

IN THE DISTRICT COURT OF GAGE COUNTY, NEBRASKA

RACHAEL L. BUAMAN,)	
)	CASE NO. CI 16-315
Plaintiff,)	
)	DECREE OF DISSOLUTION
vs.)	
)	
MATTHEW R. BAUMAN,)	
)	
Defendant.)	

THIS MATTER came on for trial on the 16th day of March, 2017, on Plaintiff's Complaint for Dissolution of Marriage. Plaintiff appeared in Court with her attorney, Hal W. Anderson; Defendant appeared in Court with his attorney, Jeff A. Gaertig.

The Court received into evidence Exhibit 7, which was a Joint Stipulation and Property Settlement of the parties. The Court does herewith incorporate Exhibit 7 herein and orders both parties to abide thereby as if fully and completely set forth in this Decree.

The Plaintiff presented evidence in support of her Complaint and the Court, now being fully advised in the premises, makes its findings and decrees as follows:

1. That this Court has jurisdiction over the parties and the subject matter of this action for the purposes of granting relief requested in Plaintiff's Complaint.
2. That at least one of the parties is, and has been, a resident of the State of Nebraska for at least one (1) year prior to the filing of the Complaint herein.
3. That more than sixty (60) days have last passed since the perfection of service of process in this matter.
4. That the parties were married in Pickrell, Gage County, Nebraska on the 20th day of March, 1999, and that there have been four (4) children born the issue of the Plaintiff and Defendant, namely, Hannah Bauman, born in 1999; Augustus Bauman, born in 2002; Henry Bauman, born in 2008; and, Clara Bauman, born in 2009.
5. That neither party is a member of the armed forces of the United States or its allies.
6. That neither party is now a party to any other pending actions for divorce, separation or dissolution of marriage.
7. That every reasonable effort to effect reconciliation has been made, without success, and the marriage of the Plaintiff and Defendant is irretrievably broken.

8. **CHILD CUSTODY.** That both parties are fit and proper persons to have the care, custody and control of the four (4) minor children of the parties, namely, Hannah Bauman, born in 1999; Augustus Bauman, born in 2002; Henry Bauman, born in 2008; and, Clara Bauman, born in 2009, and the parties are awarded joint legal custody of the parties' minor children with the Plaintiff having primary physical custody. The parties have prepared and agreed to a Parenting Plan which is attached to the Joint Stipulation and Property Settlement Agreement and incorporated herein by this reference.

9. **CHILD SUPPORT.** That the Defendant shall pay, as child support, the total sum of \$2,100 per month for the support of the four (4) minor children commencing on the 1st day of April, 2017, and continuing on the 1st day of each month thereafter until one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there are only three (3) minor children remaining, the Defendant shall pay child support in the sum of \$1,800 until the one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there are only two (2) minor children remaining the Defendant shall pay child support in the sum of \$1,575 until the one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there is only one (1) minor child remaining Defendant shall pay child support in the sum of \$1,100 until the child reaches majority under Nebraska law, becomes emancipated, self-supporting, marries, dies, or until further order of the Court. Child support has been determined in accordance with the Nebraska Child Support Guidelines and shall be subject to modification in accordance with said Guidelines.

Child support shall be made payable to the Nebraska Payment Center and mailed to the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501. All payments must include the name of the payor (Defendant), Defendant's Social Security Number, County (Gage), and Court Case Number (CI 16-315).

In the event the Defendant fails to pay any child support payment, as such failure is certified each month by the District Court Clerk in an amount equal to the support due and payable for a one-month period of time, Defendant may be required to appear in Court and show cause why such payment was not made. In the event Defendant fails to pay and appear as ordered, a warrant shall be issued for his arrest.

Defendant shall comply with the terms and provisions of Neb. Rev. Stat. § 43-17183.02, as amended, and Defendant shall prepare and forward a Notice to Withhold Income to Defendant's employer pursuant to said statute and said employer shall comply with the terms and provisions of said Notice to Withhold Income.

The Temporary Order entered in this case in regards to the support obligation of the Defendant shall end March 31, 2017, and the new obligation for child support shall start April 1, 2017.

10. **CHILD CARE EXPENSES.** That the Defendant shall reimburse the Plaintiff sixty (60%) percent of any and all work-related or educational-related daycare expenses. Plaintiff is to provide verification of daycare expenses to the Defendant and the Defendant is to reimburse the Defendant his sixty (60%) percent within seven (7) days of his receipt of verification from the Plaintiff.

