# Nebraska Judicial Branch

Case Summary

In the District Court of Douglas County The Case ID is CI 14 0002037 Jessica K Nguyen v. Thinh D Nguyen The Honorable Horacio J Wheelock, presiding. REFEREE N Classification: Dissolution of Marriage Filed on 03/17/2014 This case is Closed as of 01/13/2016 It was disposed as Uncontested Default

NE 68112

## Parties/Attorneys to the Case

Party Plaintiff ACTIVE Jessica K Nguyen 3029 Ida Street

Omaha

Defendant ACTIVE Thinh D Nguyen 3029 Ida Street Omaha NE 68112 Attorney

Darren J Pekny 300 South 19th Street Suite 212 Omaha NE 68102 402-344-4450 Charles L Grimes 2051 Harney Street Omaha NE 68102 402-345-7600

## Judgment Information

On 05/01/2014 judgment of Child Support was entered. Default interest rate is 2.0660% Financial records maintained by Health and Human Services The judgment creditor is Jessica K Nguyen The judgment debtor is Thinh D Nguyen Obligation of \$375.00 is monthly from 04/15/2014 to 04/30/2014 Obligation of \$750.00 is monthly from 05/01/2014 to 05/31/2014 Obligation of \$264.00 is monthly from 06/01/2014 to 07/11/2028 Obligation of \$185.00 is monthly from 08/01/2028 to 08/17/2031 On 05/01/2014 judgment of Spousal Support/Alimony was entered. Default interest rate is 2.0660% Financial records maintained by Health and Human Services The judgment creditor is Jessica K Nguyen The judgment debtor is Thinh D Nguyen Obligation of \$300.00 is monthly from 04/15/2014 to 06/15/2014

Court Costs	Information		
Incurred By	Account	Date	Amount
Plaintiff	Petition	03/17/2014	\$35.00
Plaintiff	Filing Fee - State	03/17/2014	\$5.00
Plaintiff	Automation Fee	03/17/2014	\$8.00

#### Nebraska Judicial Branch - Case Search

Incurred By	Account	Date	Amount
Plaintiff	NSC Education Fee	03/17/2014	\$1.00
Plaintiff	Dispute Resolution Fee	03/17/2014	\$0.75
Plaintiff	Indigent Defense Fee	03/17/2014	\$3.00
Plaintiff	Uniform Data Analysis Fee	03/17/2014	\$1.00
Plaintiff	Dissolution Fee	03/17/2014	\$25.00
Plaintiff	Parenting Act Fund	03/17/2014	\$50.00
Plaintiff	J.R.F.	03/17/2014	\$6.00
Plaintiff	Filing Fee-JRF	03/17/2014	\$2.00
Plaintiff	Legal Aid/Services Fund	03/17/2014	\$5.25
Plaintiff	Complete Record	03/17/2014	\$15.00
Plaintiff	Service Fees	03/21/2014	\$18.60

## Financial Activity

No trust money is held by the court No fee money is held by the court

Receipt	Туре	Date	For	Amount
148853	Check	07/30/2014	Nguyen,Thinh,D	\$50.00
			Conciliation Court Fee	\$50.00
133139	Electronic Trans	03/17/2014	Nguyen,Jessica,K	\$157.00
			Petition	\$35.00
			Filing Fee - State	\$5.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			Dissolution Fee	\$25.00
			Parenting Act Fund	\$50.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Complete Record	\$15.00

## Nebraska Judicial Branch - Case Search

Receipt	Туре	Date	For	Amount
133184	Cash	03/17/2014	Nguyen,Jessica,K	\$50.00
			Conciliation Court Fee	\$50.00

Register of Actions
02/15/2016 HHS/BVS Divorce Certificate
01/14/2016 Notice Issued on Darren J Pekny The document number is 00364082 Notice of Judgment E-MAILED darren@johnsonpeknylaw.com Image ID D00364082D01
01/14/2016 Notice Issued on Charles L Grimes The document number is 00364081 Notice of Judgment E-MAILED grimes@vsfamilylaw.com Image ID D00364081D01
01/13/2016 Waiver of Notice joint
Image ID 001252312D01
01/13/2016 Decree This action initiated by Horacio J Wheelock Joint cust, pay own costs eNotice Certificate Attached Image ID 001252315D01
12/03/2015 Notice-Trial This action initiated by party Thinh D Nguyen 01 13 16 100pm CR 410 / RT Image ID N15337WLCD01
10/27/2015 Order-Hearing This action initiated by Horacio J Wheelock 12/02/15 @ 2:00pm #410 eNotice Certificate Attached Image ID 001207974D01
07/27/2015 Release of Lien by Either Party This action initiated by party Jessica K Nguyen Image ID 001124728D01
11/26/2014 Signed Scheduling Order This action initiated by Joseph S Troia Image ID J00276174D01
11/26/2014 Proposed Scheduling Order This action initiated by Charles L Grimes Image ID 001094101D01
11/13/2014 Notice Issued The document number is 00292150 Notice of Intent to Dismiss
Darren J Pekny darren@jpclawyers.com Image ID D00292150D01
11/13/2014 Notice Issued The document number is 00292149

