

IN THE DISTRICT COURT OF WASHINGTON COUNTY, NEBRASKA

DAWN KRUSE,

Plaintiff,

vs.

JOHN WRICH,

Defendant.

CASE NO. CI14-254

WASHINGTON COUNTY, NE
SUSAN T. HULL, CLERK
CLERK OF DISTRICT COURT

2016 FEB 11 AM 8:34

FILED

DECREE OF PATERNITY AND PARENTING PLAN

THIS MATTER comes before the Court on the 10 day of February, 2016, ~~2015~~ on the Complaint by the Plaintiff filed on December 31, 2014. The Defendant, John D. Wrich, filed an Answer and Cross Complaint to the Plaintiff's Complaint on January 30, 2015. The Plaintiff is represented in this matter by her attorney of record, Melissa L. Schutt. The Defendant is represented in this matter by his attorney of record, Albert P. Burnes. The Court being duly advised finds as follows:

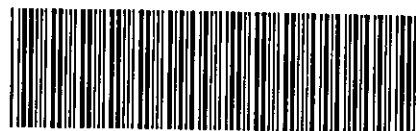
1. At the time of the filing of the Complaint, the Plaintiff was a resident of Washington County, Nebraska, and that the Court has jurisdiction of the Plaintiff, the Defendant, and the subject matter of this action.

2. Neither party is a member of the United States Armed Forces.

3. The parties have one minor child together namely:

OLIVIA ANN WRICH

4. The Plaintiff and the Defendant are the fit and proper persons to have joint legal custody of the parties' minor child. Primary possession of the parties' minor child should be with



the Plaintiff, subject to the Defendant's rights of reasonable and specific visitation as set forth in the Parenting Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

5. The Defendant will pay \$400.00 per month in child support by agreement of the parties. This is a deviation from the Nebraska Child Support Guidelines because the Defendant pays the entire amount of the minor child's daycare expense.

6. The Defendant will provide health insurance for the parties' minor child. Any medical, dental, optical or orthodontic expenses incurred on behalf of the minor child, that is not covered by health insurance will be divided with the Plaintiff paying 50% and the Defendant paying 50% of the unpaid medical, dental, optical or orthodontic expenses.

Reimbursement of the unpaid medical, dental, optical or orthodontic expenses should be made within fourteen (14) days of the presentment of the receipt(s) for payment of the medical, dental, optical or orthodontic expenses by the party who made the payment. If presentment of the receipt for payment is not made within thirty (30) days to the reimbursing party, the payment is waived.

7. The Defendant will pay the work, school, and/or health-related daycare costs incurred on behalf of the parties' minor child and the minor child will be placed at a state licensed daycare facility agreed to by the Plaintiff and Defendant.

8. The Plaintiff will claim the parties' minor child as a tax dependency exemption each even calendar year and the Defendant will claim the parties' minor child as a tax dependency exemption each odd calendar year.

9. The Plaintiff and the Defendant will each pay their own attorney's fees and costs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

I. The Plaintiff and the Defendant are the fit and proper persons to have joint legal custody of the parties' minor child. Primary possession of the parties' minor child shall be with the Plaintiff, subject to the Defendant's rights of reasonable and specific visitation as set forth in the Parenting Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

II. The Defendant shall pay \$400.00 per month in child support by agreement of the parties until said minor child reaches the age of majority under Nebraska law, becomes emancipated, dies or marries, whichever shall occur first. This child support amount is a deviation from the Nebraska Child Support Guidelines.

III. The child support payments shall be made payable to the Nebraska Child Support Payment Center, PO Box 82600, Lincoln, Nebraska 68501-2600, to be disbursed to the Plaintiff. The Court further finds that all delinquent child support shall bear interest computed on the outstanding and delinquent amount

at the rate of 2.510 % as simple interest thereon. In the event the Defendant fails to pay any such child support payments, as such failure is certified to the court each month by the Nebraska Child Support Payment Center in cases where court-ordered child support is delinquent in an amount equal to the support due and payable for a one-month period of time, he may be required to appear in court on a date to be determined by the Court and show cause why such payment were not made. In the event that the Defendant fails to pay and appear as ordered, a warrant shall be issued for the Defendant's arrest.