11. **HEALTH INSURANCE.** That the Defendant shall continue to maintain health insurance for the minor children so long as it is available to him through his employment or any organization to which he belongs. In addition, the parties agree that the Defendant shall continue to provide coverage for the Plaintiff for a period of six (6) month from and after the date the Decree is entered.

That the Plaintiff will pay the first \$480 of the non-covered health related expenses per year per each minor child. Defendant will pay sixty (60%) percent of any and all non-covered medical expenses above and beyond the first \$480 per child. Plaintiff has an obligation to present statements to the Defendant on a regular basis and the Defendant is to reimburse the Plaintiff within fourteen (14) days of his receipt of the statements from the Plaintiff. Information to be provided to the Defendant by the Plaintiff should contain sufficient information so as to show by way of an accounting the payment of the first \$480 per child, the application of appropriate health insurance benefits, and the amount to be divided 60/40 thereafter.

12. **2016 INCOME TAX RETURNS.** The parties shall their 2016 Federal and State Income Tax Returns as married persons filing separately. The Plaintiff may file as head of household using her income. Plaintiff shall only claim Hannah and Clara and the Defendant will claim Augustus and Henry for 2016. The Defendant shall be allowed to claim the mortgage interest deduction for 2016.

13. **CHILD-RELATED EXEMPTIONS.** Starting in the tax year 2017 and each year thereafter the Defendant will claim Henry and Augustus so long as the Defendant is current on his child support obligation as of December 31 of each tax year and the Plaintiff shall claim Clara.

14. **ALIMONY.** That neither party is to pay alimony to the other party.

15. **REAL ESTATE.** That the Plaintiff is awarded as her sole and separate property, free and clear of any claim by the Defendant, all ownership interest of the parties, or either of them in the family home legally described as:

SEC 14-3-5 REF TO N ¼ COR OF SAID SEC TH W 578.33 TO
POB TH S 589' W 291.5'N 589' E 291.5' TO POB 3.94 AC,
Gage County, Nebraska

commonly referred to as 8375 W. Lilac Road, Beatrice, Nebraska, but subject to the existing indebtedness to Quicken Loans in the approximate amount of \$170,000. The Plaintiff is ordered to perform the terms of the Property Settlement Agreement in terms of indemnification, hold harmless and refinancing, as if fully set forth herein.

16. **EQUALIZATION JUDGMENT.** That the Plaintiff is awarded the entirety of the Defendant's Dialysis Center retirement 401(k) set forth in the Property Settlement and as testified at the hearing. The Plaintiff shall, by and through her counsel, prepare a qualified domestic relations order consistent with the plan administrator's requirements for this 401(k) and the entirety of the Defendant's 401(k) with The Dialysis Center in Lincoln shall be transferred to the Defendant thereby.

The Defendant shall have as his sole and separate property the entirety of his Gage County NPERS 401(k).

17. **DIVISION OF DEBT.** That the Plaintiff shall be responsible for the following obligations:

- A. Brenda & Scott Wiens in the approximate amount of \$11,200
- B. US Bank Visa debt in the approximate amount of \$8,400

That the Defendant shall be responsible for the following obligations:

- A. Defendant's student loan debt in the approximate amount of \$5,600
- B. Member's Own Credit Union car loan of approximately \$9,000
- C. Cabela's Visa Card in the approximate amount of \$7,500
- D. Community Medical Center debt in the approximate amount of \$252.95

E. Dr. Shelly Freeman Ph.D. in the approximate amount of \$255

F. Gateway Dermatology in the approximate amount of \$750.

18. **PERSONAL PROPERTY.** That each party shall have as their sole and separate property, free and clear of any claim by the other, all household goods, furnishings, personal belongings and personal effects now in their respective possession as of the date of the execution of this agreement unless specifically set forth in this document or by attachment. The parties agreed to a division of certain property that included Exhibit 8. The parties are ordered to abide by the oral stipulation in regard to Exhibit 8 as if fully set forth herein and the parties agree to a division of personal property in addition thereto as the parties agree.

19. **COSTS AND ATTORNEY'S FEES.** That each party shall pay their own costs and attorney's fees.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the marriage of Plaintiff, RACHAEL L. BAUMAN, and Defendant, MATTHEW R. BAUMAN, be, and hereby is dissolved.

IT IS FURTHER ORDERED that Paragraphs 8 through 19 are hereby incorporated in this decretal portion of this Decree and are made a part of this decretal portion of this Decree by reference and that the parties are ordered to perform and carry out in all respects the terms and provisions of said Paragraphs 8 through 15, the same as if they were set forth verbatim herein.

