IN THE DISTRICT COU	RT OF S	SARPY COUNTY, NEBRA	sign()	2007	25
LINDA S. MILLER,	)	CASE NO. CI06-275	SIG X	₹ =	SE
Plaintiff,	)		TRICT	PE	381
vs.	)	DEODEE OF BIOGOLI	COUR	င္သာ သွာ	ST
SCOTT J. MILLER,	)	DECREE OF DISSOLU OF MARRIAGE	HIGNL	ಲ	
Defendant.	)				

NOW ON THIS 9<sup>th</sup> day of March, 2007, this matter came on for hearing before the Honorable William B. Zastera on the Complaint for Dissolution of Marriage filed by the Plaintiff on February 13, 2006, and the Voluntary Appearance of Defendant filed on February 17, 2006.

Plaintiff appeared with her attorney, J. K. Harker and Defendant appeared alone but was represented by counsel, Harold M. Zabin. A hearing was had, evidenced adduced, and the Court, after hearing the evidence and reviewing the terms of the agreement reached by the parties, hereby approves the terms of their agreement. The Court, now being fully advised in the premises, finds as follows:

- 1. The parties have been residents of the State of Nebraska for more than one (1) year prior to the filing of the Complaint for Dissolution of Marriage.
- 2. The Complaint for Dissolution of Marriage was filed on February 13, 2006, and Defendant filed his Voluntary Appearance on February 17, 2006. The Court finds, pursuant to Neb. Rev. Stat. Section 42-363 (Reissue 1993), that more than sixty (60) days has passed since the perfection of service of process on the Defendant.
- 3. This Court has jurisdiction over the parties and the subject matter of this action.
- 4. No other actions are pending for divorce, separation or dissolution of marriage, here in this state or eisewhere, except the matter presently before the Court.
  - 5. Neither party is a member of the armed forces of the United States.
- 6. The parties were united in marriage on March 1, 2002 in Sarpy County, Nebraska.



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- 7. Two children have been born of this marriage, namely Abigail Rose Miller, born July 20, 2000 and Keenan Nathaniel Miller, born October 19, 2002. Kody L. Miller, born May 6, 1995 is a minor child born to Plaintiff and adopted by Defendant. Custody of the minor children shall be with the Plaintiff. A copy of the parties' Parenting Plan is attached hereto as Exhibit "A" and made a part hereof.
- 8. The marriage of the Plaintiff and the Defendant is irretrievably broken; reasonable efforts to reconcile the marriage have been made but said reconciliation efforts have failed. Further efforts of reconciliation would be fruitless and the marriage should be dissolved. A Decree of Dissolution should be entered herein.
- 9. The Court finds pursuant to the testimony of the parties that they have entered into the following Property Settlement Agreement in consideration of the promises and mutual covenants and agreements therein contained, to-wit:
- A. <u>Jurisdiction</u>. The parties hereby specifically acknowledge and submit themselves to the jurisdiction of the District Court of Sarpy County, Nebraska with regard to all matters relating to the subject matter and rights of the parties under the within agreement.
- B. <u>Effective Date</u>. This agreement shall become binding upon the parties and their respective legal representatives, successors and assigns immediately following the dissolution of their marriage in the pending proceedings provided that the provisions of this agreement are approved by the Court.
- C. <u>Custody</u>. The parties have agreed that Plaintiff shall have sole legal and physical custody of the minor children of the parties, namely, Abigail Rose Miller, born July 20, 2000, Keenan Nathaniel Miller, born October 19, 2002, and Kody L. Miller, born May 6, 1995, subject to the terms of the Parenting Plan, a copy of which is attached hereto, incorporated herein as Exhibit "A."
- D. <u>Health Insurance</u>. The Defendant shall continue to provide health insurance as long as the same is available through his employment for the minor children of the parties until each said child reaches his/her majority, dies, or becomes emancipated, whichever is the first to occur. In addition, for a period of six (6) months following entry of this Decree, Defendant shall continue to provide health insurance for the Plaintiff as long as the same is available through his employment and to pay all of

Plaintiff's uninsured and uncovered health and medical expenses for any illness, disease, or injury Plaintiff suffered prior to entry of Decree that is reasonable and necessary. Any uninsured medical expenses incurred by either party after that time shall be his or her own expenses and each party shall indemnify and hold the other harmless from said expense.

