



COURT OF DOUGLAS COUNTY, NEBRASKA

STACY M. SKRADSKI,)
)
Plaintiff,)
)
vs.)
)
JOHN E. SKRADSKI,)
)
Defendant.)

DOC. 1102 NO. 714

**DECREE OF DISSOLUTION
OF MARRIAGE**

**FILED
JOURNAL CLERK**

NOV 10 2010

**JOHN M. FRIEND
CLERK DISTRICT COURT**

NOW on the on this 9 day of November, 2010, one of the regular judicial days of the District Court of Douglas County, Nebraska, this matter came on for trial on the Plaintiff's Complaint for Dissolution of Marriage filed herein and the evidence relative thereto.

The Plaintiff, Stacy M. Skradski, appeared personally and with her attorney of record, Patrick A. Campagna of Lustgarten & Roberts, P.C., L.L.O., 1625 Farnam Plaza, Suite 900, Omaha, NE 68102.

The Defendant, John E. Skradski, pro se, did not appear personally but has approved this Decree and Property Settlement Agreement as to form and content.

The Statutory, mandatory waiting period pursuant to Neb. Rev. Stat. §42-363 (Reissue 2008) having passed, the Court being fully advised in the premises finds as follows:

1. Plaintiff is a resident of the City of Omaha, Douglas County, Nebraska, presently residing at 5051 So. 40th Street, Omaha, NE 68107, and has resided in the State of Nebraska for more than one year last past with a bona fide intention of making this State her permanent home.

2. The Court has jurisdiction of the parties hereto and the subject matter of this action.

3. Plaintiff and Defendant were united in marriage on January 31, 2006 in Omaha, Douglas County, Nebraska.

4. That one child has been born as issue of this marital union, to-wit: Persephyne Sky Skradski, born in 2006; that the care, custody and control of the aforesated minor child may be affected by these proceedings. That both Plaintiff and

Defendant are fit and proper persons to be awarded the permanent care, custody and control of the minor child and it is in the best interests of the minor child that the Plaintiff be awarded her legal and physical care, custody and control, subject to the Defendant's rights of visitation and parenting time as set forth hereinafter.

5. Neither the Plaintiff nor Defendant is a party to any other pending action for divorce, separation, or dissolution of the marriage either in this State or elsewhere, save and except this proceeding.

6. Neither of the parties hereto are members of the military service of the United States of America or its allies nor has either party been ordered to report for induction therein.

7. That the Court has determined from the evidence adduced that every reasonable effort to effect a reconciliation of the marriage between the Plaintiff and Defendant has been made, but without success, and the marriage between Plaintiff and Defendant is irretrievably broken and should be dissolved.

8. The Court was informed that the parties have reached an agreement with respect to all issues pending before the Court, which agreement the Court has reviewed, examined and found to be not unconscionable. The agreement of the parties, and the findings of the Court are as follows:

- (a) **JURISDICTION:** The Court has jurisdiction of the parties hereto and the subject matter of this action.
- (b) **CARE, CUSTODY AND CONTROL OF THE MINOR CHILDREN:** Plaintiff is awarded the legal and physical custody of the minor child of the parties, to-wit: Persephyne Sky Skradski, born in 2006, subject to the Defendant's rights of reasonable and liberal visitation as set forth hereinafter.
- (c) **VISITATION / PARENTING TIME:** The Defendant is awarded reasonable and liberal visitation with his minor daughter pursuant to the parties' Parenting Plan which is attached hereto, marked Exhibit "A" and by this reference made a part hereof as if fully set forth herein. Consistent with that Parenting Plan, the Defendant is awarded weekday visitation on Wednesday evenings from 3:00 p.m. until 8:00 p.m. on school night, if Wednesday is not a school night the Defendant may exercise parenting time from 3:00 p.m. until Thursday morning at 10:00 a.m.. In addition, Defendant will exercise alternating weekend visitation which will commence at 3:00 p.m. on Friday and conclude on Sunday evening at

8:00 p.m. during the school year. When the minor child is not scheduled to be in school the following Monday, the Defendant's alternating weekend parenting time shall commence at 3:00 p.m. on Friday and conclude at 10:00 a.m. on Monday.