IV. Both parties are required to furnish the Nebraska Child Support Payment Center, their address, telephone number, social security number, the name of their employer, whether or not they have access to employer-related health insurance coverage, and if so, the health insurance policy information. The Plaintiff shall also advise the Nebraska Child Support Payment Center whether he has access to employer-related health insurance coverage, and if so, the health insurance policy information, and any other information the Court shall deem relevant until the child support judgment is paid in full. Both parties are further ordered to advise the Nebraska Child Support Payment Center of any changes in such information between the time of entry of this Decree and payment of the child support judgment in full. Failure to comply with the provisions of this section shall be punishable by contempt.

V. The Defendant shall provide health insurance for the

parties' minor child. Any medical, dental, optical or orthodontic expenses incurred on behalf of the minor child, that is not covered by health insurance will be divided with the Plaintiff paying 50% and the Defendant paying 50% of the unpaid medical, dental, optical or orthodontic expenses.

Reimbursement of the unpaid medical, dental, optical or orthodontic expenses should be made within fourteen (14) days of the presentment of the receipt(s) for payment of the medical, dental, optical or orthodontic expenses by the party who made the payment. If presentment of the receipt for payment is not made within thirty (30) days to the reimbursing party, the payment is waived.

VI. The Defendant shall pay the work, school, and/or health-related daycare costs incurred on behalf of the parties' minor child and the minor child shall be placed at a state licensed daycare facility agreed to by the Plaintiff and Defendant.

VII. The Plaintiff will claim the parties' minor child as a tax dependency exemption each even calendar year and the Defendant will claim the parties' minor child as a tax dependency exemption each odd calendar year.

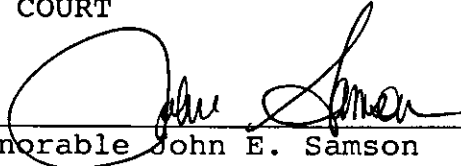
VIII. The Plaintiff and the Defendant are hereby ordered and directed to abide by all of the terms and conditions of this Decree of Paternity and Parenting Plan as set forth in this Decree of Paternity and Parenting Plan, and shall be enforced by all remedies available for the enforcement of a judgment,

including contempt proceedings pursuant to Nebraska State Law.

IX. The Plaintiff and the Defendant shall each pay their own attorney's fees and costs.

SIGNED this 10 day of February, 2015

BY THE COURT

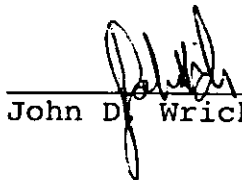


The Honorable John E. Samson
Washington County District Court Judge

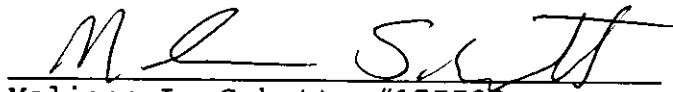
APPROVED AS TO FORM AND CONTENT:


Dawn Kruse, Plaintiff

APPROVED AS TO FORM AND CONTENT:


John D. Wrich, Defendant

APPROVED AS TO FORM AND CONTENT:


Melissa L. Schutt, #177729
Attorney for Plaintiff
1627 East Military Avenue
Fremont NE 68025
Telephone No: (402) 721-3037
Telefax No: (402) 721-1351

PREPARED AND SUBMITTED BY:

Albert P. Burnes, #18537

of BURNES LAW OFFICE

Attorney for Plaintiff

5017 Leavenworth Street, Suite #103

Omaha, NE 68106-1438

Telephone No. (402) 344-0880

Telefax No. (402) 344-0270

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IN THE DISTRICT COURT OF WASHINGTON COUNTY, NEBRASKA

DAWN KRUSE,

Plaintiff,

vs.

JOHN WRICH,

Defendant.

CASE NO: CI14-254

**PARENTING PLAN
EXHIBIT A**

PARENTING PLAN

This Parenting Plan is being entered into between Dawn Kruse, mother, and John Wrich, father.