- E. <u>Uninsured Medical Expenses Incurred by Children</u>. Any medical, dental, health care, orthodontia, eye examination, eyeglass lens, contact lens, prescription drugs, counseling, or other medical, dental, or health care expenses incurred by, or on behalf of the minor children, which is not covered by insurance and not specifically considered by the child support guidelines of the State of Nebraska, shall be divided as follows: The Plaintiff shall pay in accordance with the child support guidelines the first \$480.00 per calendar year per child. Once that threshold has been reached, the Plaintiff shall pay 33% of said expenses and the Defendant shall pay 67%. The party who incurred the expense on behalf of the minor child shall be reimbursed by the other party for his or her share within ten (10) days of receiving a statement or receipt from the health care provider for the expenditures made.
- F. <u>Child Support</u>. The Defendant shall pay to the Plaintiff, child support in accordance with the Nebraska Child Support Guidelines, a copy of which is attached hereto as Exhibit "B" and made a part hereof in the amount of \$1,444.37 for the three minor children commencing on the first day of the month following the entry of this Decree and continuing in a like amount on the first of each month thereafter with a reduction to \$1,258.31 per month when two children remain and \$874.79 per month when only one child remains. All child support payments shall continue to be paid until said minor children reach legal age, become emancipated, become self-sustaining, die, or until further Order of the Court, whichever event first occurs. All child support payments shall be made through the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501-2600.
- G. Required Information. Defendant will furnish to the Nebraska Child Support Payment Center his name, telephone number, social security number, the name and address of his employer, and any other information the Court shall deem relevant until said judgment has been paid in full. The Defendant shall also advise the

Nebraska Child Support Payment Center of any changes in such information between the time of the entry of the Decree herein and the payment of the judgment in full. Failure to comply with the provisions of this section shall be punishable by contempt.

- H. In the event the Defendant fails to make any child support as such failure is certified each month by the Nebraska Child Support Payment Center in cases where Court-ordered support is delinquent in an amount equal to the support due and payable for a one month period of time, Defendant shall be subject to income withholding and may be required to appear in Court on a date to be determined by the Court and show cause why said payment has not been made. In the event that the Defendant fails to pay and appear as so ordered, a warrant shall be issued for his arrest.
- I. <u>Daycare Expenses.</u> The Plaintiff shall pay all the child care costs of the minor children of the parties.
- J. <u>Dependency Exemptions</u>. The parties shall alternate the income tax dependency exemptions for the minor children, commencing with Defendant claiming Abigail R. Miller and Keenan N. Miller for 2007, and Plaintiff claiming Kody L. Miller for 2007, and in 2008 Defendant will claim Abigail R. Miller, and Plaintiff will claim Kody L. Miller and Keenan N. Miller, the parties will alternate each year thereafter. When there are only two children remaining as income tax exemptions, Plaintiff shall claim Abigail R. Miller, and Defendant will claim Keenan N. Miller each year as dependency exemptions. When there is one child remaining the parties will alternate the exemption.
- K. <u>Life Insurance</u>. Each party is awarded the life insurance policies which they own, including the cash surrender value on said policies, presently in existence, free and clear of any marital interest of the other party.

Each of the parties shall maintain the life insurance policies which they have at their employment and shall name their children as beneficiaries of their life Insurance policies and shall provide proof thereof upon the reasonable request of the other party such policies shall be maintained until said minor children reach legal age, become emancipated, become self-sustaining, die, or until further Order of the Court, whichever event first occurs.

L. <u>Claim for Personal Injury</u>. Plaintiff maintains that she has a claim for personal injury against the Defendant. Defendant denies that he is liable for any such

claim. Such claim arose during the time of the marriage of the parties. Plaintiff waives, releases and extinguishes hereby any such claim that she may have against Defendant for any personal injuries she has, had or may have in the future.