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Notice of Intent to Dismiss
Charles L Grimes grimes@vsfamilylaw.com
Image ID D00292149D01
10/24/2014 CC-Disp Report Parenting Plan Attac
             Image ID 001072348D01
10/03/2014 Change of Address
            This action initiated by party Jessica K Nguyen
   Darren J. Pekny
             Image ID N14276XCID01
06/25/2014 Answer
             This action initiated by party Jessica K Nguyen
   to counterclaim & reply
             Image ID N14176IY6D01
06/18/2014 Answer
             This action initiated by party Thinh D Nguyen
   AND COUNTERCLAIM
             Image ID N14169ZCUD01
06/05/2014 Temporary Order
   This action initiated by Joseph S Troia
second temp order - resp pays cs $264/mo eff 060114 for 2 deps, $185/mo
for 1 dep; see order for mortgage pyments
Image ID J00230641D01
06/05/2014 Order
   This action initiated by Joseph S Troia
order for leave to file answer and counterclaim out of time
             Image ID J00230640D01
06/02/2014 Note from Court Staff
   proposed order to ct admin
06/02/2014 Note from Court Staff
   Proposed order to court adminsitrator
06/02/2014 Note from Court Staff
   Proposed order to court administrator
05/27/2014 Motion-Leave To File Add'l Pleading
            This action initiated by party Thinh D Nguyen
       answer and counterclaim out of time
            hearinG: 061714 at 845
Image ID N141479PGD01
05/07/2014 Order
             This action initiated by Joseph S Troia
   Order & Journal Entry
             Image ID J00227310D01
05/01/2014 Temporary Order
            This action initiated by Joseph S Troia
Image ID J00227162D01
04/10/2014 Order
             This action initiated by Joseph S Troia
   Order & Journal Entry
             Image ID J00221791D01
04/03/2014 Order
             This action initiated by Joseph S Troia
   journal entry and order - continued to 040914 @ 10am
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Image ID
04/01/2014 Motion-Continuance This action initiated by party Thinh D Nguyen Image ID N14091BQGD01
04/01/2014 Appearance of Counsel This action initiated by party Thinh D Nguyen Charles L Grimes #24674 Image ID N14091BQED01
03/21/2014 Return Summons/Alias Summons The document number is 00249453 Served 03/18/2014, Douglas County Sheriff Personal Service Image ID 000992949D01
03/20/2014 BVS Complete Certificate
03/17/2014 Motion-Temp Order This action initiated by party Jessica K Nguyen Hearing 04 03 14 900am CR 506 Image ID N14076BFQD01
03/17/2014 Case Manually Assigned Previous Judge 13429; New Judge 14255; User ID C0101015
Per Julie changed to Troia PO #CI 14-2002
03/17/2014 Summons Issued on Thinh D Nguyen The document number is 00249453 Image ID D00249453D01
03/17/2014 Praecipe This action initiated by party Jessica K Nguyen Image ID N14076APKD01
03/17/2014 Confidential Document * This action initiated by party Jessica K Nguyen
03/17/2014 Confidential Document * This action initiated by party Jessica К Nguyen
03/17/2014 Complaint-Dissolution of Marriage This action initiated by party Jessica К Nguyen Image ID N14076АРНD01

## Judges Notes

04/03/2014 04-03-2014 Troia By agreement of Plaintiff's counsel, Darren Pekny, and recently retained counsel, Charlie Grimes for Defendant, temporary hearing set for this date is conintued until April 9, 2014 at 10:00 a.m. 04/09/2014 04-09-2014 Troia Parties appeared with counsels Darren Pekny and Charlie Grimes. Temporary Hearing held. Order to be submitted. (Protection Order under CI 14 - 2002 to be dismissed upon entry of Temporary Order.) 04/30/2014 04-30-2014 Troia Signed approved Temporary Order from April 9, 2014 hearing. Further hearing to be held on May 6, 2014 at 1:00 p.m. 05/06/2014

05-06-2014 Troia Parties appeared with counsels, Darren Pekny and Chris Vacanti. Temporary Hearing held. Order to be submitted. 06/04/2014 06-04-2014 Troia Signed (Approved) Order for Leave to File Answer and Counterclaim Out of Time - Defendant given 14 days from the date of the Order to comply and Plaintiff given 30 days to file responsive pleading. Signed (approved) Second Temporary Order. 11/26/2014 11-26-2014 Troia Signed scheduling Order. 10/25/2015 10-25-2015 Signed Order setting status check on 12-2-15 at 2:00 p.m. 12/02/2015 12-02-2015 Wheelock Counsel Mr. Pekny and Mr. Grimes present. Discussed two issues: children are not allowed to leave the Continental U.S. unless agreement by both parents in writing. Electronic writing is good. Second issue discussed is that father and mother should have equal legal custody. Mother should not have final say. No one has final say. This is not an order. Attorneys sought guidance from the Court. Parties have rigth to litigate this matter. Mr. Grimes to draft tri Mr. Grimes to draft trial order. Trial scheduled for 1/13/2016 at 1:00 p.m. Trial order due 12/3/2015. 01/13/2016 01-13-2016 Wheelock Signed decree Case closed. No trial. Case settled. CASE CLOSED

Conciliation Court PLF001 Nguyen, Jessica, K Plaintiff: DEF001 Nguyen, Thinh, D Defendant: Third Party: Judge: 14255 Troia, Joseph, S. Conflict: SADR Mediator: Vervaecke,Karen,L, Phone: ( Addr: Bloomfield Hills Professional Park 9802 Nicholas Phone: (402) 504-1818 Omaha NE 68114 ----- BASIC LEARNING PLAN ----- SECONDARY LEARNING PLAN -----PLF Registered YES Attended 03/20/2014 DEF Registered YES Attended 07/31/2014 Registered Attended Attended Registered 3RD Registered Attended Registered Attended Referral Date 08/06/2014 Outcome: Partial Plan Return Deadline 11/04/2014 closed 10/22/2014 ----- PLAINTIFF ATTORNEY --Atty: 24183 Pekny,Darren,Joseph, Firm: 01580 Johnson Pekny L 300 South 19th Street Suite 212 Omaha NE 68102 Phone: (402) 344-4450 ----- DEFENDANT ATTORNEY -\_ \_ \_ \_ \_ \_ Atty: 24674 Grimes,Charles,Lane, Firm: 02252 Vacanti Shattuc 2051 Harney Street Omaha NE 68102 Phone: (402) 345-7600



## IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

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JESSICA K. NGUYEN,
PLAINTIFF,
vs.
THINH D. NGUYEN,

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## **DEFENDANT.**

## CASE NO. CI 14-2037

## DECREE OF DISSOLUTION OF MARRIAGE

#44 FILED IN DISTRICT COURT DOUGLAS COUNTY NEBRASKA JAN 1 3 2016

JOHN M. FRIEND CLERK DISTRICT COURT

## I. PREAMBLE

THIS MATTER was submitted to the Court on the 3 day of 3, 2016, on the Complaint for Dissolution of Marriage filed by the Plaintiff, the Answer and Counterclaim filed by Defendant, and the evidence thereto.