IT IS FURTHER ORDERED that both parties are fit and proper persons to have the care, custody and control of the four (4) minor children of the parties, namely, Hannah Bauman, born in 1999; Augustus Bauman, born in 2002; Henry Bauman, born in 2008; and, Clara Bauman, born in 2009, and the parties are awarded joint legal custody of the parties' minor children with the Plaintiff having primary physical custody. The parties have prepared and agreed to a Parenting Plan which is attached to the Joint Stipulation and Property Settlement Agreement and incorporated herein by this reference.

IT IS FURTHER ORDERED that the Defendant shall pay, as child support, the total sum of \$2,100 per month for the support of the four (4) minor children commencing on the 1st day of April, 2017, and continuing on the 1st day of each month thereafter until one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there are only three (3) minor children remaining, the Defendant shall pay child support in the sum of \$1,800 until the one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes

first in time. When there are only two (2) minor children remaining the Defendant shall pay child support in the sum of \$1,575 until the one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there is only one (1) minor child remaining Defendant shall pay child support in the sum of \$1,100 until the child reaches majority under Nebraska law, becomes emancipated, self-supporting, marries, dies, or until further order of the Court. Child support has been determined in accordance with the Nebraska Child Support Guidelines and shall be subject to modification in accordance with said Guidelines.

IT IS FURTHER ORDERED that child support shall be made payable to the Nebraska Payment Center and mailed to the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501. All payments must include the name of the payor (Defendant), Defendant's Social Security Number, County (Gage), and Court Case Number (CI 16-315).

IT IS FURTHER ORDERED that in the event the Defendant fails to pay any child support payment, as such failure is certified each month by the District Court Clerk in an amount equal to the support due and payable for a one-month period of time, Defendant may be required to appear in Court and show cause why such payment was not made. In the event Defendant fails to pay and appear as ordered, a warrant shall be issued for his arrest.

IT IS FURTHER ORDERED that the Defendant shall comply with the terms and provisions of Neb. Rev. Stat. § 43-17183.02, as amended, and Defendant shall prepare and forward a Notice to Withhold Income to Defendant's employer pursuant to said statute and said employer shall comply with the terms and provisions of said Notice to Withhold Income.

IT IS FURTHER ORDERED that that the Temporary Order entered in this case in regards to the support obligation of the Defendant shall end March 31, 2017, and the new obligation for child support shall start April 1, 2017.

IT IS FURTHER ORDERED that the Defendant will reimburse the Plaintiff sixty (60%) percent of any and all work-related or educational-related daycare expenses. Plaintiff will provide verification of daycare expenses to the Defendant and the Defendant will reimburse the Defendant his sixty (60%) percent within seven (7) days of his receipt of verification from the Plaintiff.

IT IS FURTHER ORDERED that the Defendant will continue to maintain health insurance for the minor children so long as it is available to him through his employment or any organization to which he belongs. In addition, the Defendant will continue to provide coverage for the Plaintiff for a period of six (6) month from and after the date the Decree is entered.

IT IS FURTHER ORDERED that the Plaintiff will pay the first \$480 of the non-covered health related expenses per year per each minor child. Defendant will pay sixty (60%) percent of any and all non-covered medical expenses above and beyond the first \$480 per child. Plaintiff has an obligation to present statements to the Defendant on a regular basis and the Defendant is to reimburse the Plaintiff within fourteen (14) days of his receipt of the statements from the Plaintiff. Information to be provided to the Defendant by the Plaintiff should contain sufficient information so as to show by way of an accounting the payment of the first \$480 per child, the application of appropriate health insurance benefits, and the amount to be divided 60/40 thereafter.

IT IS FURTHER ORDERED that the parties will file their 2016 Federal and State Income Tax Returns as married persons filing separately. The Plaintiff will file as head of household using her income. Plaintiff will only claim Hannah and Clara and the Defendant will claim Augustus and Henry for 2016. The Defendant is allowed to claim the mortgage interest deduction for 2016.

IT IS FURTHER ORDERED that commencing in the tax year 2017 and each year thereafter the Defendant will claim Henry and Augustus so long as the Defendant is current on his child support obligation as of December 31 of each tax year and the Plaintiff shall claim Clara.

IT IS FURTHER ORDERED that neither party is ordered to pay alimony to the other party.