- (d) **CHILD SUPPORT:** The Defendant shall pay child support to the Plaintiff, through the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, NE 68501-2600, in the sum of \$323.00 per month, commencing the first day of the month following the entry of the Decree and the first day of each thereafter until such time as the minor child reaches the age of majority, dies, becomes emancipated, becomes sooner self-supporting, or until further Order of the Court. Defendant's child support obligation is subject to income withholding pursuant to Neb. Rev. Stat. §43-1718.02. The Nebraska Child Support Guidelines utilized by the parties were averaged and are attached hereto, marked Exhibit "B", and by this reference made a part hereof as if fully set forth herein.
- (e) **CHILD CARE:** The parties shall divide work-related child care expenses incurred for the benefit of their minor daughter, equally, fifty-fifty. The Plaintiff shall provide the Defendant with receipts establishing that work-related child care expenses have been incurred and the Defendant shall reimburse the Plaintiff directly, his 50% proportionate share within 15 days thereafter.
- (f) **ALIMONY:** No alimony is being awarded to either party. Both Plaintiff and Defendant understand and acknowledge that if no alimony is awarded at the time of the entry of the Decree none can ever be.
- (g) **HEALTH INSURANCE:** The Defendant shall maintain health insurance coverage for the Plaintiff for six months following the entry of the Decree. Thereafter, Plaintiff will obtain her own health insurance coverage. In addition, Defendant shall obtain and maintain health insurance coverage as available to him through his place of employment for the minor child, and will maintain that health insurance coverage until such time as the minor child reaches legal age, dies, becomes emancipated, or becomes sooner self-supporting, or until further order of the Court.
- (h) **UNINSURED MEDICAL EXPENSES:** The parties will divide uninsured medical expenses for the minor child equally, fifty-fifty. However, Plaintiff will pay the first \$480.00 per year in uninsured medical expenses. After the \$480.00 threshold has been satisfied, Plaintiff will provide Defendant with receipts establishing that uninsured medical, dental, orthodontia, eye glass and contact lens or counseling expenses have been incurred and the Defendant shall reimburse the Plaintiff, directly, his 50% proportionate share within 15 days, after having been provided said receipts and explanation of benefits statements, if available.

- (i) **REAL ESTATE:** The parties are the joint owners of real property legally described as follows:

LIPTON PLACE LOT 16 BLOCK 4 LOTS 15 & 16

commonly known as 5051 So. 40th Street, Omaha, Douglas County, Nebraska. The family residence is awarded to the Plaintiff free and clear of the Defendant but subject to the outstanding mortgage thereon which the Plaintiff shall pay and hold the Defendant harmless therefrom. Defendant shall execute a Quitclaim Deed transferring any interest he may have in the property to the Plaintiff, forthwith.

- (j) **ADDITIONAL REAL ESTATE:** The real estate in which the parties have an ownership interest which is otherwise identified as The One Lounge and Old Settlers is awarded to the Defendant free and clear of any interest of the Plaintiff but subject to the outstanding mortgage(s) thereon which the Defendant shall assume, pay, indemnify, and hold Plaintiff harmless therefrom.
- (k) **BUSINESS INTERESTS:** To the extent that the Defendant maintains an ownership interest in The One Lounge and Old Settlers, those ownership interests are awarded to the Defendant free and clear of any interest of the Plaintiff but subject to the outstanding obligations thereon to include, but not be limited to bank loans, personal loans, taxes, insurance obligations and claims and any and all other claims whether they are known or unknown and the Defendant shall pay, indemnify and hold the Plaintiff harmless with respect to each of those obligations.
- (l) **HOUSEHOLD GOODS:** Each party is awarded any household goods, furniture, furnishings and personal effects in their respective name and possession free and clear of any interest of the other party but subject to any outstanding debts thereon which each party shall assume, pay, and hold the other party harmless therefrom.
- (m) **MOTOR VEHICLES:** Each party is awarded the motor vehicle in their respective possession free and clear of any interest of the other party. Specifically, Plaintiff is awarded the 2000 Toyota Camry, VIN #JT2BG22K5Y0458488, free and clear of any interest of the Defendant, but subject to the debt thereon which she shall pay, indemnify and hold the Defendant harmless therefrom. Defendant is awarded the 2001 Chevy Tahoe, VIN # _____ and Kawasaki Motorcycle, free and clear of any interest of the Plaintiff, but subject to the debt(s) thereon which he shall pay, indemnify and hold the Plaintiff harmless therefrom