During these proceedings, Plaintiff was represented by Darren J. Pekny of JOHNSON & PEKNY, L.L.C., 300 South 19<sup>th</sup> Street, Suite 212, Omaha, Nebraska 68102. Defendant was represented by Charles L. Grimes of VACANTI SHATTUCK, 2051 Harney Street, Omaha, Nebraska 68102; (402) 345-7600.

This matter was scheduled for trial on January 13, 2016. Prior to hearing, the parties reached an agreement as to all issues in dispute. The Court, having reviewed its entire file including the Complaint, Voluntary Appearance, and the Decree of Dissolution of Marriage and Parenting Plan signed by both parties, finds as follows:

## II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based upon the pleadings, agreement of the parties and the suggestions of counsel, the Court has been duly informed in the premises and makes the following findings of fact and conclusions of law:

1. Both parties were residents of the State of Nebraska for at least one (1) year immediately prior to the filing of the Complaint, with the bona fide intention of making Nebraska their permanent home.



2. A Complaint for Dissolution of Marriage was filed on March 17, 2014.

3. Defendant was served with summons on March 18, 2014.

4. More than sixty (60) days have passed since Defendant was served, and accordingly the mandatory waiting period prescribed by Neb. Rev. Stat.§ 42-363 (Reissue 2004) has passed.

5. The parties were married on March 22, 2009 in Muscatine, Muscatine County, Iowa.

6. Pursuant to Neb. Rev. Stat. §42-361(3)(a)(b) (Cumm. Supp. 2011), the Court finds it has sufficient basis to determine it has subject matter jurisdiction over this action and personal jurisdiction over both parties. Further, the Court finds both parties have certified in writing that the marriage is irretrievably broken, both parties have certified that they have made every reasonable effort to effect reconciliation, all documents required by the Court and by statute have been filed, and the parties have entered into a written agreement, signed by both parties under oath, resolving all issues presented by the pleadings in their dissolution action.

7. The parties are the parents of two (2) children whose custody and welfare will be affected by these proceedings, namely: MATTHEW NGUYEN (Year of Birth: 2009) and DARICK NGUYEN (Year of Birth: 2012), (hereinafter the "Minor Children").

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

9. Neither party is a member of the Armed Forces of the United States of America, nor have they been ordered to report for induction therein.

10. Neither party is aware of, and neither party has participated as a party, witness, or in any other capacity, in any other action or proceeding concerning the custody of the minor children.

11. The marriage of the parties is irretrievably broken and every reasonable effort has been made to resolve the marriage, however, the efforts have failed and the marriage should be dissolved. A Decree of Dissolution should be entered.

12. Both parents are fit and proper persons to be awarded the permanent care, custody and control of the minor children of the parties, and it is in the children's best interests that the

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parties be awarded joint legal and physical custody, subject to reasonable and liberal rights of visitation, as more fully set out in the parties' Parenting Plan. The Parenting Plan is attached hereto and marked as <u>Exhibit A</u>.

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13. Child support has been calculated in compliance with the Nebraska Child Support Guidelines and the terms and provisions of the Guidelines are specifically incorporated into this Agreement. Attached hereto and marked as **Exhibit B** is the calculation relied upon by the parties. **Exhibit B** sets forth the income of both parties derived from all sources, including income that could be acquired with reasonable efforts and based on the actual or reasonable earning capacity.

14. The Court determines based on the agreement of the parties and relative economic circumstances that an award of alimony is not appropriate.

## **III. ORDER OF THE COURT**

Based upon the foregoing Findings of Fact and Conclusions of Law, and the agreement of the parties, IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by this Court that:

1. <u>Dissolution</u>: The marriage of Jessica K. Nguyen and Thinh D. Nguyen, which marriage was entered into on March 22, 2009 in Muscatine, Muscatine County, Iowa, shall be and is hereby dissolved.

2. <u>Finality</u>: The finality of this Decree is determined by Neb. Rev. Stat.§ 42-372.01 as amended.

- a. Except as is otherwise provided in this section III.2, this Decree becomes final and operative thirty (30) days after entry.
- b. For the purpose of review by appeal, this Decree shall be treated as a final Order on the day that it is entered. If an appeal is instituted within thirty (30) days after the day the Decree was entered, the Decree will not become final until such proceedings are finally determined.
- c. For the sole purposes of remarriage and continuation of health insurance coverage, if specifically ordered herein, this Decree shall become final and operative six (6) months after the date it is entered. Neither party may remarry anyone, anytime, any place until the expiration on six months following entry of the Decree, each of them being under a legal, total and complete disability to do so.
- d. If this Decree has not otherwise become final on the date of death of one of the

parties, it will become final on the date it was entered.

3. <u>Custody</u>: The parties are hereby awarded joint legal and physical custody of the two (2) minor children, namely: MATTHEW NGUYEN (Year of Birth: 2009) and DARICK NGUYEN (Year of Birth: 2012), (hereinafter the "Minor Children"), subject to reasonable and liberal rights of parenting time, as more fully set out in the parties' Parenting Plan.

4. **Parenting Plan:** The Parenting Plan developed by the parties, which is attached and incorporated as **Exhibit A** herein, is approved in its entirety except as to the transition of the children set forth below, and the parties are ordered to abide by its terms. The transition of the children shall now be at the Westroads playground instead of at Wal-Mart on 52<sup>nd</sup> and Ames.

5. <u>Notice When Traveling Out of State:</u> If either party travels with the minor children out of the State of Nebraska for more than two days and two nights, written notice shall be given to the other party to include the city, state, and time frame of such travels, which notice shall be by either text message, e-mail, or regular mail.

The children shall not travel out of the continental United States until they reach the age of eighteen (18) years of age or without the express written permission from both parties.

6. <u>Child Support</u>: Commencing on the first day of the first month following the entry of this Decree, the Defendant shall pay child support to the Plaintiff in the amount of \$264.00 per month for as long as two children are eligible to receive support. At such time as one child is eligible for support, Defendant shall pay child support to Plaintiff in the amount of \$185.00 per month.

Child support shall terminate when the remaining child reaches the age of majority under Nebraska law, becomes emancipated, becomes self-supporting, marries or dies, or until further order of the Court.

