

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

BRADLEY W. RICHARDSON,) Doc. 1062 No. 438

Plaintiff,)

v.)

DECREE OF PATERNITY

DANNIELLE SWOPE,)

Defendant.)

FILED
JOURNAL CLERK
MAR 23 2007
JOHN M. FRIEND
CLERK DISTRICT COURT

This matter came before the Court on the 22 day of March, 2007, upon the Complaint filed by the Plaintiff herein.

The Court being fully advised of the facts and circumstances that the parties have entered into an agreement, the contents of which is contained herein and set forth below:

1. The Court finds that it has jurisdiction of the parties and the subject matter hereto.
2. The Court finds that the Plaintiff, Bradley W. Richardson, is the natural father of the child to-wit: Evan Swope, born June 9, 2006.
3. The Court finds that the Defendant, Dannielle Swope shall be awarded the sole, care, custody and control of the minor child subject to visitation of the Plaintiff.
4. The Court finds that the visitation of the Plaintiff shall be in accordance with the Parenting Plan that is attached hereto and marked as Exhibit "A" and incorporated herein by this reference.
5. The Court further finds that the Defendant shall be awarded child support to be paid by the Plaintiff in the amount of \$ 350^{02 p.c. c.p.c.} per month. Said child support shall be due and owing on the 1st day of the month immediately following the entry of this Decree of Paternity and shall continue on the 1st day of each month following entry of this Decree until said minor child reaches the age of majority, dies, becomes emancipated or further order of this Court.
6. The Court further finds that the parties shall split on a fifty/fifty (50/50) basis any and all daycare expense incurred by the Defendant as a result of her maintaining gainful employment and/or attending a full-time school.
7. The Court further finds that the Plaintiff shall maintain health insurance coverage upon the minor child as is currently provided to him through his current place of employment

and that the cost of said coverage shall be solely his responsibility. That at any time in the future if health insurance coverage is not available to the Plaintiff through his place of employment then the parties shall work together to obtain health insurance coverage upon the minor child and shall each be responsible for 50% of that cost.

8. That the Defendant shall be responsible for the first \$480.00 of uninsured medical, dental, orthodontia and optical expenses incurred on behalf of the parties minor child. That all medical, dental, orthodontia and optical expenses incurred on behalf of the parties minor child over and above the first \$480.00 shall be divided between the parties equally. The party paying said expense shall provide copies of the expense incurred by that party to the non-paying party and the non-paying party shall reimburse the paying party for their 50% share within a period of 14 days.

9. The Plaintiff shall maintain a life insurance policy upon the minor child in the minimum face value of \$100,000.00 naming the minor child as irrevocable beneficiary until said minor child reaches the age of majority, dies or becomes emancipated. Upon request of the Defendant, no more often than twice per year the Plaintiff shall provide verification of the existence of this life insurance policy and the beneficiaries thereto to the Defendant.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Defendant is a fit and proper person to be awarded the sole, care, custody and control of the parties' minor child to-wit: Evan Swope, born June 9, 2006; and further finds that it would be in the best interest of the minor child at this time for the Defendant to be awarded the sole, care, custody and control of the minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff shall be awarded reasonable visitation as is specifically set forth within the Parenting Plan attached hereto and marked as Exhibit "A" and incorporated herein by this reference.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff is directed to pay child support in the amount of \$ 350⁰⁰ a month for the support and maintenance of the parties' minor child with said payment to begin on the 1st day of the month immediately following entry of this Decree and to continue on the 1st day of each and every month thereafter until the parties' minor child obtains the age of majority, dies, becomes emancipated or until further order of this Court whichever shall occur first.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff shall furnish to the Nebraska Child Support Payment Center, his address, telephone number, social security number, the name of his employer and such other information the Court may deem relevant until such judgment for the payment of child support and other monies shall be paid in full. The Plaintiff shall advise the Nebraska Child Support Payment Center of any changes in such information between the time of the entry of this Decree and the payment of child support and monies in full. In the event the Plaintiff fails to provide such information or such changes herein, this provision shall be enforceable by the contempt power of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff's child support obligation shall be subject to automatic withhold and transmit in accordance with Nebraska Law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all of the remaining findings of the Court set forth above are hereby ordered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties and each of them, are ordered and directed to abide by all terms and conditions of this Decree of Paternity as hereinabove set forth in this Decree and the conditions of this Decree of Paternity as set forth above shall be enforceable by all remedies available for the enforcement of the judgment, including contempt proceedings, pursuant to Neb. Rev. Stat. §42-366(5) Reissue of 1998.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that in the event Plaintiff should fail to pay any child support payment as such failure is certified to the Court by the Nebraska Child Support Payment Center in cases where the court ordered child support is delinquent in an amount to the support due and payable for a one-month period of time, he shall be required to appear before the Court on a date to be determined by the Court and show cause why such payment was not made. In the event the Plaintiff fails to pay or appears a warrant shall be issued for his arrest.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff shall furnish to the Clerk of the District Court of Douglas County, Nebraska his address, telephone number, social security number, the name of his employer and any such other information the Court shall deem relevant until such judgment for the payment of child support by the Plaintiff shall be paid in full. The Plaintiff shall advise the Clerk of the District Court of Douglas County,

