

FILED 5
DIVISION
 JAN 23 2012
 CIRCUIT COURT OF JACKSON COUNTY, MO
 By *[Signature]*
 JUDICIAL ADMINISTRATIVE ASSISTANT

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
 AT INDEPENDENCE**

IN RE THE MARRIAGE OF:)
)
)
)
Petitioner,)
)
and)
)
)
)
Respondent.)

**Case No.: 1116-FC06456
 Division: 5**

JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE

On the 6th day of January, 2012, this cause came before the Court for final disposition on Petition for Dissolution of Marriage. [Name] (or "Wife"), appeared in person and by and through her attorney, David A. Kelly. Respondent, [Name] (or "Husband"), appeared in person and by and through his attorney, Paul Glaser. The parties submit the cause to the Court upon the pleadings and evidence and the Court, after reviewing same, now makes the following findings, orders and judgments:

1. Petitioner and Respondent are now and have been residents of the County of Jackson, State of Missouri continuously for a period in excess of 90 days immediately preceding the commencement of this proceeding and more than 30 days have elapsed since the filing of the Petition.

2. Petitioner currently resides in Jackson County, Missouri at [Address] Kansas City, Missouri 64129.

3. Respondent currently resides in Jackson County, Missouri, at Kansas City, Missouri 64129.
4. This Court has jurisdiction over the subject matter, Petitioner, Respondent and the minor children born of the marriage.
5. Petitioner and Respondent were married on October 1, 2000 in Jackson County, Missouri, and said marriage was registered in Jackson County, Missouri.
6. Petitioner is employed by Saint Luke's Hospital. Petitioner's Social Security Number is xxx-xx-2780.
7. Respondent is employed by Renal Advantage. Respondent's Social Security Number is xxx-xx-0045.
8. Neither Petitioner nor Respondent is an active duty member of the Armed Forces of the United States of America or its allies.
9. Petitioner is not now pregnant.
10. Both parties are over the age of eighteen.
11. The Court has considered the testimony of each witness and has made judgments regarding the credibility of each witness. The Court has accepted some of the testimony of each witness as credible and rejected other parts of the testimony of each witness as not credible. The findings, orders and judgments made by the Court in this Judgment are consistent with the Court's determination of the credibility of the evidence and of the witnesses.
12. Both parties agree that there is no reasonable likelihood that their marriage can be preserved and the marriage is irretrievably broken. The Court finds that there remains no reasonable likelihood that the marriage of the Petitioner and Respondent can be preserved and therefore, the marriage is irretrievably broken.

13. The parties did not enter into a marital settlement agreement. Each party has conferred or had sufficient opportunity to confer with an attorney in this action. After consideration of all the evidence as a whole, the following distribution reflects a fair and equitable distribution of the marital assets and debts of the parties:

Real Property:

During their marriage, the parties acquired real property, hereinafter referred to as "the marital residence," located at [REDACTED], Kansas City, Jackson County, Missouri 64129, and legally described as: CITY KANSAS CITY: [REDACTED]. The marital residence has a fair market value of approximately \$70,000.00. There is a mortgage with Bank of America in the approximate sum of \$65,814.69.

The marital residence shall be set aside to Petitioner as her sole and separate property, free and clear of any right, title or interest of Respondent. Within fifteen (15) days of the entry of this Judgment of Dissolution of Marriage, Respondent shall convey to Petitioner by Quit Claim Deed all of his right, title and interest in and to said real property, including but not limited to any escrow funds and all interest in any insurance now in existence on said property.

Petitioner shall be responsible for one-hundred percent (100%) of any mortgage, home equity loan(s), liens, taxes, insurance, home owner's association dues, special notes, debts or expenses on or for the marital residence and shall indemnify and hold Respondent harmless therefrom. Petitioner shall refinance the mortgage on the marital home currently with Bank of America within sixty (60) days from the entry of this Judgment of Dissolution of Marriage removing Respondent from any indebtedness or obligation to any creditors with an interest in the marital home.