- (n) **CHECKING AND SAVINGS ACCOUNTS:** Each party is awarded any checking and savings account in their respect name and possession free and clear of any interest of the other party.
- (o) **CASH ON HAND:** Each party is awarded any cash in their respective possession free and clear of any interest of the other party.
- (p) **RETIREMENT ACCOUNTS/IRA ACCOUNTS:** The Defendant is awarded his Edward Jones Roth IRA free and clear of any interest of the Plaintiff. The Plaintiff is awarded 50% of the marital interest accumulated in the Defendant's Omaha, Public School Systems Pension Plan. Specifically, the Plaintiff is awarded 50% of a fraction, the numerator of which would be the number of months the Plaintiff was employed by Omaha Public School Systems during the course of this marriage and the denominator of which would be the total number of number of months the Defendant was employed by Omaha Public School Systems prior to retirement. To the extent necessary, a Qualified Domestic Relations Order will be entered and approved by the Court and submitted to the Plan Administrator assigning to the Plaintiff her marital interest in said account together with the surviving spouse benefit. Any and all assistance or signatures required by Defendant to facilitate this transfer will be provided forthwith.
- (q) **LIFE INSURANCE TO FUND UNPAID CHILD SUPPORT:** The Defendant shall maintain a term life insurance policy insuring himself in an amount sufficient to fund his unpaid child support obligation and will name the minor child, Persephyne, as the irrevocable beneficiary of that policy. Defendant shall provide documentation to the Plaintiff on an annual basis, commencing October 1, 2010 and the first of October each year thereafter, establishing that this term life insurance policy is in full force and effect and the minor child designated as the beneficiary.
- (r) **MARITAL DEBTS:** Each of the parties would pay the marital debts they have accumulated in their own name, subsequent to the filing of the Plaintiff's Complaint on December 28, 2009 and will indemnify and hold the other party harmless therefrom.

In addition thereto, the Plaintiff will pay, indemnify and hold the Defendant harmless on the following obligations:

	APPROX. BALANCE
Plaintiff's Student loans	\$24,536.00
½ of Nebraska Med Center	\$142.06

bill for Persephyne (\$284.11)	
½ of Nebraska Med Center bill for Persephyne (\$209.11)	\$104.56
½ Methodist Physician Clinic bill for Persephyne (\$119.96)	\$59.98
Alegent Health Medical Bill (incurred by Stacy)	\$53.63
½ UNMC bill for Persephyne (\$14.25)	\$7.13
½ Children's Hospital bill for Persephyne (\$123.53)	\$61.77
½ Methodist Physician Clinic bill for Persephyne (\$10.00)	\$5.00

In addition thereto, the Defendant will pay, indemnify and hold the Plaintiff harmless on the following obligations:

Mastercard	\$18,000.00
Resurgent Capital Services	\$1740.00
Kohl's Pharmacy and Home Care	\$284.11
RPM	\$362.79
GSB	\$260.13
GSB	\$248.00
GSB	\$215.00
Miracle Financial (past phone bill)	\$211.40
GSB	\$175.34
½ of Nebraska Med Center bill for Persephyne (\$284.11)	\$142.05
½ of Nebraska Med Center bill for Persephyne (\$209.11)	\$104.55

½ Methodist Physician Clinic bill for Persephyne (\$119.96)	\$59.98
½ UNMC bill for Persephyne (\$14.25)	\$7.12
½ Children's Hospital bill for Persephyne (\$123.53)	\$61.76
½ Methodist Physician Clinic bill for Persephyne (\$10.00)	\$5.00

- (s) **ATTORNEY FEES:** The Defendant shall pay, for the use and benefit of Plaintiff's counsel, the sum of \$1500.00 in attorney fees which payment shall be made directly to Plaintiff's counsel forthwith.
- (t) **MAIDEN NAME:** Plaintiff shall have restored to her, her maiden name of Stacy M. Pahkamaa.
- (u) **FULL DISCLOSURE:** Both Plaintiff and Defendant will stipulate that they have fully disclosed all of their assets and liabilities in negotiating this settlement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, by the Court, that the findings of the Court and the agreement of the parties as hereinabove set forth shall be the Order of this Court and the parties shall abide by and adhere to this Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the marriage of STACY M. SKRADSKI, Plaintiff herein, and JOHN E. SKRADSKI, Defendant herein, which marriage was entered into on the January 31, 2006 in Omaha, Douglas County, Nebraska, be and hereby is dissolved. This Decree becomes final and operative except for the purpose of review by appeal, remarriage, and continuation of health insurance coverage, thirty (30) days after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was entered.