All child support shall be payable through the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska, 68501-2600.

Pursuant to Neb. Rev. Stat. §42-358.02, all delinquent child support payments shall draw interest at the rate specified in Neb. Rev. Stat. §45-103 in effect on the date of this Order, which is \_\_\_\_\_%. Such interest shall be computed as simple interest. 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) the 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, and (c) the automatic deductions for child support are continuous and occurring. Interest shall not accrue until thirty days after such payments are delinquent.

In the event the Defendant fails to pay any child support payment, as such failure is certified each month by the Nebraska Child Support Payment Center in cases where courtordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, he may be subject to income withholding and may be required to appear in court. In the even that the Defendant fails to pay and appear as ordered, a warrant shall be issued for his arrest.

7. <u>**Tax Exemption**</u>: In each year during which the parties' two (2) minor children are qualified by the Internal Revenue Service to be eligible for income tax dependency exemptions (and tax credits), each party shall be entitled to use one (1) such income tax dependency exemption (and tax credit) on their respective State and Federal Income Tax Returns. Plaintiff shall be entitled to claim Darick as an exemption each year and Defendant shall be entitled to claim Matthew as an exemption each year.

When there is only one (1) minor child of the parties for whom an income tax dependency exemption (and tax credit) is available, then the parties shall annually alternate the use of the income tax dependency exemption (and tax credit) for that one (1) minor child, such that the Defendant shall receive the exemption (and tax credit) in the first year when there is one (1) minor child. The parties shall alternate claiming the exemption (and tax credit) each year thereafter.

Defendant's ability to claim either child as a qualified dependent in any given year shall be subject to a condition precedent that he is current in his child support obligations through December 31<sup>st</sup> in the year to which the exemption (and tax credit) applies by January 15<sup>th</sup> of the following year. Plaintiff shall cooperate and execute a Form 8332, or any similar Internal Revenue Service form permitting the use of the children's tax exemptions.

Neither party shall claim an income tax dependency exemption to which they are not entitled. If either party claims a child to which they are not entitled, that party would be responsible for and shall pay all tax preparation fees incurred by the other party to file amended returns.

8. <u>Health Insurance</u>: The Plaintiff and Defendant shall maintain their own health insurance coverage, and shall be responsible for their own costs or uninsured expenses associated with their respective insurance.

The Defendant shall maintain health insurance on the minor children so long as the same is reasonably made available through his employment. Health insurance is defined pursuant to Neb. Ct. R. §4-215(A), as coverage for medical, dental, orthodontic, optometric, substance abuse, and mental health treatment. Neb. Rev. Stat. §42-369 (Reissue 2009) defines reasonable as follows: if the cost to the party responsible for providing medical support does not exceed three percent of his gross income. The cost is the cost of adding the children to existing health care coverage or the difference between self-only and family health care coverage.

9. <u>Unreimbursed Medical, Dental, Orthodontia, Ophthalmologic, and Other</u> <u>Health Expenses Incurred on Behalf of the Minor Children</u>: The \$480 per year per child threshold provision under Neb. Ct. R. §4-215(B) shall not apply given the parties' agreement to share joint physical custody of the minor children. The parties shall divide the reasonable unreimbursed medical, dental, orthodontia, eye examination, eye glasses, contact lens, prescription and counseling expenses incurred on behalf of the minor children, with the Plaintiff paying thirty-five percent (35%) and Defendant paying sixty-five percent (65%).

Should either party incur uninsured health care expenses for the children, he or she shall provide the other with written evidence of the actual expense and payment. The other party shall remit his or her share of the uninsured expenses to the other party within thirty (30) days of receiving satisfactory evidence of same.

10. <u>Childcare Expenses:</u> If reasonable and necessary childcare is needed by either party during their respective parenting time, the parties shall use a licensed daycare provider or

an adult, if a nanny is used. The parties shall each be responsible for their own daycare and/or childcare expenses on the days he or she has parenting time with the minor children.

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11. **Reasonable and Necessary Direct Expenditures:** Plaintiff and Defendant shall split any reasonable and necessary direct expenditures for the parties' minor children, with the Plaintiff paying thirty-five percent (35%) and the Defendant paying sixty-five percent (65%) of such direct expenses. As each parent incurs direct expenses for the children, he or she shall timely notify the other parent with written evidence of the actual expense and payment and a request for reimbursement. The other party shall remit his or her portion to the other party within fifteen (15) days of receiving a satisfactory request for reimbursement.

As to extracurricular activities of the children, if the parties do not agree, the parent enrolling the child shall pay one hundred percent (100%) of the cost associated with the activity.

12. <u>Alimony</u>: The Plaintiff shall not pay alimony to Defendant, and the Defendant shall not pay alimony to Plaintiff. Each party acknowledges that they have been advised and understand that unless alimony is awarded in the proceedings presently before the Court, the Decree cannot be subsequently modified at any time to include an award of alimony to either party.

13. **Property Distribution**: The parties' real and personal property shall be divided in the following manner.

- a. <u>**Real Estate</u>**: The marital residence has been sold and the proceeds from sale have been divided equally.</u>
- b. <u>Household Goods, Furnishings, and Personal Effects</u>: The household goods, furnishings, furniture, jewelry, memorabilia and all other personal effects have been divided between the parties and each party shall be awarded the property currently in his or her respective possession.

Each party acknowledges by execution of this Agreement that they have in their possession all items of personal property, tangible or intangible, to which they lay a claim, except as indicated in the prior paragraph, and neither, shall make any claim against the other for any personal property, tangible or intangible, in the other person's possession following the entry of the Decree of Dissolution.

c. <u>Motor Vehicles</u>: The Plaintiff shall be awarded the Toyota currently in her possession, free and clear of any claim by the Defendant, and shall indemnify and

hold the Defendant harmless from any and all liability associated with the vehicle.

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Defendant shall be awarded the Ford F150 currently in his possession, free and clear of any claim by the Plaintiff, and shall indemnify and hold the Plaintiff harmless from any and all liability associated with the vehicle.

Each party shall sign any Certificates of Title or other documentation so as to enable the other to have complete ownership of their vehicle(s).