- M. <u>Alimony</u>. Defendant shall pay alimony to the Plaintiff through the office of the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, NE 68501-2600, in the sum of \$350.00 per month for the support of the Plaintiff. Said payment shall commence on the first day of the first month after the entry of the Decree in this matter and shall continue to be due and payable on the first day of each month thereafter until the death of either party, the remarriage of Plaintiff or a total of 120 months, whichever event occurs first. Further, alimony shall not be subject to modification.
- N. Real Estate. The personal residence ("residence") located at 14205 South 21st Street, Omaha, Nebraska, is currently listed for sale. The Plaintiff shall pay the first monthly mortgage payment, interest, taxes and insurance on the residence until it is sold. The Defendant shall pay the second mortgage payment on the residence until it is sold. Any net profit received from the sale, after deducting the mortgage, real estate commissions and closing costs, shall be divided equally between the parties, except that in the event there are any escrowed funds remaining from the first mortgage, the Plaintiff shall be entitled to the same, after paying any delinquent taxes and taking into account the usual allocation of taxes and insurance at the time of closing for the period during which Plaintiff alone occupied the family home.
- O. <u>Automobiles</u>. Plaintiff shall be awarded all right, title and interest in and to the Chrysler Grand Caravan and the 1996 Saturn SLI, free and clear of any marital interest of the Defendant, subject to all encumbrances thereon and Plaintiff shall indemnify and hold the Defendant harmless thereon.

Defendant shall be awarded all right, title and interest in and to the 2005 Ford Mustang GT and the 1999 Honda Motorcycle, free and clear of any marital interest of the Plaintiff, subject to all encumbrances thereon and Defendant shall indemnify and hold the Plaintiff harmless thereon.

P. <u>Household Goods and Personal Property</u>. The Plaintiff is awarded the marital household furnishings in her possession, free and clear of any marital interest in the Defendant.

The Defendant is awarded the marital household furnishings in his possession, free and clear of any marital interest in the Plaintiff.

The Plaintiff shall make available for copying family photographs and pictures of the minor children from 1999 forward for a period of sixty (60) days after the date of sale of the personal residence.

- Q. <u>Retirement Account</u>. The Plaintiff shall be awarded all retirement accounts maintained in her name, free and clear of any marital interest of the Defendant.
- R. <u>Checking And Saving Accounts</u>. Each party is awarded any cash on hand in his or her possession and any sum of money each may have on deposit in any savings, checking or money market account in his or her individual name free and clear of any marital interest of the other party.
- S. <u>Debt</u>. Except as provided below, each party shall pay, hold and indemnify the other party for any and all debts which he or she has incurred.

Plaintiff shall pay the following debts:

Sears credit card:

Chase VISA

Defendant shall pay the following debts:

Nebraska Furniture Mart:

Dodge Rewards VISA

Pinnacle Bank

Any and all medical bills pertaining to the Plaintiff's foot injury which are not covered by insurance for as long as Plaintiff remains covered by Defendant's health insurance plan through his employer.

- T. Attorney Fees and Costs. Each party shall pay his or her own attorney fees and costs.
- U. <u>Full Disclosure</u>. Each party hereby warrants to the other that there has been an accurate, complete and current disclosure of all income, assets, debts and an incomplete disclosure constitutes grounds for setting aside this agreement and the Decree of Dissolution of Marriage. The property referred to in this agreement represents all of the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
- V. Advice of Counsel. Each of the parties expressly certifies that they have entered into this Agreement upon mature consideration and after ample opportunity to seek the advice of separate counsel; that consent to the execution of this Agreement 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 access to the books and records of the other and both parties have full knowledge as to the business affairs of each other and the nature, extent and value of the property of the other and that the parties agree that this Agreement is fair and reasonable and not unconscionable.
- W. <u>Mutual Releases</u>. In consideration of the provisions of this Agreement, the Defendant and Plaintiff will release one another as follows:
- (a) The Plaintiff will and does accept the benefits of this Agreement 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 he has or may acquire as the Plaintiff or widow of the Defendant, or in the event of his death as an heir at law or surviving spouse of the Defendant or otherwise; and, except for any of Defendant's social security benefits that may be available to her or to the parties' children, the Plaintiff will and does relinquish and waive all future, present, or other interests in the property of the Defendant except under the provisions of this Agreement.
- (b) The Defendant will and does accept the benefits of this Agreement 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 she has or may acquire as the Defendant or widower of the Plaintiff or otherwise or in the event of her death, as an heir at law or surviving spouse of the Plaintiff or otherwise; and, except for any of Plaintiff's social security benefits that may be available to him or to the parties' children, the Defendant will and does relinquish and waive all future, present, or other interests in any property of the Plaintiff except under the provisions of this Agreement.