For the purpose of review by appeal, the Decree shall be treated as a final Order as soon as it is entered. If an appeal is instituted within thirty (30) days after the date

the Decree is entered, the Decree shall not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

For the sole purpose of remarriage and continuation of health insurance coverage, the Decree becomes final and operative six (6) months after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative on the date it was entered. Neither the Plaintiff nor the Defendant may remarry anyone, anytime, anyplace until the expiration of said six month period from the execution of this Decree by the Court, each of them being under a legal, total and complete disability to do so.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that Plaintiff is awarded the legal and physical custody of the minor child of the parties, to-wit: Persephyne Sky Skradski, born in 2006, subject to the Defendant's rights of reasonable and liberal visitation as set forth hereinafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Defendant is awarded reasonable and liberal visitation with his minor daughter pursuant to the parties' Parenting Plan which is attached hereto, marked Exhibit "A" and by this reference made a part hereof as if fully set forth herein. Consistent with that Parenting Plan, the Defendant is awarded weekday visitation on Wednesday evenings from 3:00 p.m. until 8:00 p.m. on school night, if Wednesday is not a school night the Defendant may exercise parenting time from 3:00 p.m. until Thursday morning at 10:00 a.m.. In addition, Defendant will exercise alternating weekend visitation which will commence at 3:00 p.m. on Friday and conclude on Sunday evening at 8:00 p.m. during the school year. When the minor child is not scheduled to be in school the following Monday, the Defendant's alternating weekend parenting time shall commence at 3:00 p.m. on Friday and conclude at 10:00 a.m. on Monday.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Defendant shall pay child support to the Plaintiff, through the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, NE 68501-2600, in the sum of \$323.00 per

month, commencing the first day of the month following the entry of the Decree and the first day of each thereafter until such time as the minor child reaches the age of majority, dies, becomes emancipated, becomes sooner self-supporting, or until further Order of the Court. Defendant's child support obligation is subject to income withholding pursuant to Neb. Rev. Stat. §43-1718.02. The Nebraska Child Support Guidelines utilized by the parties were averaged and are attached hereto, marked Exhibit "B", and by this reference made a part hereof as if fully set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the parties shall divide work-related child care expenses incurred for the benefit of their minor daughter, equally, fifty-fifty. The Plaintiff shall provide the Defendant with receipts establishing that work-related child care expenses have been incurred and the Defendant shall reimburse the Plaintiff directly, his 50% proportionate share within 15 days thereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that no alimony is being awarded to either party. Both Plaintiff and Defendant understand and acknowledge that if no alimony is awarded at the time of the entry of the Decree none can ever be.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Defendant shall maintain health insurance coverage for the Plaintiff for six months following the entry of the Decree. Thereafter, Plaintiff will obtain her own health insurance coverage. In addition, Defendant shall obtain and maintain health insurance coverage as available to him through his place of employment for the minor child, and will maintain that health insurance coverage until such time as the minor child reaches legal age, dies, becomes emancipated, or becomes sooner self-supporting, or until further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the parties will divide uninsured medical expenses for the minor child equally, fifty-fifty. However, Plaintiff will pay the first \$480.00 per year in uninsured medical expenses. After the \$480.00 threshold has been satisfied, Plaintiff will provide Defendant with receipts establishing that uninsured medical, dental, orthodontia, eye glass and contact lens or counseling expenses have been incurred and the Defendant shall reimburse the

Plaintiff, directly, his 50% proportionate share within 15 days, after having been provided said receipts and explanation of benefits statements, if available.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the parties are the joint owners of real property legally described as follows:

LIPTON PLACE LOT 16 BLOCK 4 LOTS 15 & 16

commonly known as 5051 So. 40th Street, Omaha, Douglas County, Nebraska. The family residence is awarded to the Plaintiff free and clear of the Defendant but subject to the outstanding mortgage thereon which the Plaintiff shall pay and hold the Defendant harmless therefrom. Defendant shall execute a Quitclaim Deed transferring any interest he may have in the property to the Plaintiff, forthwith.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the real estate in which the parties have an ownership interest which is otherwise identified as The One Lounge and Old Settlers is awarded to the Defendant free and clear of any interest of the Plaintiff but subject to the outstanding mortgage(s) thereon which the Defendant shall assume, pay, indemnify, and hold Plaintiff harmless therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that to the extent that the Defendant maintains an ownership interest in The One Lounge and Old Settlers, those ownership interests are awarded to the Defendant free and clear of any interest of the Plaintiff but subject to the outstanding obligations thereon to include, but not be limited to bank loans, personal loans, taxes, insurance obligations and claims and any and all other claims whether they are known or unknown and the Defendant shall pay, indemnify and hold the Plaintiff harmless with respect to each of those obligations.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that each party is awarded any household goods, furniture, furnishings and personal effects in their respective name and possession free and clear of any interest of the other party but subject to any outstanding debts thereon which each party shall assume, pay, and hold the other party harmless therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that each party is awarded the motor vehicle in their respective possession free and clear of