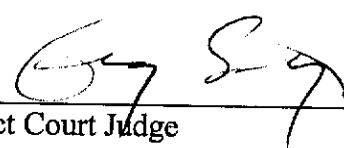
Nebraska of any changes in such information between the time of the entry of this Decree and the payment of child support judgment in full. In the event that the Plaintiff fails to provide such information or if such changes therein this provision shall be enforceable by the contempt powers of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the agreement of the parties contained herein is appropriate, conscionable, and in the best interest of the parties' minor child and thus is approved by the Court.

IT IS SO ORDERED.

Dated: March 22, 2007

BY THE COURT:

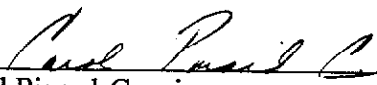


District Court Judge

PREPARED & SUBMITTED BY:

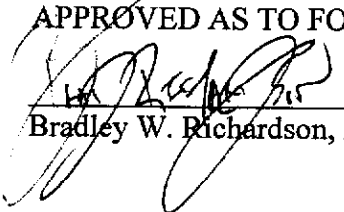
Duane C. Dougherty #18554
2433 South 130th Circle
Omaha, NE 68144
(402) 330-1221

APPROVED AS TO FORM & CONTENT:



Carol Pinard-Cronin
1904 Farnam Street #400
Omaha, NE 68102
(402) 341-9929

APPROVED AS TO FORM & CONTENT:



Bradley W. Richardson, Plaintiff

APPROVED AS TO FORM & CONTENT:



Dannielle Swope, Defendant

PARENTING PLAN AGREEMENT

Mother: Dannielle Swope

Doc. 1062 No. 438

Father: Bradley Richardson

Acknowledgement

1. The following is a Parenting Agreement by Dannielle Swope (mother) and Bradley Richardson (father), the parents of Evan Swope. This agreement reflects both parents' belief that it is in the best interest of their child to share as full a relationship as possible with each parent.

a. This agreement reflects a carefully balanced consideration of parental needs and abilities, as well as the developmental needs of their child. Mother and father understand the needs of their child may change as they develop and they will interpret and apply this Plan in a way that best serves the evolving interests of the minor child.

b. This agreement reflects the minimum level of parental involvement desired by each parent under this plan and is in no way intended to restrict greater involvement as mutually agreed to in the future. The mother and father both will remain active and involved in parenting the minor child.

c. In making this agreement, the parents acknowledge that both are dedicated parents who want their child to have a meaningful and positive relationship with each of them. It is in light of their common concern for their child that they enter into this Parenting Plan.

Custody

2. The parents have agreed that mother shall have sole legal and physical custody of their minor child.

3. The parents have agreed to consult with each other in the areas of

- a. health and medical;
- b. school or general education;
- c. religious practice;
- d. behavioral or discipline issues;
- e. and all other social/developmental issues which may affect both households.

Time Sharing

4. The parents have agreed to a regular schedule of time-sharing:

a. Until Evan is one-year of age, he will be with his father every Monday from 4-8 pm at father's parent's home or other mutually agreed upon location. After Evan is 1 year of age he will be with his father from 9 am until Tuesday at 8 pm each week

b. Summer—Each parent shall have 14 days of uninterrupted visitation time during the summer to be taken in one week blocks. Each parent shall give the other at least 30 days notice of the days selected. A written Itinerary and an emergency phone number will be left with the non-vacationing parent, and their child will be encouraged to call that parent during any out-of-town trip. Summer visitation shall not infringe upon the other parent's holiday visitation dates.

c. Both parents are committed to remaining flexible when it comes to the needs of their child. The parents will make necessary changes in schedule in a respectful way. The parents agree to make every attempt to return child's clothing, toys, schoolwork, etc. with the child when he/she is going to the other parent's home.

5. Holidays: It is understood that holiday schedules prevail over the regular parenting and vacation schedules. The holiday schedule is as follows:

Thanksgiving: Regular schedule.

Christmas: Beginning in 2006, Evan will be with his father from 9 am until 9 pm on December 24 and with mother from 9 am until 9 pm on December 25. This schedule will alternate each year thereafter.

Easter: Regular schedule.

Mother's Day: Each year with mother from 9 am until 8 pm.

Father's Day: Each year with father from 9 am until 8 pm.

Memorial Day: Regular schedule.

July 4th: Regular schedule.

Labor Day: Regular schedule.

Halloween: Each year with mother from 9 am until 9 pm.

June 9, Evan's Birthday: Beginning in 2007, with mother from 9 am until 9 pm and alternating each year thereafter.