- d. <u>Savings Account, Bank Accounts</u>: Each party has disclosed all bank accounts (including savings, checking, certificates of deposit, money market accounts, and any other form of deposit account) to the other party. Each party shall be awarded all right, title, and interest to any personal accounts in their own name to be theirs separate property, free and clear of any claim or interest of the other.
- e. <u>Life Insurance</u>: Each party shall be awarded any life insurance policy that he or she currently owns, free and clear of any claim or interest of the other.
- f. <u>Retirement and Brokerage Accounts</u>: The Plaintiff shall be awarded as his sole and separate property, free and clear of any interest of Defendant, any pension, investment or retirement plans, provided through his place of employment or otherwise, whether said plans are vested or unvested.

The Defendant shall be awarded as her sole and separate property, free and clear of any interest of Plaintiff, any pension, investment or retirement plans, provided through her place of employment or otherwise, whether said plans are vested or unvested.

- g. <u>Investment/Stocks</u>: Each party shall be awarded all right, title, and interest to any investment or stocks in their own name to be theirs absolutely, free and clear of any claim by the other.
- h. <u>Business Interests and Building:</u> Defendant shall be awarded all right, title and interest in his IT business, including but not limited to the building located at 8512 North 30<sup>th</sup> Street, Omaha, Nebraska, and all assets thereof, free and clear of any interest of the Plaintiff, subject to any and all indebtedness for which he shall indemnify and hold the Plaintiff harmless.
- i. <u>Division of Debts</u>: Defendant would be solely responsible for the following debts:
  - (i) His student loan in the sum of \$4,555;

(ii) IT Business debts, as follows:

- (a) Building mortgage on IT business in sum of \$48,000;
- (b) IRS 2013 Sales tax + withholding of 4,200;
- (c) Nebraska 2013 sales tax + withholding of \$1,190; and
- (d) Douglas County property tax of \$2,760 (as of 2013).

The parties have three outstanding medical bills, as follows:

- (i) Alegent/Creighton in the approximate amount of \$850 (as of 1/1/16);
- (ii) Northwest Anesthesia in the approximate amount of \$3,500; and,
- (iii) Alegent in the approximate amount of \$1,500.

The parties agreed, during the pendency of these proceedings, to equally divide the outstanding medical bills listed above. The Defendant has paid the sum of \$5,550 toward the Alegent/Creighton bill, and the current balance is approximately \$850, resulting in Defendant satisfying his obligation to pay one-half of the medical bills. The Plaintiff shall be solely responsible for the remaining balances of the Northwest Anesthesia and Alegent bills. Plaintiff and Defendant shall provide each other with proof of payment of the medical bills.

Neither party shall hereafter make any purchases or incur any expenses, debts, charges or liabilities in the name of or upon the credit of the other party or any liability whatsoever for which the other party, his or her legal representatives, his or her property or his or her estate shall or may become liable, and they shall each pay and shall hold the other party free and harmless from any and all liability for any debts as March 17, 2014.

14. Income Tax Returns for 2013, 2014 and 2015 Tax Year: The parties shall file separate State and Federal income tax returns for the tax years 2013, 2014, and 2015, and each shall be responsible for their own tax liability and/or be awarded their own refund.

15. **Prior Years Tax Returns & Refunds:** Neither party shall file amended tax returns without receiving the written consent of the other party, which consent shall not be unreasonably withheld. Either party who is in possession of receipts or other tax documents for any jointly-filed tax return shall maintain those records for a minimum of seven (7) years from the date that the return was filed or the date the return was due (whichever is later) and shall produce a copy of such receipts or documents to the other party in the event of an audit.

16. <u>Attorney Fees and Court Costs</u>: Each party shall be responsible for and shall pay their own attorney fees and costs incurred in this matter.

17. **Restoration of Maiden Name:** The Plaintiff's maiden name of ROBERTS shall be restored to her.

18. The parties are ordered to execute any and all documents necessary or proper to fulfill the terms and / or requirements of this Decree and the Parenting Plan.

19. Should the parties, either of them fail, refuse or neglect within thirty (30) days from the date of this Decree to execute or deliver any document necessary or required to carry out and fulfill its terms, then this Decree shall have the same operation and effect as such necessary document.

20. The terms of this Decree, and attachments shall be enforceable by all remedies available to the Court and including contempt proceedings.

21. Any other or further request for relief made by either party, which is not specifically granted in this Decree, is denied.

22. <u>Other Property</u>: The Plaintiff and Defendant agree that except as specifically provided in this Decree, all property of any kind hereafter acquired by the husband or by the wife and all income and earnings of either of them shall constitute and be the sole and separate property of the person by whom the said property is acquired or earned. All property of any kind heretofore acquired and owned by the Plaintiff or Defendant shall remain the property of such person except as specifically provided in this Decree.

23. <u>Advice of Counsel</u>: Each of the parties expressly certifies that they have entered into this stipulated Decree upon mature consideration and after ample opportunity to seek the advice of separate counsel; that consent to the execution of this Decree has not been obtained by duress, fraud or undue influence of any person; that no representations of facts have been made by either party to the other except as herein expressly set forth; that both parties have had full knowledge as to the business affairs of each other and the nature, extent and value of the property of the other and have had the opportunity to obtain counsel to verify the terms herein are fair and equitable. The parties agree that this Decree is fair and reasonable and not unconscionable.

24. <u>Mutual Releases</u>: In consideration of the provisions of this Decree, the husband and wife will release one another as follows:

a. The wife will and does accept the benefits of this Decree in full and complete satisfaction of allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever which she has or may acquire as the wife or widow of the husband, or in the event of his death as an heir at law or surviving spouse of the husband or otherwise; and the wife will and does relinquish and waive all future, present, or other interests in the property of the husband except under the provisions of this Decree.

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- b. The husband will and does accept the benefits of this Decree in full and complete satisfaction of all allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, and nature whatsoever which he has or may acquire as the husband or widower of the wife or otherwise or in the event of her death, as an heir at law or surviving spouse of the wife or otherwise; and the husband will and does relinquish and waive all future, present, or other interests in any property of the wife except under the provisions of this Decree.
- c. This Decree will be and is a complete, final, and full settlement of all matters in dispute between the wife and the husband; and if either party shall die before thirty days have passed from the date of the Decree, then the terms of this Decree shall still be final and operative, this Decree will be and remain in full force and effect as effectively and fully as if both wife and husband had survived for such period and such Decree had become final and operative and will not thereby be or become null and void.