any interest of the other party. Specifically, Plaintiff is awarded the 2000 Toyota Camry, #JT2BG22K5Y0458488, free and clear of any interest of the Defendant, but subject to the debt thereon which she shall pay, indemnify and hold the Defendant harmless therefrom. Defendant is awarded the 2001 Chevy Tahoe, VIN # _____ and Kawasaki Motorcycle, free and clear of any interest of the Plaintiff, but subject to the debt(s) thereon which he shall pay, indemnify and hold the Plaintiff harmless therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that each party is awarded any checking and savings account in their respect name and possession free and clear of any interest of the other party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that each party is awarded any cash in their respective possession free and clear of any interest of the other party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Defendant is awarded his Edward Jones Roth IRA free and clear of any interest of the Plaintiff. The Plaintiff is awarded 50% of the marital interest accumulated in the Defendant's Omaha, Public School Systems Pension Plan. Specifically, the Plaintiff is awarded 50% of a fraction, the numerator of which would be the number of months the Plaintiff was employed by Omaha Public School Systems during the course of this marriage and the denominator of which would be the total number of number of months the Defendant was employed by Omaha Public School Systems prior to retirement. To the extent necessary, a Qualified Domestic Relations Order will be entered and approved by the Court and submitted to the Plan Administrator assigning to the Plaintiff her marital interest in said account together with the surviving spouse benefit. Any and all assistance or signatures required by Defendant to facilitate this transfer will be provided forthwith.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Defendant shall maintain a term life insurance policy insuring himself in an amount sufficient to fund his unpaid child support obligation and will name the minor child, Persephyne, as the irrevocable beneficiary of that policy. Defendant shall provide documentation to the Plaintiff on an annual basis, commencing October 1, 2010 and the

first of October each year thereafter, establishing that this term life insurance policy is in full force and effect and the minor child designated as the beneficiary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that each of the parties would pay the marital debts they have accumulated in their own name, subsequent to the filing of the Plaintiff's Complaint on December 28, 2009 and will indemnify and hold the other party harmless therefrom.

In addition thereto, the Plaintiff will pay, indemnify and hold the Defendant harmless on the following obligations:

	APPROX. BALANCE
Plaintiff's Student loans	\$24,536.00
½ of Nebraska Med Center bill for Persephyne (\$284.11)	\$142.06
½ of Nebraska Med Center bill for Persephyne (\$209.11)	\$104.56
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½ Children's Hospital bill for Persephyne (\$123.53)	\$61.76
½ Methodist Physician Clinic bill for Persephyne (\$10.00)	\$5.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Defendant shall pay, for the use and benefit of Plaintiff's counsel, the sum of \$1500.00 in attorney fees which payment shall be made directly to Plaintiff's counsel forthwith.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Plaintiff shall have restored to her, her maiden name of Stacy M. Pahkamaa.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that both Plaintiff and Defendant will stipulate that they have fully disclosed all of their assets and liabilities in negotiating this settlement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Plaintiff and Defendant shall furnish to the Clerk of the District Court his or her address,

his or her telephone number, his or her Social Security number, the name of his/her employer, whether or not he or she has access to employer-related health insurance coverage and, if so, the health insurance policy information, and any such other information the Court shall deem relevant until such Judgment for the payment of money by the Plaintiff or Defendant shall be paid in full. Plaintiff and Defendant shall advise the Clerk of the District Court of any changes in such information between the time of the entry of the Decree and the payment of the Judgment in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that all delinquent child support payments shall draw interest at the judgment rate of 2.218%. Interest shall be computed as simple interest.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that all child support payments shall become delinquent the day after they are due and owing, except that no obligor whose child support payments are automatically withheld from his or her paycheck shall be regarded or reported as being delinquent or in arrears if (a) any delinquency or arrearage is solely caused by a disparity between the schedule of the obligor's regular pay dates and the scheduled date the child support is due (b) total amount of child support to be withheld from the paychecks of the obligor and the amount ordered by the support order are the same on an annual basis, (c) the automatic deductions for child support are continuous and occurring. Interest shall not accrue until 30 days after such payments are delinquent.

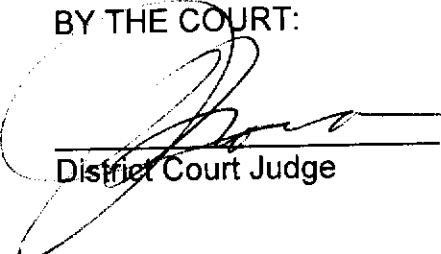
IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that in the event that the Plaintiff or Defendant fails to pay any child, medical, or spousal support payment, as such failure is certified each month by the State Disbursement Unit in cases in which court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, he or she shall be subject to income withholding and may be required to appear in court on a date to be determined by the Court and show cause why such payment was not made. In the event that the Plaintiff or Defendant fails to pay and appear as ordered, a warrant shall be issued for his or her arrest.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the respective parties shall perform each and all of the agreements, covenants and

conditions of the property settlement incorporated herein and should the parties or either of them fail, refuse or neglect within thirty (30) days from the execution of this Decree by the Court to execute and deliver any document necessary or required to effectuate the terms and conditions of the property settlement agreement, then in that event, this Decree shall have the same operation and effects as such required document.