Motor Vehicles:

Respondent shall have all right, title and interest in and be entitled to possession of the 2006 Suzuki Forenza VIN: Unknown, valued at \$7,500.00, and the same shall be transferred to Husband as his sole and separate property. Wife shall execute any and all documents necessary to transfer said property to Husband. Husband shall be responsible for and pay the indebtedness thereon and indemnify and hold Wife harmless therefrom.

Petitioner shall have all right, title and interest in and be entitled to possession of the 2009 Suzuki 4 WD Spirit VIN: JS2YC414896201356, valued at 10,000.00, and the same shall be transferred to Wife as her sole and separate property. Husband shall execute any and all documents necessary to transfer said property to Wife. Wife shall be responsible for and pay the indebtedness thereon and indemnify and hold Husband harmless therefrom.

Husband and Wife shall each be responsible for and pay all personal property taxes for

motor vehicles set aside to them as their sole and separate property.

Bank Accounts:

Any joint bank accounts bearing the name of both parties shall be dissolved with fifty percent (50%) of the balance retained by Petitioner and fifty percent (50%) of the balance being retained by the Respondent.

Each party shall be the sole owners of any and all bank accounts in their individual names as of the date of this Judgment of Dissolution of Marriage.

Household Goods and Personal Property:

Each of the parties shall retain as his or her sole and separate property his or her own personal effects. Husband has Thirty (30) days from the date of judgment to remove his personal effects from the marital home. Said personal effects are: Wii, Games and Controllers, Play Station 3 and Games, Laptop, Gaming Laptop, Desktop Computer, Couch, Master Bedroom Bed and Mattress, Sewing Machine, Nook, PS go and Games and X Box 360 and Games.

Retirement Accounts:

Wife shall retain her Retirement Account. This and all equity is Petitioner's sole and separate property. Husband shall retain his Retirement Account. This and all equity is Respondent's sole and separate property.

Taxes:

The parties shall file separate Federal, State and City Tax returns for the year 2012 and any return to the parties is to be divided with fifty percent (50%) going to Petitioner and fifty percent (50%) going to Respondent.

Life Insurance:

Wife shall retain her Life Insurance Policies. This and all equity is Petitioner's sole and separate property. Husband shall retain his Life Insurance Policies. This and all equity is Respondent's sole and separate property.

Debts:

Wife will be responsible for the 2009 Suzuki 4 WD Spirit loan through First Mid-American Credit Union with an estimated balance of \$11,000.00.

Wife will be responsible for the Bank of America loan with an estimated balance of

\$65,814.69.

Husband will be responsible for the 2006 Suzuki Forenza Auto loan through First Mid-American Credit Union with an estimated balance of \$5,500.00.

Any debts incurred by the Petitioner not listed herein are the responsibility of the Petitioner and Petitioner shall pay the creditors directly.

Any debts incurred by the Respondent not listed herein are the responsibility of the Respondent and Respondent shall pay the creditors directly.

14. Two (2) children were born of the marriage, to wit:

SSN: XXX-XX-XXXX and [redacted], SSN: XXX-XX-XXXX.

15. Petitioner and Respondent presented proposed parenting plans to the Court which specifically set forth what each party believed to be in the children's best interest. Both parenting plans were admitted into evidence, and both plans contained a provision that the parties would share the joint legal and joint physical custody of the minor children.

16. The parties have not participated as a party or witness or in any other capacity in any other proceeding concerning the custody or visitation of the children in this or any other state. The parties have no knowledge of any proceeding that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights and adoptions concerning the parties or the children or have no knowledge of any person not a party to this proceeding who has physical custody or claims to have rights of legal custody, physical custody, or visitation with respect to the children.

17. The Court has considered the possible appropriate custody arrangements as required by Section 452.375.5 RSMo., including joint custody, sole custody to either parent and third party custody.

