

Nebraska Judicial Branch

Case Summary

In the District Court of LANCASTER County
 The Case ID is CI 15 0000253
 Tammy R Cunningham v. Jason A Cunningham
 The Honorable Andrew Jacobsen, presiding.
 REFEREE N
 Classification: Dissolution of Marriage
 Filed on 01/23/2015
 This case is Closed as of 04/25/2017
 It was disposed as Uncontested Default

Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE	
Tammy R Cunningham	Hal W Anderson
1830 Oakdale Avenue	1630 K Street
Lincoln NE 68506	Lincoln NE 68508
	402-477-8800
Defendant ACTIVE	
Jason A Cunningham	Self-Represented Litigant
4145 Colfax Street	
Lincoln NE 68504	NE

Judgment Information

On 04/25/2017 judgment of Child Support was entered.
 Default interest rate is 2.9270%
 Financial records maintained by Health and Human Services
 The judgment creditor is Tammy R Cunningham
 The judgment debtor is Jason A Cunningham
 Obligation of \$2,100.00 is monthly from 05/01/2017 to 06/09/2023
 Obligation of \$1,400.00 is monthly from 07/01/2023 to 12/08/2025
 Obligation of \$700.00 is monthly from 01/01/2026 to 09/02/2028
 On 04/25/2017 judgment of Spousal Support/Alimony was entered.
 Default interest rate is 2.9270%
 Financial records maintained by Health and Human Services
 The judgment creditor is Tammy R Cunningham
 The judgment debtor is Jason A Cunningham
 Obligation of \$1,600.00 is monthly from 05/01/2017 to 04/30/2029
 On 04/25/2017 judgment of Judgment (General) was entered.
 The judgment creditor is Tammy R Cunningham
 The judgment debtor is Jason A Cunningham
 Obligation of \$5,111.00 is One-Time from 04/25/2017 to 04/26/2017

Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	01/23/2015	\$35.00
Plaintiff	Filing Fee - State	01/23/2015	\$5.00
Plaintiff	Automation Fee	01/23/2015	\$8.00
Plaintiff	NSC Education Fee	01/23/2015	\$1.00

Incurred By	Account	Date	Amount
Plaintiff	Dispute Resolution Fee	01/23/2015	\$0.75
Plaintiff	Indigent Defense Fee	01/23/2015	\$3.00
Plaintiff	Uniform Data Analysis Fee	01/23/2015	\$1.00
Plaintiff	Dissolution Fee	01/23/2015	\$25.00
Plaintiff	Parenting Act Fund	01/23/2015	\$50.00
Plaintiff	J.R.F.	01/23/2015	\$6.00
Plaintiff	Filing Fee-JRF	01/23/2015	\$2.00
Plaintiff	Legal Aid/Services Fund	01/23/2015	\$5.25
Plaintiff	Complete Record	01/23/2015	\$15.00
Plaintiff	Service Fees	02/18/2015	\$6.00
Plaintiff	Service Fees	02/20/2015	\$18.00

Financial Activity

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

Payments Made to the Court

Receipt	Type	Date	For	Amount
676772	check	12/04/2017	Cunningham, Jason, A,	\$5,111.00
			Judgment (General)	\$5,111.00
627529	check	01/26/2015	Cunningham, Tammy, R,	\$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

Payments Made by the Court

Check	Date	To	Amount
338549	12/11/2017	Cunningham, Tammy, R,	\$5,111.00

Register of Actions

12/04/2017 Release of Lien by Either Party
This action initiated by party Tammy R Cunningham
Image ID 001783962D02

06/05/2017 Miscellaneous Document
copy back from State act 56
Image ID 001738538D02

05/31/2017 HHS/BVS Divorce Certificate

05/30/2017 Receipt
This action initiated by party Tammy R Cunningham
for May 2017 cs \$2100 & ss \$1600

Image ID 001734913D02

05/17/2017 IV-D Court Start Date
This action initiated by party Tammy R Cunningham

04/27/2017 Notice Issued on Hal w Anderson
The document number is 00512853
Notice of Judgment
E-MAILED handerson@acwlaw.org
Image ID D00512853D02