SIGNED this 9 day of November, 2010.

BY THE COURT:



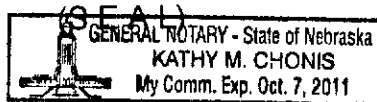
District Court Judge

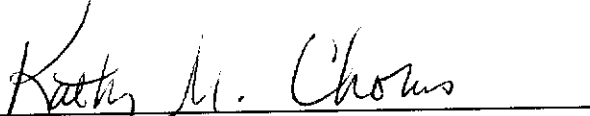
APPROVED AS TO FORM AND CONTENT:



STACY M. SKRADSKI, Plaintiff

Subscribed and sworn to before me this 9th day of November, 2010.





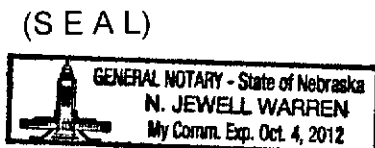
Notary Public

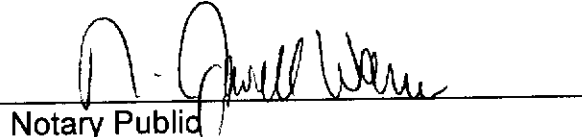
APPROVED AS TO FORM AND CONTENT:



JOHN E. SKRADSKI, Defendant

Subscribed and sworn to before me this 26th day of October, 2010.





Notary Public

PREPARED AND SUBMITTED BY:

Patrick A. Campagna, #19793
LUSTGARTEN & ROBERTS, P.C., L.L.O.
1 625 Farnam Plaza #900
Omaha, NE 68102
(402) 346-1920
Attorney for Plaintiff

4. The overriding purposes of this Plan will be: to establish custody, parenting time, visitation, and other access arrangements to include apportionment of parenting time to be spent with Mother and Father and to provide provisions for a remediation process regarding future modifications of this Plan.

5. Mother and Father understand the needs of the child may change as the child develops and they will interpret and apply this Plan in a way which best serves the evolving interests of the child.

6. The parties understand that this Plan applies to the best interests of the "minor children" as defined by the Nebraska Parenting Act.

7. The parties shall have joint legal custody of the child with primary physical custody awarded to the Mother.

REGULAR PARENTING TIME:

Father shall have parenting time every Wednesday and every other weekend.

When Wednesday is a school night for Persephyne parenting time will be from 3:00 p.m. until 8:00 p.m. If Wednesday is not a school night Father's parenting time will be from 3:00 p.m. until Thursday morning at 10:00 a.m.

The Father shall have alternating weekend parenting time. Father's alternating weekend parenting time will begin at 3:00 p.m. on Friday concluding Sunday evening at 8:00 p.m., during the school year. In addition, when the minor child is not scheduled to be in school the following Monday, the Father's alternating weekend parenting time shall commence at 3:00 p.m. on Friday and conclude at 10:00 a.m. on Monday.

This regular parenting time schedule is superseded by the holiday parenting time schedule set forth hereinbelow.

(Transition Plan: The noncustodial parent shall pick up the child from the custodial parent OR daycare/School at the beginning of each parenting time period and return the child to the custodial parent OR daycare at the end of each parenting time period)

HOLIDAY PARENTING TIME:

- (1) EASTER: The Easter Holiday would include that period of time during which the minor child is excused from school for the Easter Holiday including Easter Sunday and shall commence at 10:00 a.m. on the day that the child is released from school and end at

8:00 p.m. on the day before the child returns to school.