18. The Court has considered the public policy of this state as declared in Sections 452.375.4 and 452.375.6, RSMo., in making its orders and judgments.

19. The Court makes the following findings pursuant to the factors enumerated under Section 452.375.2, RSMo:

(1) The wishes of the child's parents as to custody and the proposed parenting plan submitted by both parties;

Both parties testified as to their wishes as to custody and child support. Both parties submitted proposed parenting plans that designated their respective addresses for the mailing and educational purposes of the children. Given the age of the children and their need for stability in their current home environment, as well as all the evidence presented as a whole, it is in the best interest of the children that they remain in their current home with Petitioner. This Factor favors the Petitioner.

(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 their functions as mother and father for the needs of the child;

The evidence presented indicated a sincere desire by both parties to provide for their children and perform their responsibilities as parents for their children. This factor favors neither party.

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

Although the Court heard evidence that indicated a strained and sometimes hostile relationship between the Petitioner and Respondent, the evidence indicated that both parties share a healthy relationship with their children and a sincere desire to parent in the children's best interest. However, there was reliable evidence that Respondent harbors distrust and suspicion of the children's maternal grandmother who participates in their supervision and is a significant family figure for the children. This factor favors the Petitioner.

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

Both parties evidenced a sincere desire to insure that the children have a meaningful and continued relationship with the other parent. This factor favors neither party.

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

The children have a healthy adjustment to their home, school and community. This is a compliment to both parties given the strained circumstances. This factor favors neither party.

(6) The mental and physical health of all individuals involved;

The Court heard no evidence that indicated either party suffered from any issues pertaining to mental or physical health that would effect the welfare of the children. This factor favors neither party.

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

Both parties indicated a desire to have the children remain in their current residence. Based upon this and the evidence presented as a whole, this factor favors the Petitioner.

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

There was no evidence presented as to the wishes of the children. This factor favors neither party.

20. The Court finds that based upon a consideration of the foregoing factors, that the best interests of the children would be served by granting joint physical and joint legal custody of the minor children to Petitioner and Respondent, with Petitioner's address designated as the children's address for mailing and education purposes. The Court further finds that it is in the best interests of the children to have an ongoing and consistent relationship with both their parents.

21. Both Petitioner and Respondent submitted a proposed Missouri Supreme Court Rules of Civil Procedure Form 14 (hereafter "Form 14"). The Court rejects the proposed Form 14s submitted by both parties. The Court has made its own Form 14 calculations and finds that the correct child support amount to be paid by the Respondent to the Petitioner, pursuant to Section 452.340.3. RSMo., Missouri Supreme Court Rule 88.01 and Form 14 is \$463.00 and after con-

sideration of all relevant factors pursuant to law, is not rebutted as unjust or inappropriate. A copy of the Form 14 calculations are attached to this Judgment and Decree of Dissolution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following parenting plan is in the best interest of the children and shall be implemented and followed by the parties:

PHYSICAL CUSTODY AND SHARING OF PARENTING TIME

Petitioner and Respondent shall have joint physical custody of the minor children with Petitioner's address designated as the children's address for educational purposes and mailing purposes. The children shall reside with Petitioner except at the following specific times when the children shall reside with the Respondent:

Weekday and Weekend Schedule

- a. Every other weekend from Friday at 5:30 p.m. until Sunday at 6:00 p.m.
- b. Every Wednesday evening from 4:30 p.m. until 9:00 p.m.

Summer Schedule

The parties shall follow the weekday and weekend schedule during the children's summer vacation from school, except that both Petitioner and Respondent shall have two (2) consecutive weeks of uninterrupted parenting time with the children during the children's summer vacation from school. The parties shall confer and agree upon their respective uninterrupted summer parenting time on or before April 15th of each year.