04/27/2017 Notice Issued on Jason A Cunningham
The document number is 00512852
Notice of Judgment
Image ID D00512852D02

04/25/2017 Property Settlement Agreement
Exh 2
Image ID 001730631D02

04/25/2017 Decree
This action initiated by Andrew Jacobsen
eNotice Certificate Attached
Image ID 001730629D02

04/25/2017 Filing Not Otherwise Specified
Exh 1 Address Information
Image ID 001730630D02

04/17/2017 Notice-Hearing
This action initiated by party Tammy R Cunningham
default 4-25-17/8:45/32

Image ID N17107AVUD02

06/13/2016 Motion-Continuance
This action initiated by party Tammy R Cunningham

008-
NOH- 6-17-16;8:30;#32
Image ID 001617555D02

03/04/2016 Order
This action initiated by Andrew Jacobsen
setting pretrial conf for 05-27-16 at 8:30am in #32 eNotice Certificate A
ttached
Image ID 001610891D02

03/04/2016 Order-withdraw as Counsel
This action initiated by Andrew Jacobsen

Tara Gardner
Image ID 001610892D02 eNotice Certificate Attached

02/29/2016 Order-Compel
This action initiated by Andrew Jacobsen
discovery eNotice Certificate Attached
Image ID 001609616D02

02/29/2016 Pretrial Memorandum-Attorney
This action initiated by party Tammy R Cunningham
amended
Image ID 001609532D02

02/26/2016 Motion-withdraw as Counsel
This action initiated by party Jason A Cunningham
007- Tara Gardner

Image ID 001608847D02

02/23/2016 Motion Filed
This action initiated by party Tammy R Cunningham
007 - to set for trial & not of hrg - 2-26-16;9:30;#32
Image ID 001602540D02

02/23/2016 Pretrial Memorandum-Attorney
This action initiated by party Tammy R Cunningham
Image ID 001602539D02

02/23/2016 Confidential Document *

01/28/2016 Motion-Compel
This action initiated by party Tammy R Cunningham
006- discovery and NOH

2-16-16;9:30;#32
Image ID 001591327D02

01/07/2016 Cert-Parent Ed Course Completion
This action initiated by party Tammy R Cunningham
Image ID 001597326D02

11/17/2015 Motion Filed
This action initiated by party Tammy R Cunningham
005- to schedule mediation and NOH
12-18;15;8:30;#32
Image ID N15321J14D02

04/22/2015 Order
This action initiated by Andrew Jacobsen
custody & parenting time Judge signed order 4-21-15 eNotice Certificate A
ttached
Image ID 001522582D02

04/22/2015 Temporary Order
This action initiated by Andrew Jacobsen
Judge signed order 4-21-15 eNotice Certificate Attached
Image ID 001522581D02

04/14/2015 Answer
This action initiated by party Jason A Cunningham
& Cross Complaint for Dissolution of Marriage
Image ID 001510006D02

04/13/2015 Entry of Appearance
This action initiated by Tara L Gardner
for Defendant

Image ID 001515689D02

04/13/2015 Motion-Temporary Custody
This action initiated by party Jason A Cunningham
004-joint; NOH 4-17-15;9:00;#32
Image ID 001515684D02

03/30/2015 Notice-Hearing
This action initiated by party Tammy R Cunningham
Second Amended 4-17-15/0900/32
Image ID 001511491D02

03/27/2015 Letter
This action initiated by party Jason A Cunningham
To judge requesting continuance
Image ID 001511546D02

03/23/2015 Amended Notice of Hearing
This action initiated by party Tammy R Cunningham
hearing 03-27-15 at 8:30am in #32
Image ID 001512280D02

02/20/2015 Return Summons/Alias Summons
The document number is 00448463
Served 02/19/2015, Lancaster County Sheriff
Personal Service
Image ID 001501278D02

02/19/2015 Parent Act Notice-Dad

02/19/2015 Summons Issued on Jason A Cunningham
The document number is 00448463

Image ID D00448463D02

02/19/2015 Praecipe-Summons/Alias
Image ID 001489235D02

02/18/2015 Notice-Hearing
This action initiated by party Tammy R Cunningham
Amended 3-20-15/1030/32
Image ID 001490431D02