- (2) MEMORIAL DAY WEEKEND: This holiday shall include only that weekend when Memorial Day is nationally recognized and shall commence at 10:00 a.m. on Friday and conclude at 8:00 p.m. on Monday, Memorial Day.
- (3) 4TH OF JULY: The 4th of July shall include the day on which Independence Day is nationally recognized and shall commence at 10:00 a.m. on the 4th of July and conclude at 8:00 p.m. on the 4th of July.
- (4) LABOR DAY WEEKEND: This holiday will include only that weekend on which Labor Day is nationally recognized and shall commence at 10:00 a.m. Friday and conclude at 8:00 p.m. on Monday, Labor Day.
- (5) THANKSGIVING: This holiday shall be defined as that period of time during which the child is excused from school for the Thanksgiving holiday, including Thanksgiving Day, and shall commence at 10:00 a.m., on the day after the children are dismissed from school, and conclude at 8:00 p.m. on the day before the children return to school.
- (6) CHRISTMAS EVE VISITATION: Christmas Eve visitation shall commence at 10:00 a.m. on December 24th and conclude at 10:00 a.m. on December 25th.
- (7) CHRISTMAS DAY VISITATION: The Christmas holiday shall commence at 10:00 a.m. on December 25th and conclude at 8:00 p.m. on December 26th.
- (8) NEW YEAR'S DAY: The New Year's Day holiday shall commence at 10:00 a.m. on December 31, and conclude at 8:00 p.m. on the day before school is to begin.
- (9) FATHER'S/MOTHER'S DAY: Every year the Father shall have the child on Father's Day and the Mother shall have the child on Mother's Day. This holiday shall begin at 10:00 a.m. and end at 8:00 p.m. on the Sunday on which this holiday is nationally observed.

The child shall be returned to the custodial parent at the conclusion of each holiday. In odd-numbered years, mother shall have the children for even-numbered holidays; father shall have the children for the odd-numbered holidays. In even-numbered years, the

children shall remain with their mother for odd-numbered holidays and spend the even-numbered holidays with the father. This holiday visitation schedule shall supersede the regular weekend visitation schedule. The regular weekend visitation schedule shall continue with the parent who did not have the children on the previous holiday and continue on from that point, alternating between the parents every other weekend.

SUMMER PARENTING TIME:

The noncustodial parent shall have, beginning the summer of 2010, up to two continuous weeks of parenting time during the child's school summer vacation. During this period of time, the custodial parent is entitled to the same parenting time the noncustodial parent would have if the child was with the noncustodial parent. However, each parent is to have a period of up to ten (10) continuous days during the summer that will be uninterrupted by parenting time with the other parent. The custodial parent and noncustodial parent are to notify the other parent, in writing, no later than 30 days before the dates they will exercise their extended summer parenting time and must also provide the general location and schedule of where the parenting time will take place and specific contact information.

8. The above terms concerning parenting time and access to the child may be adjusted or temporarily modified in length, timing, or terms upon reasonable advance notice, communication and agreement between Mother, Father, and child when appropriate.

9. Both parents acknowledge the responsibility to exercise and provide visitation and that time is of the essence in exercising and providing visitation. Each parent shall use reasonable diligence to notify the other in a timely manner when he or she will be delayed, late, or unable to exercise or provide visitation within the time frames provided by this agreement. Fifteen minutes is a reasonable time for a parent to wait in order to pickup or return the child.

10. One parent may not plan or schedule activities during the parenting time of the other parent, without reasonable notice and consent of the other parent.

11. The Mother and Father agree that the child will have continuous and easy access to telephone contact with the other parent and that the other parent will have the same degree of telephone access with the child. The parent with whom the child is residing at any one time will assist in initiating calls to or receiving calls from the other

parent and will not unreasonably interfere with such access. Telephone access will be reasonably exercised, taking into account school hours, work hours, time zone changes, expense and other relevant factors.

12. Mother and Father shall inform one another reasonably in advance of all events where a parent may participate in the child's activities or events (for example, school plays, teacher conferences, sporting events, music recitals, et cetera). Notice shall be provided in such a way that the other parent has the maximum opportunity to attend that activity or event.

13. Mother and Father will each assist the child to the maximum extent possible to assure a quality education and will provide the other parent with information and cooperation related to educational achievements and deficiencies of the child. Mother and Father will provide each other reasonable advance notice of any events, occurrences or decisions relevant to the child's education, to include without limitation: content of curricula or curricula changes, changes of school, testing related to post-high school education, and events related to the decision or selection of college education.

14. All school, medical, dental, counseling, and other records will be reasonably available and accessible to both the Mother and the Father. The Mother and the Father will assist the other parent in obtaining access to any of these records, should the other parent request it. Neither the Mother nor the Father will conceal the creation, existence, or copy of any of these records from the other parent. The names of both parents shall appear on all medical and school records. Each parent is responsible for notifying the school that he or she is to be included on mailing lists and be notified of conferences and events, provided report cards, progress notes and other pertinent information.

15. Either Mother or Father may authorize emergency medical procedures in situations affecting the immediate health of the children.

16. Decisions of the moment regarding day-to-day care of the children will be made by the parent with whom the child are residing at the time.

17. Mother and Father shall assist the child in maintaining a positive relationship with the other parent and with other family members. Neither parent shall engage in conduct which tends to disparage the other parent or other family members.

which tends to develop or maintain a negative relationship toward the other parent or other family members, or which tends to encourage the child to violate this Plan or be uncooperative in implementing it. All communications about the child shall be conducted between the biological parents only, regardless of future relationships.