Holiday Schedule

HOLIDAY	ODD-NUMBERED	EVEN-NUMBERED
Easter <i>8:00 a.m. until 8:00 p.m.</i>	Father	Mother
Memorial Day weekend <i>6:00 p.m. Friday until 6:00 p.m. Monday</i>	Mother	Father
Fourth of July <i>6:00 p.m. July 3rd until 6:00 p.m. July 5th</i>	Father	Mother
Labor Day weekend <i>6:00 p.m. Friday until 6:00 p.m. Monday</i>	Mother	Father
Halloween	Father	Mother

Thanksgiving <i>8:00 a.m. until 8:00 p.m.</i>	Father	Mother
Christmas Eve/Winter Break "A" <i>From the time school gets out for winter break (or 5:00 p.m. if the child is not in school) until 12:00 p.m. Christmas Day</i>	Mother	Father
Christmas Day/Winter Break "B" <i>From 12:00 p.m. Christmas Day until the time school resumes from winter break (or 8:00 a.m. if the child does not have school)</i>	Father	Mother
Mother's Day <i>8:00 a.m. until 8:00 p.m.</i>	Mother	Mother
Mother's Birthday <i>8:00 a.m. until 8:00 p.m.</i>	Mother	Mother
Father's Day <i>8:00 a.m. until 8:00 p.m.</i>	Father	Father
Father's Birthday <i>8:00 a.m. until 8:00 p.m.</i>	Father	Father
Children's Birthday	Mother	Father
Spring Break <i>uninterrupted parenting time commencing at 6:00 p.m. on the day school recesses for the break until 3:00 p.m. the day before school resumes.</i>	Father	Mother

General Guidelines

- a. Priority of Holidays: The holiday and vacation schedules supersede the normal residence schedule.
- b. Telephone Access: The children shall have telephone access with both parents at reasonable times.
- c. Transportation: Respondent will pick up the children at the beginning of his parenting time at Petitioner's residence and Petitioner will pick up the children at the Respondent's residence at end of Respondent's Parenting time. Both parties are responsible for their own transportation costs.
- d. Schedule Changes: The parties' schedules and commitments may require occasional changes in the scheduled time. The parties shall cooperate in trying to reschedule the time with the child 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.

- e. Holiday Trips: A parent may take the children out of town during the time designated as that parent's holiday, and shall notify the other parent of same.

LEGAL CUSTODY

1. The parties have joint legal custody of the children according to the following legal custody plan. The parties will share equally the significant decisions regarding the health, education and welfare of the children.

- a. Routine and Minor Decisions: Each parent shall decide all routine and minor matters concerning the children's welfare occurring while in that parent's custody.

b. Communication: The parties shall communicate directly with each other and not use the children as a messenger. The parents and the children shall have telephone access with each other at reasonable times and with reasonable frequency.

c. Residence Address and Phone Number: Each parent shall inform the other of his or her residence and employment address and telephone number. Each parent shall advise the other of the destination address and telephone number when out-of-town.

d. Notice of and Attendance at Special Events: Each parent shall provide the other with reasonable notice of all special events involving the children especially those which parents may attend, such as school plays, athletic activities, etc. Both parents shall be welcome at school conferences, athletic events, performances and other such functions of the children.

e. Dispute Resolution: If the parties disagree concerning the children or interpreting this plan, they shall confer with each other as necessary and consider each other's opinions. If the parties can't resolve a dispute, they shall participate in mediation with a jointly-selected mediator. Each parent shall pay one-half of the mediation cost.

f. Access to Medical Records: Both parties shall have complete access to the children's medical, dental, vision, psychological and psychiatric records.

g. Medical Care – Routine: Each parent shall provide proper routine health and dental care to the children as needed while residing with that parent.

h. Notice of Illness and Injury: Each parent shall promptly inform the other of any medical or dental condition of the children observed while residing with that parent.

i. Conferring Regarding Major Medical Decisions: Each parent shall inform the other in advance of any proposed medical or health care for the children. The parents shall consult each other and agree prior to obtaining significant medical and dental treatment for the children. However, emergency care may be authorized, without the other parent's prior consent.