The parents agree to negotiate time on any other holidays as needed. The terms of visitation and access may be adjusted or temporarily modified in length, timing, or terms upon reasonable advance notice, communication, and agreement between mother, father, and minor child when appropriate.

6. Both parents acknowledge the responsibility to exercise and provide visitation and that time is of great importance. Each parent will notify the other in a timely manner when he/she will be delayed, late, or unable to exercise or provide visitation within the time frames provided by this agreement.
7. The parents will attempt to give each other 24 hours notice when unable to care for the child during their parenting time. The parents agree to negotiate emergency childcare needs together.

Communication

8. With Child: Each parent will be able to make telephone calls each day to their child while they are at the other parent's home, at reasonable times of the day and evening, being careful to not interfere with parenting time, routine schedules, bedtime, etc. The child will be able to have continuous and easy access to telephone contact with the other parent.

9. Between Parents:

- a. With the intent of respecting their child'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, their child. The parents agree to speak directly to each other and not send messages with the child. They will discuss parental business in a courteous and businesslike manner, will not conduct such discussions during the visitation exchanges or in the presence of the child, and agree that all communications regarding their child will remain between the parents only, regardless of future relationships.
- b. The mother and father agree that continued, meaningful and frequent communication between them and their child is a necessary element to this plan. Mother and father will encourage and foster communication between themselves and their child in order to define and meet their parenting functions and responsibilities. This communication will not be limited to telephone calls, but may also involve, as appropriate, the sharing of documents and face-to-face conversation between and among the parents and their child. The parents agree to respond to a request for

information/answer to a question within 24 hours in order to make decisions for the child more efficiently.

c. The parents will keep each other advised of their child's activities so that each may participate and support their child in these events, even if their child is not with that parent that day. One parent may not plan or schedule activities during the parenting time of the other parent, without reasonable notice and that parent's consent. Notice will be provided in such a way that the other parent has the maximum opportunity to attend that activity or event.

Records

10. Concerning Records: The names of both parents will appear on all school and medical records, and each will have access to all such information. Each parent is responsible for notifying the school that they wish to be included on the mailing list and be notified of conferences and events, as well as receiving copies of report cards, progress reports, and all other pertinent information. The mother and father will assist the other parent in obtaining access to any of these records should such assistance be necessary.

Emergency Healthcare

11. Each parent may initiate emergency medical and dental services for their child, and agree to notify the other of any significant illness, injury, or emergency medical treatment as soon as possible. Each parent will be aware of the names of the current treating healthcare providers for their child at all times.

Extended Families

12. Mother and father will assist the child in maintaining a positive relationship with the other parent and with other family members. Neither parent will engage in conduct which tends to disparage the other parent or other family members, which tends to develop or maintain a negative relationship toward the other parent or other family members, or which tends to encourage a minor child to violate this plan or be uncooperative in implementing it. The parents understand that each parent will provide their parents and extended families reasonable access to their child during that parent's time with their child except for other special extended family occasions which might be mutually agreed upon by the parents.

Current Contact Information

13. The parents agree to keep each other informed at all times of current addresses, phone numbers, and places of employment.

Remediation

14. In the event any future dispute arises regarding the provisions of this agreement that the parents cannot resolve themselves, it is agreed they will enter into mediation (through Conciliation Court assignment or other mutually agreed upon mediator) prior to filing legal action.

C. Grant Story, Mediator
October 30, 2006

CHILD SUPPORT CALCULATOR
Basic Custody Calculation
Date: 03/15/2007
Exemptions: Mother (2) Father (1)
One Child

	Mother -----	Father -----
Total Monthly Income (Taxable)	\$892.00	\$1,829.00
Total Monthly Income (Non Taxable)	\$0.00	\$0.00
Deductions		
Federal Income Tax	\$0.00	\$137.27
State Income Tax	\$0.00	\$39.18
FICA Tax	\$68.24	\$139.92
Total Tax Deductions	----- \$68.24	----- \$316.37
Health Insurance	\$0.00	\$100.00
Retirement	\$0.00	\$0.00
Child Support Previously Ordered	\$0.00	\$0.00
Regular Support for other children	\$0.00	\$0.00
Total Of Other Deductions	----- \$0.00	----- \$100.00
Total Deductions	----- \$68.24	----- \$416.37
Child Tax Credit	\$83.33	\$0.00
Monthly Net Income	\$907.09	\$1,412.63
Combined Monthly Net Income	\$2,319.73	
Combined Annual Net Income	\$27,836.72	
Percent contribution of each parent:	39.10%	60.90%
Monthly support (Table 1)	\$578.00	
Each Parent's Monthly Share	\$226.02*	\$351.98
Section R Adjusted Monthly Share(*)	\$90.71*	\$351.98
* See Section R under "Nebraska Child Support Guidelines" in the online help.		

Number of Children Calculation

Number of Children -----	Combined Net Income -----	Table Amount -----	Obligor's Percentage -----	Child Support Due -----
One Child	\$2,319.73	\$578.00	x 60.90%	= \$351.98