18. To resolve future changes or conflicts regarding parenting functions, parenting time or this Plan, the parents shall first seek solutions through mutual agreement, without the need for judicial intervention, and in a way which minimizes the exposure of a minor child to parental conflict and if unsuccessful then through the mediation process outlined in the Nebraska Parenting Act, prior to resorting to the court system.

19. Mother and Father agree that continued, meaningful and frequent communication between them and the child is a necessary element to this Plan. In this regard, the Mother and Father will encourage and foster communication between themselves and the children in order to define and meet the "parenting functions".

20. Neither party shall remove the minor child permanently from the jurisdiction of the Court without obtaining a prior Court Order. If either Mother or Father are planning to change the child's residence for more than thirty days, that parent shall provide forty-five (45) days notice to the other parent whose custody, parenting time or other access is affected. Notice shall be by certified mail, return receipt requested, postage prepaid, to the last known address of the other parent. If the other parent has an attorney at the time the notice is to be given to the other parent, a copy of the notice shall also be sent to that attorney.

21. Mother and Father shall each execute any and all documents necessary in the future to carry into full force and effect the terms of this Plan.

22. This Plan may be modified by mutual, written agreement of the parties and such modification shall be subject to approval by the Court before being incorporated into a court order.

23. This Plan shall expire when its terms are no longer effective with respect to the minor child, as agreed upon by the parties. It may be terminated prior to the child reaching the age of majority only upon agreement of Mother and Father and with approval of the Court.

24. If any future conflicts arise between Mother and Father regarding any of the issues described in this Parenting Plan, prior to initiating any litigation, the parties shall engage in further mediation in an effort to resolve those disputed issues.

Signed this 12 day of August, 2010


STACY M. SKRADSKI, Mother

Signed this 11 day of August, 2010


JOHN E. SKRADSKI, Father

342-9379

Skradski

Worksheet 1

BASIC NET INCOME AND SUPPORT CALCULATION

Case: Skradski Date: 01/22/2010
One Child Custody: Mother

	Mother	Combined	Father
1. Total monthly income from all sources	\$3,083.00		\$3,466.00
2. Deductions		1 Exemptions	2
a. Federal Income Tax	\$310.78		\$322.61
a. State Income Tax	\$105.23		\$121.59
b. FICA Tax	\$235.85		\$265.15
c. Retirement	\$123.00		\$260.17
d. Child support previously ordered for other children	\$0.00		\$0.00
e. Child regular support for other children	\$0.00		\$0.00
f. Total Deductions	\$774.86		\$969.52
Child Tax Credit	\$0.00		\$0.00
3. Monthly net Income	\$2,308.14		\$2,496.48
4. Combined monthly net income		\$4,804.62	
5. Combined annual net income		\$57,655.40	
6. Percent contribution of each parent	48.04%		51.96%
7. Monthly support from table 1		\$1,008.00	
8. Health insurance premium	\$0.00		\$374.77
9. Total obligation		\$1,382.77	
10. Each parent's monthly share	\$664.28		\$718.49
11. Each parent's credit for health premium actually paid	\$0.00		\$374.77
12. Each parent's final share of the obligation	\$664.28		\$343.72

Worksheet 1

BASIC NET INCOME AND SUPPORT CALCULATION

Case: Skradski Date: 01/22/2010
One Child Custody: Mother

	<u>Mother</u>	<u>Combined</u>	<u>Father</u>
1. Total monthly income from all sources	\$3,083.00		\$3,232.57
2. Deductions	2	Exemptions	1
a. Federal Income Tax	\$217.03		\$333.22
a. State Income Tax	\$62.60		\$115.46
b. FICA Tax	\$235.85		\$247.29
c. Retirement	\$0.00		\$129.30
d. Child support previously ordered for other children	\$0.00		\$0.00
e. Child regular support for other children	\$0.00		\$0.00
f. Total Deductions	\$515.48		\$825.27
Child Tax Credit	\$0.00		\$0.00
3. Monthly net income	\$2,567.52		\$2,407.30
4. Combined monthly net income		\$4,974.81	
5. Combined annual net income		\$59,697.77	
6. Percent contribution of each parent	51.61%		48.39%
7. Monthly support from table 1		\$1,027.00	
8. Health insurance premium	\$0.00		\$374.77
9. Total obligation		\$1,401.77	
10. Each parent's monthly share	\$723.46		\$678.31
11. Each parent's credit for health premium actually paid	\$0.00		\$374.77
12. Each parent's final share of the obligation	\$723.46		\$303.54