WHEREAS, Mother has filed a Complaint for Paternity and the Father has filed a Cross Complaint for Paternity in the District Court of Washington County, Nebraska; and

WHEREAS, Mother and Father have one minor child, Olivia Ann Wrich, born 2013; and

WHEREAS, each party is aware of his or her right to be represented by legal counsel and has had a full opportunity to seek counsel for purposes of entering into this Parenting Plan (the "Plan"); and

WHEREAS, Mother and Father wish to have this Plan, and the terms and conditions contained herein, approved by the Court and incorporated by the Court in a Paternity Order in the case of CI14-254.

Mother and Father mutually agree as follows:

1. The best interests of the minor child will be maintained through the ongoing involvement of both the Mother and the Father in the child's life.

2. The Mother and Father agree that each parent is a fit and proper person to be involved in the parenting of the child.

3. The Mother and Father will remain active and involved in parenting the child.

4. The overriding purposes of the 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 the 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 interest of the "minor child" as defined by the Nebraska Parenting Act.

7. Mother and Father shall have joint legal custody of the child and as such, shall maintain the mutual responsibility and authority to make final decisions concerning the parenting functions necessary for raising the child.

8. The principal residence of the child will be with Mother subject to the provisions of this plan.

9. Parenting time shall be as agreed by the parties. The Mother and Father agree to be liberal and flexible in parenting time recognizing Father's work schedule and Mother's health issues. If the parents do not otherwise agree parenting time with the child shall be as follows:

A. Weekends - every other weekend commencing from Friday at 5:00 p.m. until Sunday at 5:00 p.m.

B. Weekdays - Every Wednesday beginning at 5:00 p.m. until 8:30 p.m.

C. Any other visitation as agreed to by the Mother and Father.

D. Summer - Each parent shall have fourteen (14) days uninterrupted visitation period during the summer. Each parent shall inform the other no later than May 1st of each year of the dates selected. Summer visitation shall not infringe upon the other parent's holiday visitation dates. Summer visitation may not be tacked onto weekend visitation or holiday visitation without prior consent of the other parent.

E. Holidays - Holidays shall prevail over the regular schedule of visitation.

F. Major Holidays:

1.) Easter: This holiday shall commence on Friday at 5:00 p.m. and conclude on Monday at 8:00 a.m.

2.) Memorial Day Weekend: This holiday shall commence on Friday at 5:00 p.m. and conclude on Monday, Memorial Day at 5:00 p.m.

3.) Fourth of July: This holiday shall commence on July 4th at 10:00 a.m. and conclude on July 5th at 8:00 a.m.

4.) Labor Day Weekend: This holiday shall commence on Friday at 5:00 p.m. and conclude on Monday, Labor Day at 5:00 p.m.

5.) Thanksgiving: This holiday shall commence on Wednesday at 5:00 p.m. and conclude on Thursday at 8:00 p.m.

6.) Christmas Eve: This holiday shall commence on the day the child is released from school at 5:00 p.m. and conclude on December 24th at 8:00 p.m.

7.) Christmas Day: This holiday shall commence on December 24 at 8:00 p.m. and conclude on December 26 at 8:00 p.m.

8.) New Year's Eve: This holiday shall commence on December 31st at 5:00 p.m. and conclude on January 1st at 10:00 a.m.

9.) New Year's Day: This holiday shall commence on January 1st at 10:00 a.m. and conclude on the day before school is to begin at 6:00 p.m.

G. Other:

1.) The child shall be returned to Mother at the conclusion of each holiday. ***The parent commencing parenting time shall pickup the child.***

2.) In even-numbered years, Mother shall have the child for the following holidays: Easter, Fourth of July, Thanksgiving, Christmas Day, and New Year's Day. Father shall have the child for the following holiday: Memorial Day Weekend, Labor Day Weekend, Christmas Eve, and New Year's Eve.

3.) In Odd-numbered years, Mother shall have the child for the following holidays: Memorial Day Weekend, Labor Day Weekend, Christmas Eve, and New Year's Eve. Father shall have the child for the following holidays: Easter, Fourth of July, Thanksgiving, Christmas Day, and New Year's Day.

H. Mother's Day: The child will spend Mother's Day with Mother. Father's Day: The child will spend Father's Day with Father. For Mother's Day and Father's Day only, the holiday will commence on Sunday at 10:00 a.m. and conclude on Sunday at 8:00 p.m.