- (c) This Agreement will be and is a complete, final, and full settlement of all matters in dispute between the Plaintiff and the Defendant; and, in the event of the death of either the Plaintiff or the Defendant within thirty (30) days after the Court decrees a dissolution, and before such Decree becomes final and operative, this Agreement will be and remain in full force and effect as effectively and fully as if both Plaintiff and Defendant had survived for such period and such Decree had become final and operative and will not thereby be or become null and void.
- X. <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 instrument and shall do all other things incident to this Agreement. In the event either party shall fail to comply with the provisions of this paragraph within thirty (30) days hereof, this Agreement 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 Agreement.
- Y. <u>Waiver of Breach</u>. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach. No modification of this Agreement shall be binding upon either of the parties unless reduced to writing and subscribed to by both parties unless ordered by the Court.
- Z. <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 Agreement or any provision hereof.
- AA. <u>Interpretation</u>. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

10. That the marriage of Linda S. Miller, Plaintiff, and Scott J. Miller, Defendant, which marriage was entered into on the 1<sup>st</sup> day of March, 2002, in Sarpy County, Nebraska, is hereby dissolved.

Pursuant to Neb. Rev. Stat. Section 42-372, as amended, this Decree of Dissolution becomes final and operative except for the purposes of review by appeal, without any further action of the Court, thirty (30) days after the Decree is entered.

For the purposes of review by appeal, the Decree shall be treated as a final order as soon as it is rendered. If an appeal is instituted within thirty (30) days after the date the Decree is rendered, such Decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

Except for purposes of appeal as described in Neb. Rev. Stat. Section 42-372, for purposes of remarriage and for purposes of continuation of health insurance coverage, the Decree dissolving this marriage becomes final and operative thirty (30) days after the Decree is rendered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was rendered.

For purposes of remarriage, the Decree dissolving this marriage becomes final and operative six (6) months after the Decree is rendered or upon the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative on the date it was rendered.

For purposes of continuation of health insurance coverage, the Decree dissolving this marriage becomes final and operative six (6) months after the Decree is rendered. Neither Plaintiff nor Defendant may remarry anyone, anytime, anyplace until the expiration of said six (6) month period from the execution of this Decree by the Court.

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 of the terms and conditions of their Property Settlement Agreement as hereinabove set forth in this

Decree, and the agreement shall be enforced by all remedies available for the enforcement of a judgment, including contempt proceedings, pursuant to Neb. Rev. Stat. Section 42-366(5) (Reissue 1999).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties and each of them shall execute any and all documents necessary or proper to fulfill the terms and requirements of the Property Settlement Agreement as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that should the parties or either of them fail, refuse or neglect within thirty (30) days of the execution of this Decree by the Court to execute or deliver any document necessary or required to carry out and fulfill the terms of their Property Settlement Agreement, as above set forth herein, then this Decree shall have the same operation and effect as such necessary document.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that both parties shall furnish to the Clerk of the District Court of Douglas County, Nebraska, their addresses, telephone numbers, social security numbers, the names of their employers, whether or not they have access to employer related health insurance coverage, and if so, the health insurance policy information, and such other information the court may deem relevant until such judgment for the payment of child and spousal support shall be paid in full and the obligation for the provision of insurance is met. Plaintiff and Defendant 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 the Decree and the payment of monies in full and the fulfillment of any insurance obligation hereunder. In the event that either party fails to provide such information or advise of such changes, the provisions shall be enforceable by the contempt powers of the court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that in the event that Defendant fails to pay any child support, alimony, spousal support or medical support as such failure is certified each month by the District Court Clerk in cases where court ordered support is delinquent in an amount equal to the support due and payable for one (1) month period of time, Defendant shall be subject to income withholding and may be required to appear in court on a date to be determined by the

court and show cause why such payment was not made or why such obligation was not met. In the event that Defendant fails to appear as so ordered, a warrant for arrest shall be issued. Delinquent interest rate 7.094%

Dated this <u>/6</u> day of <u>Murch</u>, 2007.

BY THE COURT:

Honorable William B. Zastera

District Court/Judge

APPROVED AS TO FORM AND CONTENT; I RESPECTFULLY REQUEST THAT THE COURT ENTER THE ABOVE DECREE OF DISSOLUTION OF MARRIAGE.

Linda S. Miller, Plaintiff

APPROVED AS TO FORM AND CONTENT; I RESPECTFULLY REQUEST THAT THE COURT ENTER THE ABOVE DECREE OF DISSOLUTION OF MARRIAGE.