02/18/2015 Return Summons/Alias Summons
The document number is 00448279
Served Dt Unknown, Lancaster County Sheriff
No Service
Received after Returnable date/time
Image ID 001501123D02

02/17/2015 Summons Issued on Jason A Cunningham
The document number is 00448279
Image ID D00448279D02

02/16/2015 Praecipe-Summons/Alias
This action initiated by party Tammy R Cunningham
Image ID N15047S9ED02

01/27/2015 Motion Filed
This action initiated by party Tammy R Cunningham
003-temp spousal support/NOH 02-20-15 at 9:30am in #32
Image ID 001493388D02

01/27/2015 Motion Filed
This action initiated by party Tammy R Cunningham

002-temp c.s./NOH 02-20-15 at 9:30am in #32
Image ID 001493387D02

01/27/2015 Motion-Temporary Custody
This action initiated by party Tammy R Cunningham
001-and NOH for 02-20-15 at 9:30am in #32
Image ID 001493386D02

01/27/2015 Parent Act Notice-Mom

01/27/2015 Parent Act Notice-Dad

01/26/2015 Confidential Document *

01/26/2015 Confidential Document *
This action initiated by party Tammy R Cunningham

01/26/2015 BVS Partial Certificate Provided

01/23/2015 Complaint-Dissolution of Marriage
This action initiated by party Tammy R Cunningham
no praecipe for summons
Image ID 001493195D02

Judges Notes

03/20/2015
03-20-2015 Jacobsen Reporter
H. Anderson for the pltf, Def pro se. Matter continued to 3-27-15.

03/27/2015
03-27-2015 Jacobsen Reporter NE
H. Anderson for the pltf, Def pro se. Motion for temps continued to 4-17-15 at 9:00. Def to be hiring counsel.

04/17/2015
04-17-2015 Jacobsen Reporter
H. Anderson for the pltf, T. Gardner for the def. Motion for temps sustained. Mr. Anderson to prepare order.

04/21/2015
04-21-2015 Jacobsen Reporter
For order regarding custody and parenting time and order for temorary support see file.

12/18/2015
12-18-2015 Jacobsen Reporter
H. Anderson for the pltf, T. Gardner for the def. Motion to mediate is sustained. Parties to complete mediation of parenting and custody

issues within 30 days.

02/26/2016

02-26-2016 Jacobsen

Reporter

H. Anderson for the pltf, T. Gardner for the def. Motion to compel is sustained. Def given 30 days to comply. Motion to withdraw is set for 3-4-16 at 8:30. Matter set for trial for the 6-30-16 domestic term.

02/29/2016

02-29-2016 Jacobsen

Reporter

For order to compel see file.

03/04/2016

03-04-2016 Jacobsen

Reporter

H. Anderson for the pltf, T. Gardner for the def. Ms. Gardner given leave to withdraw for order see file. Pertrial conference set for 5-27-26 at 8:30. Ms. Gardner to prepare order. For order see file.

05/27/2016

05-27-2016 Jacobsen

Reporter

H. Andreson for the pltf, Def pro se. Pretrial conference held. Def given 7 days to file pretrial memo. Trial set for 6-30-16 at 9:00.

06/17/2016

06-17-2016 Jacobsen

Reporter

H. Anderson for the pltf, def does not appear. Motion to continue is sustained. Trial continued to date to be set.

04/25/2017

04-25-2017 Jacobsen

Reporter NE

H. Anderson with the pltf, def pro se. Evidence presented, findings made on the record. For decree see file. (DEFAULT)

Exhibit List

Exhibit		Ofrd	Rcvd	*****	BOE Pages	*****
No.	Description	Y/N	Y/N	Mark	Ofrd	Ruled Found
1	Informational Sheet (In File)	Y	Y			
2	Joint Stip and Property Settlement Agreement	Y	Y			
	w/Attached Parenting Plan (In File)					

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

TAMMY R. CUNNINGHAM,

Plaintiff,

vs.