I. This holiday schedule shall supersede the regular weekend schedule.

J. Other holiday, birthdays, and significant dates will be celebrated by mutual agreement of Mother and Father, consistent with the interests of the child.

K. The above terms concerning visitation 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.

L. 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.

M. Each parent shall be responsible for providing his or her parents and extended family with access time to the child during the parent's time with 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 the 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. Mother and Father acknowledge the statutory responsibility to provide the child with regular and continuous school attendance.

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 child.

16. Decisions of the moment regarding day-to-day care of the child will be made by the parent with whom the child is 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 the 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 child in order to define and meet the "parenting functions".

20. In the event either parent moves, the new address shall be provided to the other parent prior to the move. The child's residence shall not be changed from the State of Nebraska without the prior written permission of the Court.

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 where its terms are no longer effective with respect to the minor child. 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.

APPROVED AS TO FORM AND CONTENT:

Dawn Kruse
Dawn Kruse, Mother

APPROVED AS TO FORM AND CONTENT:

John D. Wrich
John D. Wrich, Father

Gjwpp0915

Nebraska Child Support Calculator
 An NSBA Member Benefit for Melissa Schutt



[Edit Values](#) | [View Permutations](#) | [Life Insurance Requirements](#) | [Deviation Worksheet](#) | [Save](#)

Case Name: kruse vs, wrick

Worksheet 1 - Basic Income and Support Calculation

Mother: Single / 2 Exemptions / Not Self Employed
 Father: Single / 1 Exemptions / Not Self Employed

Line	Description	Mother	Father
1	Total Monthly Income	\$0.00	\$7,309.00
1	Tax-Exempt Income	\$904.00	\$0.00
2.a	Taxes - Federal	\$0.00	\$1,259.23
2.a	Taxes - Nebraska	\$0.00	\$381.22
2.b	FICA - Social Security	\$0.00	\$453.16
2.b	FICA - Medicare	\$0.00	\$105.98
2.c	Retirement	\$36.16	\$292.36
2.d	Previously Ordered Support	\$0.00	\$0.00
2.e	Regular Support for Other Children	\$0.00	\$0.00
2.f	Health Insurance Premium for Parent	\$0.00	\$0.00
	Other Deductions	\$0.00	\$0.00
	Child Tax Credit	(\$0.00)	(\$0.00)
2.g	Total Deductions	\$36.16	\$2,491.95
3	Net Monthly Income	\$867.84	\$4,817.05
4	Combined Net Monthly Income	\$5,684.89	
5	Combined Net Annual Income	\$68,218.69	
6	Each Parent's Percent	15.27%	84.73%
7	Monthly Support from Table (1 Child)	\$1,117.00	
8	Health Insurance Premium for Children	\$0.00	\$0.00
9	Total Obligation	\$1,117.00	
10	Each Parent's Monthly Share	\$170.57	\$946.43
11	Credit For Health Insurance Premium Paid	(\$0.00)	(\$0.00)
12	Each Parents' Final Share (1 Child, rounded)	\$171.00	\$946.00
	Section 4-218 Adjusted Share (rounded)	\$0.00	\$946.00
	Section 4-209 Minimum Support (rounded)	\$87.00	N/A

Worksheet 4 - Number of Children Calculation (final shares are rounded to the nearest whole dollar)

No. Children	Table Amount	Total Including Health Ins.	Mother's Share of Total	Father's Share of Total	Mother's Final Share	Father's Final Share
1	\$1,117.00	\$1,117.00	\$170.57	\$946.43	Normal: \$171.00 4-218 Adj: \$0.00 4-209 Min: \$87.00	Normal: \$946.00 4-218 Adj: \$946.00

Note: This calculation places one or both parties below the poverty line. See the Section 4-218 Adjusted Share.

At least one party is subject to Section 4-209 Minimum Support which exceeds the Section 4-218 Adjustment.

CERTIFICATE OF SERVICE

I, the undersigned, certify that on February 11, 2016 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Albert P Burnes
bloffice2003@yahoo.com

Melissa L Schutt
office@fornoffschuttlaw.com



Date: February 11, 2016

BY THE COURT:

Susan K. Paulsen
CLERK