Scott J. Miller, Defendant

APPROVED AS TO FORM AND CONTENT:

/J. K. Harker, #20714

11620 Arbor Street, #202

omaha, NE 68144

(402) 408-4000

Attorney for Plaintiff

PREPARED AND SUBMITTED BY:

Harold M. Zabin, #14652

MARKS CLARE & RICHARDS, L.L.C.

11605 Miracle Hills Drive, Suite 300

Omaha, NE 68154

402-492-9800

Attorneys for Defendant

## EXHIBIT "A" PARENTING TIME SCHEDULE

The Defendant shall be allowed reasonable parenting time with the parties' minor children including, without limitation, the following:

- A. Weekends: Every other weekend from 5:00 p.m. Friday to 7:00 p.m. Sunday.
- B. Weekday: Every Wednesday from 5:00 p.m. to 8:00 p.m.

#### C. In Even-Numbered Years:

- 1. **Memorial Day Weekend**: This holiday shall include only that weekend when Memorial Day is nationally recognized and shall commence at 6:00 p.m. on Friday and conclude at 5:00 p.m. on Monday, Memorial Day.
- 2. **Labor Day Weekend:** This holiday shall include only that weekend on which Labor Day is nationally recognized and shall commence at 6:00 p.m. on Friday and conclude at 5:00 p.m. on Monday, Labor Day.
- 3. **Halloween:** This period shall include only that day, October 31<sup>st</sup> from 5:00 p.m. to 8:00 p.m..
- 4. **Christmas:** This holiday period shall be defined as one half of that time during which the children are excused from school for the Christmas holiday and shall commence at 5:00 p.m. on the day the children are released from school and conclude at noon on the on the middle day of the vacation if there are an odd number of vacation days or at 5:00 p.m. on the last full day of the first half of the vacation if the number of days in the vacation is even.

#### D. In Odd-Numbered Years:

- 1. **Easter:** This holiday shall include that period of time during which the children are excused from school before the Easter holiday, including Easter Sunday, and shall commence at 6:00 p.m. on the day the children are released from school and conclude at 5:00 p.m. on the day before the children return to school.
- 2. **Thanksgiving:** This holiday shall be defined as that period of time during which the children are excused from school for the Thanksgiving holiday, including Thanksgiving day, and shall commence at 6:00 p.m. on the day the children are released from

school and conclude at 5:00 p.m. on the day before the children return to school.

- 3. **New Year's Day:** This holiday period shall commence at noon on the middle day of the vacation if there are an odd number of vacation days in the vacation or at 5:00 p.m. on the last full day of the first half of the vacation if the number of days in the vacation is even and conclude at 5:00 p.m. on the day before school resumes.
- 4. **July 4<sup>th</sup>:** This period shall commence on July 4<sup>th</sup> at 8:00 a.m. to approximately 11:00 p.m. on July 4<sup>th</sup>.
- 5. **Each child's birthday:** From 5:00 p.m. to 8:00 p.m., if on a school day and, if the birthday falls on a nonschool day, from 8:00 a.m. to 8:00 p.m.
- E. **Father's/Mother's Day:** Every year the father shall have the children on Father's Day and the mother shall have the children on Mother's Day. This holiday shall commence at 9:00 a.m. and conclude at 7:00 p.m. on the Sunday on which such holiday is nationally observed.
- F. **Parent's birthdays:** Every year the father shall have the children on his birthday and the mother shall have the children on her birthday. This parenting time shall commence at 9:00 a.m. and conclude at 8:00 p.m. on the birthday.
- G. Summer: The parties shall be allowed summer visitation time with the minor children as follows, (May through August when children are not in school):
- 1. During 2007 and 2008, each party shall have the right to two weeks of consecutive or nonconsecutive visitation with their minor children. Defendant will give Plaintiff advance notice by May 1<sup>st</sup> of each year, when he intends to exercise his summer visitation.
- 2. Beginning 2009, each party shall have the right to four weeks of visitation with their minor children, but no more than two weeks may be exercised consecutively. The first two-week period must occur within the first half of the children's summer vacation. The second period may occur at any time during the vacation period so long as it is not consecutive to the first period. Defendant will give Plaintiff advanced notice by May 1<sup>st</sup> of each year when he wishes to exercise his summer visitation.
- 3. Defendant's choice for his first two-week summer vacation period shall prevail in all but emergency situations. The parties agree to cooperate in compromising to reasonably resolve conflicts that may arise when scheduling their second two-week visitation periods.