j. Medical Providers: The current treating doctors and dentists shall continue to treat the children unless the parents agree a change is necessary or insurance requires a change.

k. School Records: Both parents shall have complete access to the children's school records. The parent who receives information from the school shall as soon as received, provide the other parent with copies of the children's school achievement, progress reports, grade cards, attendance records and other communication from the school such as newsletters, notices of field trips and special events.

l. Attendance at School: The children shall attend public school in the public school district where Petitioner resides.

m. School and Organized Activities: Petitioner shall decide on the enrollment of the children in activities such as sports teams or lessons. The children shall remain enrolled in any activities they are currently enrolled in.

CHILD SUPPORT

The presumed correct Child Support pursuant to Section 452.340.1, RSMo., Missouri Supreme Court Rule 88.01 and Form 14 is \$463.00 per month and that after consideration of all relevant factors is not rebutted as being unjust or inappropriate. Said child support shall be paid by Respondent to the Family Support Payment Center, P.O. Box 109002, Jefferson City, Missouri 64110-9002, on or before February 15, 2012 and continuing each month thereafter until emancipation of the children or further Order of the Court.

HEALTH INSURANCE

1. Insurance Coverage:

Petitioner shall maintain health, dental and vision insurance on the children through her employer so long as coverage is available through her employer. If Petitioner does not have health, dental or vision insurance available through her employer, then Respondent shall maintain health, dental and vision insurance on the children through his employer, pursuant to QMCSO and/or Health Benefit Order. If neither party has health, dental, or vision coverage available through his or her employer, then Petitioner and Respondent shall confer and agree upon a policy or policies and Petitioner shall pay fifty (50) percent and Respondent shall pay fifty (50) percent towards the cost of said policy or policies.

2. Non-covered Costs:

Petitioner shall pay fifty (50) percent and Respondent shall pay fifty (50) percent of the cost, expense or charges for all 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.

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.

3. Mechanism for Paying Costs of 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 within 30 days of the occurrence of the bill. Said bill shall be paid within 30 days of receipt of said bill, either by paying the medical provider or reimbursing the other parent.

4. 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.

5. Health care expenses:

Health care expenses shall include those expenses which are reasonably necessary to diagnose, treat or prevent any ailment or disease that affects a function of the body, for example, medical doctors, osteopathic doctors, dentist, doctors, chiropractors, podiatrists, psychiatrists, psychologist, physical therapist, acupuncturists and psychoanalysts who give medical care only; medical exams, x-rays and laboratory services, insulin treatment and whirlpool baths ordered by a doctor, nursing help if provided by an outside source, hospital care, clinic cost and medical aids such as eyeglasses, contact lenses, hearing aids, braces, crutches, wheel chairs and guide dogs, including the cost of maintaining them.

EDUCATION EXPENSES

Petitioner shall be responsible for Fifty (50) percent of education expenses and Respondent shall be responsible for Fifty (50) percent of education expenses.

EXTRACURRICULAR ACTIVITIES

Petitioner and Respondent shall jointly decide on the enrollment of the children in activities such as sports teams or lessons. The children shall remain enrolled in any activities they are currently enrolled in. The Petitioner shall be responsible for Fifty (50) percent of the

costs of all extracurricular activities and Respondent shall be responsible for Fifty (50) percent of all extracurricular activities.

CHILD TAX CREDIT

Petitioner shall claim the minor children on her State and Federal income tax returns each and every year until the date of emancipation.

TRANSPORTATION EXPENSES

Respondent will pick up the children at the beginning of his parenting time at Petitioner's residence and Petitioner shall pick up the children from Respondent's residence at end of Respondent's parenting time. Both parties are responsible for their own transportation costs.

RELOCATION

The parties shall comply with the provisions of §452.377.11 regarding relocation of the principal residence of the child. The parties are hereby 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 of the principal residence of the child, including the following information:

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

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

The date of the intended move or proposed relocation;

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

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 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.