IT IS FURTHER ORDERED that the Plaintiff is awarded as her sole and separate property, free and clear of any claim by the Defendant, all ownership interest of the parties, or either of them in the family home legally described as:

SEC 14-3-5 REF TO N ¼ COR OF SAID SEC TH W 578.33 TO
POB TH S 589' W 291.5' N 589' E 291.5' TO POB 3.94 AC,
Gage County, Nebraska

commonly referred to as 8375 W. Lilac Road, Beatrice, Nebraska, but subject to the existing indebtedness to Quicken Loans in the approximate amount of \$170,000. The Plaintiff is ordered to perform the terms of the Property Settlement Agreement in terms of indemnification, hold harmless and refinancing, as if fully set forth herein.

IT IS FURTHER ORDERED that the Plaintiff is awarded the entirety of the Defendant's Dialysis Center retirement 401(k) set forth in the Property Settlement and as testified at the hearing. The Plaintiff shall, by and through her counsel, prepare a qualified domestic relations order consistent with the plan administrator's requirements for this 401(k) and the entirety of the Defendant's 401(k) with The Dialysis Center in Lincoln shall be transferred to the Defendant thereby.

That Defendant is awarded as his sole and separate property the entirety of his Gage County NPERS 401(k).

IT IS FURTHER ORDERED that the Plaintiff is responsible for the following obligations:

- A. Brenda & Scott Wiens in the approximate amount of \$11,200
- B. US Bank Visa debt in the approximate amount of \$8,400

IT IS FURTHER ORDERED that the Defendant is responsible for the following obligations:

- A. Defendant's student loan debt in the approximate amount of \$5,600
- B. Member's Own Credit Union car loan of approximately \$9,000
- C. Cabela's Visa Card in the approximate amount of \$7,500
- D. Community Medical Center debt in the approximate amount of \$252.95
- E. Dr. Shelly Freeman Ph.D. in the approximate amount of \$255
- F. Gateway Dermatology in the approximate amount of \$750.

IT IS FURTHER ORDERED that each party shall have as their sole and separate property, free and clear of any claim by the other, all household goods, furnishings, personal belongings and personal effects now in their respective possession as of the date of the execution of this agreement unless specifically set forth in this document or by attachment. The parties agreed to a division of certain property that included Exhibit 8. The parties are ordered to abide by the oral stipulation in regard to Exhibit 8 as if fully set forth herein and the parties agree to a division of personal property in addition thereto as the parties agree.

IT IS FURTHER ORDERED that in approving Exhibit 7, the Joint Stipulation and Property Settlement Agreement, both parties shall abide by the agreement as if fully set for the herein.


IT IS FURTHER ORDERED that each party shall sign and execute such deed, titles, and instruments of transfer as shall be necessary to accomplish the division of property as provided for herein, and, in the event that either party shall neglect or refuse to execute such deeds, titles, and instruments of transfer, this Decree shall serve as such deed, assignment and transfer in and of its own effect.

THIS DECREE shall become final and operative, except for the purpose of review by appeal, without any further action of the Court, thirty (30) days after it is entered or on the death of one of the parties to the dissolution, whichever first occurs; however, for purposes of remarriage or the continuation of health insurance coverage, the Decree becomes final and operative six (6) months after the Decree is entered or on the death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the death of either of the parties, the Decree shall be treated as if it became final and operative the day it was entered.


To the extent there is any conflict between this Decree and any attachment or other document incorporated herein by reference, the language of this Decree shall supersede and control.

DATED this 22nd day of March, 2017.

BY THE COURT:


VICKY L. JOHNSON,
DISTRICT COURT JUDGE

APPROVED AS TO FORM & CONTENT:


Jeffrey A. Gaertig, #22898
Attorney for Defendant
SMITH SCHAFFER DAVIS GAERTIG, LLC
609 Elk St.
Beatrice, NE 68310
Tel: 402-228-3443
Fax: 402-228-3406

PREPARED AND SUBMITTED BY:

HAL W. ANDERSON, #15004

Attorney for Plaintiff

ANDERSON, CREAGER & WITTSTRUCK, P.C., L.L.O.

1630 "K" Street

Lincoln, NE 68508

(402) 477-8800

Nebraska Child Support Calculator
 An NSBA Member Benefit for Hal Anderson



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

Case Name: Bauman v Bauman

Worksheet 1 - Basic Income and Support Calculation

Mother: Single / 2 Exemptions / Not Self Employed
 Father: Single / 3 Exemptions / Not Self Employed