25. <u>Waiver of Full Disclosure</u>: The parties acknowledge that they have been advised of their right to compel discovery and inspect the other's business and personal records. The parties acknowledge they have the right to have accountants, appraisers or others investigate, appraise or evaluate the other's real, personal and business properties. Each party has expressed the conviction that he or she knows the nature, extent and value of the other party's property and business interests. The parties acknowledge their understanding of their discovery rights and they have knowingly not taken any steps, and waive the right to take such steps, themselves or through others, in connection with the discovery, inspection, investigation, appraisal or evaluation of the other's business or property interest.

26. <u>Trial Waiver</u>: The parties acknowledge their understanding that all issues arising out of their marriage could have been litigated to conclusion and the Douglas County District Court would have determined all issues. Each party acknowledges that his or her counsel

indicated his or her respective willingness and preparedness to proceed with trial of this matter, if so instructed. In that event, the parties understand that, perhaps, a different resolution of the various issues between the parties as contained in this Agreement may have been obtained and that a Judge's decision may have been more favorable or less favorable to either party than the resolution of the issues as memorialized in this Agreement.

Both Husband and Wife have each determined that it is in his or her individual best interests that the trial should not occur and that the resolution set forth herein is in their respective best interests. In arriving at this decision, the parties considered the following factors which are meant to be illustrative and not exhaustive: (a) the time and expense necessary for each of them to continue to partake in such a trial; (b) the emotional distress that could be caused to them and/or their families by virtue of a trial and adversarial interaction; (c) the possibility that a judicial determination could be less or more favorable to them individually than some or all of the provisions of this Agreement; and (d) their belief that the terms and conditions of this Agreement are in their individual best interests and are fair and equitable. Accordingly, each party freely, voluntarily and knowingly waives the right to proceed with the trial and accepts the terms of this Agreement as final, complete and binding and agrees to abide by the terms as if the Douglas County District Court did, in fact, decide the terms.

27. <u>Waiver of Breach</u>: No waiver of any breach by either party of the terms of this Decree shall be deemed a waiver of any subsequent breach. No modification of this Decree shall be binding upon either of the parties unless reduced to writing and subscribed by both parties, unless ordered by the Court.

28. <u>Captions</u>: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Decree or any provision hereof.

29. <u>Interpretation</u>: No provision in this Decree is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

30. <u>Acknowledgments of the Parties</u>: By signing this Agreement the parties acknowledge the following:

a. They have thoroughly read this Agreement and understand all the provisions;

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- b. They have had ample opportunity to consult with their attorney and have asked all questions they may have concerning their rights and obligations under this Agreement and are proceeding knowingly, with a complete understanding of this Agreement;
- c. They are satisfied with the services of their attorney and they fully understand and were advised of every aspect of this Agreement;
- d. There have been no representations, promises or agreements made outside of this Agreement and this documents contains their entire understanding;
- e. They are not under duress or undue influence to sign this agreement by reason of either force or threats and their judgment is not clouded by illness, drugs or alcohol;
- f. After careful consideration of all circumstances, they consider this Agreement to be fair and equitable to each of them;
- g. They waive their rights to formal and informal discovery and direct their attorneys to accept their settlement agreement;
- h. They hereby waive their rights to a trial and court adjudication of the issues which are resolved by this Agreement, understanding that a judge's decision may have been better, worse or the same results for him or her;
- i. They know and understand that this Agreement is final and binding and will be enforceable in a court of law.

31. <u>Necessary Documents.</u> Each of the parties shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intent of this Decree. In the event either party shall fail to comply with the provisions of this paragraph within thirty (30) days hereof, this Decree shall constitute an actual grant, assignment and conveyance of the property and rights in each manner and with such force and effect as shall be necessary to effectuate the terms of this Decree.

DATED this 15 day of JANUA 2016.

BY THE COURT:

DISTRICT COURT JUDGE

APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION, PARENTING PLAN AND CHILD SUPPORT STIPULATION:

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<b>DA1</b>	Ē			

JESSICA K. NGUYEN, Plaintiff

STATE OF NEBRASKA ) ) ss.

COUNTY OF DOUGLAS

Now on this <u>1217</u> day of <u>Annue</u>, 2016, before me, a duly appointed and qualified Notary Public, personally appeared JESSICA K. NGUYEN, known to me to be the same and identical person who signed the above and foregoing Decree and acknowledged the execution to be her voluntary act and deed.

GENERAL NOTARY - State of Nebraska Notary Public LISA L. OLIVER My Comm. Exp. Jan. 25, 2017

APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION, PARENTING PLAN AND CHILD SUPPORT STIPULATION:

DATE

THINH D. NGUYEN, Defendant

STATE OF NEBRASKA ) ) ss. COUNTY OF DOUGLAS )

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a duly appointed and qualified Notary Public, personally appeared THINH D. NGUYEN, known to me to be the same and identical person who signed the above and foregoing Decree and acknowledged the execution to be his voluntary act and deed.

## APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION, PARENTING PLAN AND CHILD SUPPORT STIPULATION:

DATE

JESSICA K. NGUYEN, Plaintiff

STATE OF NEBRASKA ) ) ss. COUNTY OF DOUGLAS )

Now on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a duly appointed and qualified Notary Public, personally appeared JESSICA K. NGUYEN, known to me to be the same and identical person who signed the above and foregoing Decree and acknowledged the execution to be her voluntary act and deed.

Notary Public

APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION, PARENTING PLAN AND CHILD SUPPORT STIPULATION:

THINH D. NGUYEN, Defendant

STATE OF NEBRASKA ) ) ss. COUNTY OF DOUGLAS )

Now on this <u>13</u> day of <u>Junuary</u>, 2016, before me, a duly appointed and qualified Notary Public, personally appeared THINH D. NGUYEN, known to me to be the same and identical person who signed the above and foregoing Decree and acknowledged the execution to be his voluntary act and deed.