(End of Parenting Plan)

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that The marital residence shall be set aside to Petitioner as her sole and separate property, free and clear of any right, title or interest of Respondent. Within fifteen (15) days of the entry of this Judgment of Dissolution of Marriage, Respondent shall convey to Petitioner by Quit Claim Deed all of his right, title and interest in and to said real property, including but not limited to any escrow funds and all interest in any insurance now in existence on said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner shall be responsible for one-hundred percent (100%) of any mortgage, home equity loan(s), liens, taxes, insurance, home owner's association dues, special notes, debts or expenses on or for the marital residence and shall indemnify and hold Respondent harmless therefrom. Petitioner shall refinance the mortgage on the marital home currently with Bank of America within sixty (60) days from the entry this Judgment of Dissolution of Marriage removing Respondent from any indebtedness or obligation to any creditors with an interest in the marital residence.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner and Respondent will have as his or her sole and separate property the marital property as outlined herein, all free and clear from any present and/or future claims, interests or demands which either party may now or hereafter have in and to such property as present owner and/or beneficiary thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent will retain the 2006 Suzuki Forenza (VIN#: Unknown). This vehicle is set aside as Respondent's sole and separate property. If necessary, Petitioner shall sign a gift affidavit for this vehicle. Any outstanding liens or taxes assessed against this vehicle will become the direct responsibility of Respondent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner will retain the 2009 Suzuki 4 WD Spirit VIN: JS2YC414896201356. This vehicle is set aside as Petitioner's sole and separate property. If necessary, Respondent shall sign a gift affidavit for this vehicle. Any outstanding liens or taxes assessed against the vehicle will become the direct responsibility of Petitioner.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party will be responsible for and pay all personal property taxes for motor vehicles set aside to them as their sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner will have as her sole and separate property all right, title and interest in the checking and/or savings accounts in her own name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent will have as his sole and separate property all right, title and interest in the checking and/or savings accounts in his own name.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED. that any joint bank accounts bearing the name of both parties shall be dissolved with fifty percent (50%) of the balance retained by Petitioner and fifty percent (50%) of the balance being retained by the

Respondent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party will be the sole owners of any and all bank accounts in their individual names as of the date of execution of this agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each of the parties will retain as his or her sole and separate property his or her own personal effects. Respondent has Thirty (30) days from the date of judgment to remove his personal effects from the marital home. Said personal effects are: WII, Games and Controllers, Play Station 3 and Games, Laptop, Gaming Laptop, Desktop Computer, Couch, Master Bedroom Bed and Mattress, Sewing Machine, Nook, PS go and Games and X Box 360 and Games.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner will retain her Retirement Account. This and all equity is Petitioner's sole and separate property. Respondent will retain his Retirement Account. This and all equity is Respondent's sole and separate property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner will be responsible for the 2009 Suzuki 4 WD Spirit loan through First Mid-American Credit Union with an estimated balance of \$11,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner will be responsible for the Bank of America loan with an estimated balance of \$65,814.69.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent will be responsible for the 2006 Suzuki Forenza Auto loan through First Mid-American Credit Union with an estimated balance of \$7,516.07.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to Section 452.340.1, Rule 88.01, and Form 14 the presumed correct child support is \$463.00 per month, and that after consideration of all relevant factors pursuant to Section 452.340.8 and Rule 88.01 is not rebutted as being unjust or inappropriate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said child support is to be paid by Respondent to the Family Support Payment Center, P.O. Box 109002, Jefferson City, Missouri 64110-9002, on or before February 15, 2012 and continuing each month thereafter until emancipation of the children or further Order of the Court and the Family Support Payment Center shall be appointed as Trustee for remittance of the children's support payments to Petitioner.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither Petitioner nor Respondent should receive or is awarded maintenance in any form from the other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the marriage of the parties is irretrievably broken and is dissolved. The parties shall live separate and apart and from one another, free from any interference by the other, and further neither will molest, malign, annoy or trouble the other in any manner.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall execute such documents reasonable and necessary to implement the division of assets and debts, and other orders made in this Judgment and Decree of Dissolution of Marriage.