- H. **Transportation:** The Defendant will pick up and deliver the children for Visitation during weekend, weekday and holidays.
- I. Such other times as mutually agreed upon between the Plaintiff and Defendant.
- J. **Telephone, Mail, and E-mail Contact.** The parties and the minor children will have the right to unrestricted telephone, mail, and e-mail contact with one another at all reasonable times. Each party will keep the other informed of his or her telephone number.
- K. RECORD KEEPING AND NOTIFICATION. The names of both parents will continue to appear on all school and medical records, and both will have access to all such information. Each parent is responsible for notifying the school that she/he wishes 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. 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 them. Both parents will be aware of the names of the current treating physician and dentist for the children at all times. The parents will be aware of each other's address and phone number and will notify each other immediately in the event that either party has a change in address or phone number, even if this information becomes unlisted.

The parties will keep each other advised of their children's activities so that each parent may participate and support them in these events, even if they are not in that parent's possession the day the activity occurs.

L. <u>PARENTAL COMMUNICATION AND DECISION MAKING</u>. The parents agree to discuss and attempt to reach mutual agreement whenever possible on significant matters regarding their children in such areas as health and medical, school or general education related issues, and behavioral or discipline issues which may affect both households.

They will discuss parental business in a courteous and businesslike manner, and will not conduct such discussions during visitation exchanges, and acknowledge all communications regarding the children will remain between the biological parents only, regardless of future relationships.

APPROVED:

inda S Miller

Scott I Mills

Miller

### CHILD SUPPORT CALCULATOR

# Basic Custody Calculation Case: Miller v. Miller CI 06-275 Date: 12/08/2006 Exemptions: Mother (4) Father (2) Three Children

	Mother	Father
Total Monthly Income (Taxable) Total Monthly Income (Non Taxable)	\$2,792.00 \$0.00	\$6,751.00 \$0.00
Deductions		
Federal Income Tax State Income Tax FICA Tax Total Tax Deductions	\$155.88 \$50.04 \$213.59  \$419.51	\$1,087.33 \$345.32 \$516.45  \$1,949.10
Health Insurance Retirement Child Support Previously Ordered Regular Support for other children	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Total Of Other Deductions	\$0.00	\$0.00
Total Deductions Child Tax Credit	\$419.51 \$0.00	\$1,949.10 \$0.00
Monthly Net Income	\$2,372.49	\$4,801.90
Combined Monthly Net Income Combined Annual Net Income	\$7,174.39 \$86,092.68	
Percent contribution of each parent:	33.07%	66.93%
Monthly support (Table 1)	\$2,158.00	
Each Parent's Monthly Share	\$713.63 ======	\$1,444.37 ======

#### Number of Children Calculation

Number of	Combined	Table	Obligor's	Child
Children	Net Income	Amount	Percentage	Support Due
Three Children	\$7,174.39	\$2,158.00	ж 66.93%	= \$1,444.37
Two Children	\$7,174.39	\$1,880.00	ж 66.93%	= \$1,258.31
One Child	\$7,174.39	\$1,307.00	ж 66.93%	= \$874.79



DOCKET: CI 06-275 TITLE: LINDA S. MILLER VS. SCOTT J. MILLER ACTION: DOMESTIC DISSOLU FILED: FEBRUARY 13, 2006 DATE JUDGE'S MINUTES JAN A.D. 2006 12/1/06 Plaintiff appears by Counsel Ms. Jill Harker, Defendant appears by Counsel Mr. Harold Zabin on Motion to Compel, and Motion to Strike Certificate of Readiness. Motion to Compel is overruled. Motion to Strike Certificate of Readiness is overruled. Matter now fixed for trial on MARCH 1, 2007 at the hour of 1:30 p.m. in District Courtroom #1. , Judge 12/8/06 Matter previously being set for trial on March 1, 2007, the Motion to Amend Temporary Order is denied. JAN A.D. 2007 1/4/07 Order signed and entered. The Court advised by Counsel, Matter is settled, to be set as a proveup at a later date. Trial heretofore scheduled for March 1, 2007 cancelled. 3/9/07 Plaintiff appears by Counsel, Ms. Jill Harker, Defendant appears Pro Se. Findings made on the record. Decree to be submitted. , Judge

3-16-07 Decree of Dissolution signed and entered.