GENERAL NOTARY - State of Nebreska ALESHA K. BECKER My Comm. Exp. May 7, 2017

HODWA BECKW Notary Public

## PREPARED AND SUBMITTED BY:

CHARLES L. GRIMES---#24674 **VACANTI SHATTUCK** 2051 Harney Street Omaha, Nebraska 68102 (402) 345-7600 grimes@vsfamilylaw.com Attorney for Defendant

**APPROVED AS TO FORM:** 

DARREN J. PEKNY---#24183 JOHNSON & PEKNY, L.L.C. 300 South 19<sup>th</sup> Street, Suite 212 Omaha, Nebraska 68102 (402) 344-4450 darren@johnsonpeknylaw.com Attorney for Plaintiff

Notary Public

PREPARED AND SUBMITTED BY:

CHARLES L. GRIMES---#24674 VACANTI SHATTUCK 2051 Harney Street Omaha, Nebraska 68102 (402) 345-7600 grimes@vsfamilylaw.com Attorney for Defendant

APPROVED AS TO FORM:

DARREN L PEKNY---#24183

JOHNSON & PEKNY, L.L.C. 300 South 19<sup>th</sup> Street, Suite 212 Omaha, Nebraska 68102 (402) 344-4450 darren@johnsonpeknylaw.com Attorney for Plaintiff

#### PARTIAL PARENTING PLAN

The following parenting plan was mediated by JESSICA NGUYEN (Mom) and THINH NGUYEN (Dad), the parents of Matthew, born 2009 and Darick, born 2012. Douglas County CI- 14 - 2037. A copy of this agreement has been forwarded to the parties.

This agreement reflects both parents' belief that it is in the best interests of their children for the parents to maintain, to the greatest extent possible, the ongoing involvement of both of them in the lives of their children. Mom and Dad believe that it is in their children's best interests to share as full a relationship as possible with each parent and for both parents to have input into the decision-making regarding the children's welfare. This agreement reflects a carefully balanced consideration of parental needs and abilities, as well as the developmental needs of the children.

#### A. ACKNOWLEDGMENT

- 1. 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.
- 2. The parents understand that this Plan anticipates they will act in the best interest of the "minor children" as defined by the Nebraska Parenting Act.
- 3. 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.
- 4. Any specific time-sharing schedule has to first conform to the children's needs as much as possible, understanding that these needs will change over time.
- 5. It is important for them to establish and maintain good communication and a cooperative relationship regarding the care of the children.
- 6. Unresolved issues: legal custody and who may be present for exchange of children.

#### **B. CUSTODY/RESIDENCE:**

#### Legal custody is unresolved.

The parents agree to Joint Physical Custody (Primary Residence) of the children.

## C. REGULAR TIME:

The children with spend alternating weeks with each parent. The parties will exchange the children every Friday at 5 pm.

## D. HOLIDAYS:

Due to the relationship between the parties, they have agreed to minimize all contact with each other, and only exchange the children on Fridays at 5 pm. They have chosen not to celebrate any holidays that may fall in the other parent's time. Both parties feel this is in the children's best interest and stated they will celebrate during the week that each has the children.

#### E. VACATION:

Due to the relationship between the parties, they have agreed to minimize all contact with each other, and only exchange the children on Fridays at 5 pm. They have chosen not to exercise any vacation time except during the alternate weeks that each has the children. Both parties feel this is in the children's best interest. The children may not leave the country without both parent's express permission.

#### F. TRANSITION PLAN:

The parties will meet in the parking lot of Wal-Mart at 52<sup>nd</sup> and Ames

**G. TELEPHONE CONTACT**: Each parent will be able to make telephone calls each day to their children while they are at the other parent's home, at reasonable times of the day and evening.

## H. SCHOOL AND MEDICAL:

**School/Medical Records:** All school, medical, dental, counseling, and other records will be reasonably available and accessible to both mom and dad. The names of both parents will appear on all school and all medical records and both will have access to all such information without assistance from the other parent. Each parent is responsible for notifying the school that she/he wishes to be included on the mailing list for conferences and events, as well as receiving copies of report cards, progress reports, and all other participation.

School Attendance: Both parents acknowledge the statutory responsibility to provide the children with regular and continuous school attendance and progress and will each assist the children to the maximum extent possible to assure a quality education. Each parent will provide the other parent with information related to educational achievements and deficiencies of the children. Mother and Father will provide each other reasonable advance notice of any events, occurrences or decisions relevant to the children'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.

**Medical Treatment:** Both parents may initiate emergency medical and dental services for the children and agree to notify the other of any significant illness, injury, or emergency medical treatment of the children. Both parents will be aware of the

names of the current treating physician or dentist for the children at all times. The parents agree that they will consult with each other on medical concerns.

- I. DECISION MAKING: The parents agree to discuss matters concerning the children, such as health and medical, school related problems and decisions, and any behavioral or disciplinary issues which could impact both households, etc. Mutual discussions of major decisions may be encouraged only when safe and appropriate for the children's best interest.
- J. DAY TO DAY DECISIONS: Decisions of the moment regarding day-to-day care of the children will be made by the parent with whom the children are residing at the time.
- K. PARENTAL COMMUNICATION: The parents will discuss parental business in a reasonable, businesslike, and courteous manner, and will not conduct such discussions during visitation exchanges. The parents agree that their own relational difficulties and emotions will not affect flexibility in the parenting plan or decisions about sharing time with the children. With the intent of respecting their children's dignity and feelings the parents agree they will make every attempt not to argue or speak negatively of each other to, or in the presence of, the children.

The parties agree that all communication regarding possible changes to the parenting schedule and spending unscheduled time with the children will occur directly between the parents, without involving the children. Also, they acknowledge that all communication regarding the children will remain between the biological parents only, regardless of future relationships. The parties agree that texting is the best way to communicate with each other.