IT IS SO ORDERED, ADJUDGED AND DECREED.

**IN DEFAULT IN THE PERFORMANCE OF ANY ORDER CONTAINED IN
THIS JUDGMENT, LET EXECUTION ISSUE THEREFORE.**

DATED:

Jan. 23, 2012



JUDGE JAMES F. KANATZAR

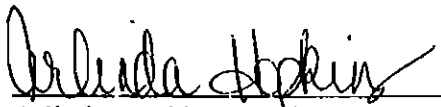
In the Circuit Court of Jackson County, Missouri
Cause No. 1116-FC06456 Division 5

In re the Marriage of: _____, Petitioner, and _____ Respondent			
FORM NO. 14 CHILD SUPPORT AMOUNT CALCULATION WORKSHEET			
CHILDREN	AGE	CHILDREN	AGE
FATHER is the "Parent Paying Support" Total Number of Children: 2		Parent Receiving Support (Petitioner)	Parent Paying Support (Respondent)
1. MONTHLY GROSS INCOME		\$3,206	\$1,950
1a. Monthly court-ordered maintenance being received		\$0	\$0
2. ADJUSTMENTS		(\$0)	(\$0)
2a. Other monthly child support being paid under court or administrative order			
2b. Monthly court-ordered maintenance being paid		(\$0)	(\$0)
2c. Monthly support obligation for other children (1) Number of other children primarily residing in each parent's custody (2) Each parent's support obligation from support schedule using the parent's Line 1 monthly gross income (3) Monthly child support received under court or administrative order for children included in Line 2c(1) 2c. TOTAL adjustment [Line 2c(2) minus Line 2c(3)]		0 children \$0 (\$0) \$0	0 children \$0 (\$0) \$0
3. ADJUSTED MONTHLY GROSS INCOME (Sum of lines 1 and 1a, minus lines 2a, 2b and 2c)		\$3,206	\$1,950
4. PROPORTIONATE SHARE OF COMBINED ADJUSTED MONTHLY GROSS INCOME (Each parent's line 3 income divided by combined line 3 income)		62.2%	37.8%
5. BASIC CHILD SUPPORT AMOUNT (from support chart using combined line 3 income)			\$1,238
6. ADDITIONAL CHILD-REARING COSTS OF PARENTS		\$0	
6a.(1) Reasonable work-related child care costs of parent receiving support: \$0 6a.(2) Child Care Tax Credit (See Directions): \$0			
6b. Reasonable work-related child care costs of the parent paying support			\$0
6c. Health insurance costs for children who are the subjects of this proceeding		\$182	\$0
6d. Uninsured agreed-upon or court-ordered extraordinary medical costs		\$0	\$0
6e. Other agreed-upon or court-ordered extraordinary child rearing costs		\$0	\$0
7. TOTAL ADDITIONAL CHILD-REARING COSTS (Sum of lines 6a, 6b, 6c, 6d, and 6e)		\$182	\$0
8. TOTAL COMBINED CHILD SUPPORT COSTS (Sum of line 5 and line 7)			\$1,420
9. EACH PARENT'S SUPPORT OBLIGATION (Multiply line 8 by each parent's line 4)		\$883	\$537
10. CREDIT FOR ADDITIONAL CHILD-REARING COSTS (Line 7 of parent paying support)			(\$0)
11. ADJUSTMENT FOR A PORTION OF AMOUNTS EXPENDED DURING PERIODS OF OVERNIGHT VISITATION OR CUSTODY (Multiply line 5 by 6%)			(\$74)
12. PRESUMED CHILD SUPPORT AMOUNT (Line 9 minus lines 10 and 11)			\$463

Copies were delivered via U.S. Mail
this 23rd day of January, 2012 to:

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