Line	Description	Mother	Father
1	Total Monthly Income	\$1,200.00	\$8,764.00
1	Tax-Exempt Income	\$0.00	\$0.00
2.a	Taxes - Federal	\$0.00	\$1,450.48
2.a	Taxes - Nebraska	\$0.00	\$458.93
2.b	FICA - Social Security	\$74.40	\$543.37
2.b	FICA - Medicare	\$17.40	\$127.08
2.c	Retirement	\$0.00	\$350.56
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	\$91.80	\$2,930.42
3	Net Monthly Income	\$1,108.20	\$5,833.58
4	Combined Net Monthly Income	\$6,941.78	
5	Combined Net Annual Income	\$83,301.37	
6	Each Parent's Percent	15.96%	84.04%
7	Monthly Support from Table (4 Children)	\$2,467.00	
8	Health Insurance Premium for Children	\$0.00	\$150.00
9	Total Obligation	\$2,617.00	
10	Each Parent's Monthly Share	\$417.67	\$2,199.33
11	Credit For Health Insurance Premium Paid	(\$0.00)	(\$150.00)
12	Each Parents' Final Share (4 Children, rounded)	\$418.00	\$2,049.00
	Section 4-218 Adjusted Share (rounded)	\$118.00	\$2,049.00

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
4	\$2,467.00	\$2,617.00	\$417.67	\$2,199.33	Normal: \$418.00 4-218 Adj: \$118.00	Normal: \$2,049.00 4-218 Adj: \$2,049.00
3	\$2,112.00	\$2,262.00	\$361.02	\$1,900.98	Normal: \$361.00 4-218 Adj: \$118.00	Normal: \$1,751.00 4-218 Adj: \$1,751.00
2	\$1,838.00	\$1,988.00	\$317.28	\$1,670.72		

EX # 6

3/16/17

					Normal: \$317.00	Normal: \$1,521.00
					4-218 Adj: \$118.00	4-218 Adj: \$1,521.00
1	\$1,276.00	\$1,426.00	\$227.59	\$1,198.41	Normal: \$228.00	Normal: \$1,048.00
					4-218 Adj: \$118.00	4-218 Adj: \$1,048.00

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

Nebraska Child Support Calculator
 An NSBA Member Benefit for Hal Anderson



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

Case Name: Bauman v Bauman

Worksheet 1 - Basic Income and Support Calculation

Mother: Single / 2 Exemptions / Not Self Employed
 Father: Single / 3 Exemptions / Not Self Employed

Line	Description	Mother	Father
1	Total Monthly Income	\$1,200.00	\$10,264.00
1	Tax-Exempt Income	\$0.00	\$0.00
2.a	Taxes - Federal	\$0.00	\$1,857.40
2.a	Taxes - Nebraska	\$0.00	\$561.53
2.b	FICA - Social Security	\$74.40	\$636.37
2.b	FICA - Medicare	\$17.40	\$148.83
2.c	Retirement	\$0.00	\$410.56
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	\$91.80	\$3,614.69
3	Net Monthly Income	\$1,108.20	\$6,649.31
4	Combined Net Monthly Income	\$7,757.51	
5	Combined Net Annual Income	\$93,090.13	
6	Each Parent's Percent	14.29%	85.71%
7	Monthly Support from Table (4 Children)	\$2,648.00	
8	Health Insurance Premium for Children	\$0.00	\$150.00
9	Total Obligation	\$2,798.00	
10	Each Parent's Monthly Share	\$399.83	\$2,398.17
11	Credit For Health Insurance Premium Paid	(\$0.00)	(\$150.00)
12	Each Parents' Final Share (4 Children, rounded)	\$400.00	\$2,248.00
	Section 4-218 Adjusted Share (rounded)	\$118.00	\$2,248.00

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
4	\$2,648.00	\$2,798.00	\$399.83	\$2,398.17	Normal: \$400.00 4-218 Adj: \$118.00	Normal: \$2,248.00 4-218 Adj: \$2,248.00
3	\$2,266.00	\$2,416.00	\$345.25	\$2,070.75	Normal: \$345.00 4-218 Adj: \$118.00	Normal: \$1,921.00 4-218 Adj: \$1,921.00
2	\$1,977.00	\$2,127.00	\$303.95	\$1,823.05		

					Normal: \$304.00	Normal: \$1,673.00
					4-218 Adj: \$118.00	4-218 Adj: \$1,673.00
1	\$1,382.00	\$1,532.00	\$218.92	\$1,313.08	Normal: \$219.00	Normal: \$1,163.00
					4-218 Adj: \$118.00	4-218 Adj: \$1,163.00

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

CERTIFICATE OF SERVICE

I, the undersigned, certify that on March 22, 2017 , 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:

Jeffrey A Gaertig
jag@ssdglaw.com

Hal W Anderson
handerson@acwlaw.org

Date: March 22, 2017

BY THE COURT:

Alaine St. Wells

CLERK