- L. ACTIVITIES: One parent may not plan or schedule activities for the children during the parenting time of the other parent without consent of the other parent. The parents will keep each other advised of the children's activity schedules so that each may participate and support them in these events, even if the children are not in that parent's possession that day.
- **M. CURRENT INFORMATION:** The parents agree to keep each other informed at all times of current addresses, phone numbers, and places of employment.
- N. EXTENDED FAMILY: The parents understand that each parent will provide their parents and extended families reasonable access to their children during that parent's time with their children except for other special extended family occasions which may be mutually agreed upon by the parents.
- **O. CHANGE OF RESIDENCE:** When a parent moves, the new address shall be provided to the other parent prior to the move. A parent may not move a child from Nebraska without court permission.
- **P. REMEDIATION:** To resolve future changes or conflicts regarding parenting functions, parenting time or this plan, the parents shall first seek solutions through

mutual agreement by identifying the issues, providing an opportunity for exchange of information, and providing an opportunity for the consideration of proposed solutions to the issues in a way which minimizes the exposure of each child to parental conflict. The parents shall attempt to minimize repeated litigation and utilize judicial intervention as a last resort by use of the mediation process outlined in the Nebraska Parenting Act, prior to resorting to the court system.

Parenting Plan prepared by: Karen L. Vervaecke SADR

September 10, 2014

#### Nebraska Child Support Calculator www.NebraskaChildSupportCalculator.com

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#### Case Name: Nguyen v. Nguyen

Worksheet 1 - Basic Income and Support Calculation

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

Line	Description	Mother	Father
1	Total Monthly Income	\$1,257.00	\$2,638.00
1	Tax-Exempt Income	\$0.00	\$0.00
2.a	Taxes - Federal	\$8.20	\$181.64
2.a	Taxes - Nebraska	\$2.86	\$60.66
2.b	FICA - Social Security	\$77.93	\$163.56
2.b	FICA - Medicare	\$18.23	\$38.25
2.c	Retirement	\$0.00	\$0.00
2.d	Previously Ordered Support	\$0.00	\$0.00
2.e	Regular Support for Other Children	\$0.00	\$0.00
	Other Deductions	\$0.00	\$0.00
-	Child Tax Credit	(\$0.00)	(\$0.00)
2.f	Total Deductions	\$107.22	\$444.11
3	Net Monthly Income	\$1,149.78	\$2,193.89
4	Combined Net Monthly Income	\$3,34	3.67
5	Combined Net Annual Income	\$40,1:	24.04
6	Each Parent's Percent	34.39%	65.61%
7	Monthly Support from Table (2 Children)	\$1,12	29.00
8 ,	Health Insurance Premium	\$0.00 ·	\$0.00
9	Total Obligation	\$1,12	9.00
10	Each Parent's Monthly Share	\$388.26	\$740.74
11	Credit For Health Insurance Premium Paid	(\$0.00)	(\$0.00)
12	Each Parents' Final Share (2 Children, rounded)	\$388.00	\$741.00
	Section 4-218 Adjusted Share (rounded)	\$177.00	\$741.00

#### 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
2	\$1,129.00	\$1,129.00	\$388.26	\$740.74	Normal: \$388.00 4-218 Adjusted: \$177.00	
1	\$792.00	\$792.00	\$272.37	\$519.63	Normal: \$272.00 4-218 Adjusted: \$177.00	Normal: \$520.00 4-218 Adjusted: \$520.00

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Line	Description	Mother	Father
1	Each Parent's Percent Contribution	34.39%	65.61%
2	Monthly Support (Worksheet 1 Line 7)	\$1,1	29.00
3	Joint Physical Support (Line 2 * 1.5)	\$1, <del>C</del>	93.50
4	Each Parent's Share (Line 1 * Line 3)	\$582.39	\$1,111.11
5	No. Days Custody	182.5	182.5
6	Percentage of Year (Line 5 / 365)	50%	50%
7	Mother's Obligation to Father	\$291.20	
8	Father's Obligation to Mother	• ·	\$555.55
9	Father's Obligation for Support	\$26	64.36
10	Children's Health Insurance Premium	\$0.00	\$0.00
11	Combined Children's Health Insurance Premiums	\$(	0.00
12	Each Parent's Share of Premium (Line 11 * Line 1)	\$0.00	\$0.00
13	Amount of Premium Paid (Line 10)	\$0.00	\$0.00
14	Amount Owed to Other Parent (Line 12 - Line 13)	\$0.00	\$0.00
15.a	Which Parent Owes Basic Support	Fa	ither
15.b	Which Parent Owes for Health Insurance	Ne	ither
15.c	Does the Same Parent Owe on Lines 15a and 15b	No	
16	Total Support Owed by Father (rounded)	\$20	64.00

#### Worksheet 3 - Joint Physical Custody (2 Children)

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## Worksheet 3 - Joint Physical Custody (1 Child)

Line	Description	Mother	Father
1	Each Parent's Percent Contribution	34.39%	65.61%
2	Monthly Support (Worksheet 1 Line 7)	\$79	2.00
3	Joint Physical Support (Line 2 * 1.5)	\$1,1	38.00
4	Each Parent's Share (Line 1 * Line 3)	\$408.55	\$779.45
5	No. Days Custody	182.5	182.5
6	Percentage of Year (Line 5 / 365)	50%	50%
7	Mother's Obligation to Father	\$204.28	
8	Father's Obligation to Mother	\$389.7	
9	Father's Obligation for Support	\$185.45	
10	Children's Health Insurance Premium	\$0.00	\$0.00
11	Combined Children's Health Insurance Premiums	\$0.	00
12	Each Parent's Share of Premium (Line 11 * Line 1)	\$0.00	\$0.00
13	Amount of Premium Paid (Line 10)	\$0.00	\$0.00
14	Amount Owed to Other Parent (Line 12 - Line 13)	\$0.00	\$0.00
15.a	Which Parent Owes Basic Support	Father	
15.b	Which Parent Owes for Health Insurance		her
15.c	Does the Same Parent Owe on Lines 15a and 15b		0
16	Total Support Owed by Father (rounded)	\$185	5.00

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## **CERTIFICATE OF SERVICE**

I, the undersigned, certify that on January 14, 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:

Charles L Grimes grimes@vsfamilylaw.com Darren J Pekny darren@johnsonpeknylaw.com



Date: January 14, 2016 BY THE COURT: John M. Juind CLERK