JASON A. CUNNINGHAM,

Defendant.

CASE NO. CI 15-0253

DECREE OF DISSOLUTION

2017 APR 25 PM 2 04

LANCASTER COUNTY

CLERK OF THE
DISTRICT COURT

THIS MATTER came on for default hearing on the 25th day of April, 2017, on Plaintiff's Complaint for Dissolution of Marriage. Plaintiff appeared in Court with her attorney, Hal W. Anderson; Defendant appeared in Court *pro se*.

The Court received into evidence Exhibit 2, which was a Joint Stipulation and Property Settlement of the parties. The Court does herewith incorporate Exhibit 2 herein and orders both parties to abide thereby as if fully and completely set forth in this Decree.

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

1. That this Court has jurisdiction over the parties and the subject matter of this action for the purposes of granting relief requested in Plaintiff's Complaint.
2. That at least one of the parties is, and has been, a resident of the State of Nebraska for at least one (1) year prior to the filing of the Complaint herein.
3. That more than sixty (60) days have last passed since the perfection of service of process in this matter.
4. That the parties were married in Blair, Washington County, Nebraska on the 7th day of July, 2017, and that there have been three (3) children born the issue of the Plaintiff and Defendant, namely, Sarah Icis Cunningham, born in 2004; Whitney Renae Cunningham, born in 2006; and, Joel Allen Cunningham, born in 2009.
5. That neither party is a member of the armed forces of the United States or its allies.
6. That neither party is now a party to any other pending actions for divorce, separation or dissolution of marriage.
7. That every reasonable effort to effect reconciliation has been made, without success, and the marriage of the Plaintiff and Defendant is irretrievably broken.



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8. **CHILD CUSTODY.** That the Plaintiff is a fit and proper person to have the care, custody and control of the three (3) minor children of the parties, namely, Sarah Icis Cunningham, born in 2004; Whitney Renae Cunningham, born in 2006; and, Joel Allen Cunningham, born in 2009, and the Plaintiff is awarded the legal custody of the parties' minor children subject to liberal and reasonable parenting time of the Defendant. The parties have prepared and agreed to a Parenting Plan which is attached to the Joint Stipulation and Property Settlement Agreement and incorporated herein by this reference.

9. **CHILD SUPPORT.** That the Defendant shall pay, as child support, the total sum of \$2,100 per month for the support of the three (3) minor children commencing on the 1st day of May, 2017, and continuing on the 1st day of each month thereafter until one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there are only two (2) minor children remaining, the Defendant shall pay child support in the sum of \$1,400 until one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there is only one (1) minor child remaining Defendant shall pay child support in the sum of \$700 until the child reaches majority under Nebraska law, becomes emancipated, self-supporting, marries, dies, or until further order of the Court. Child support has been determined in accordance with the Nebraska Child Support Guidelines and shall be subject to modification in accordance with said Guidelines.

Child support shall be made payable to the Nebraska Payment Center and mailed to the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501. All payments must include the name of the payor (Defendant), Defendant's Social Security Number, County (Lancaster), and Court Case Number (CI 15-253).

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

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

10. **CHILD CARE EXPENSES.** That the Defendant shall reimburse the Plaintiff fifty (50%) percent of any and all work-related or educational-related daycare expenses. Plaintiff is to provide verification of daycare expenses to the Defendant and the Defendant is to reimburse the Defendant his fifty (50%) percent within seven (7) days of his receipt of verification from the Plaintiff.

11. **HEALTH INSURANCE.** That the Plaintiff shall continue to maintain health insurance for the minor children so long as it is available to her through her employment or any organization to which she belongs.

That the Plaintiff shall pay the first \$480 of the non-covered health related expenses per year per each minor child. Defendant will pay fifty (50%) percent of any and all non-covered medical expenses above and beyond the first \$480 per child. Plaintiff has an obligation to present statements to the Defendant on a regular basis and the Defendant is to reimburse the Plaintiff within fourteen (14) days of his receipt of the statements from the Plaintiff. Information to be provided to the Defendant by the Plaintiff should contain sufficient information so as to show by way of an accounting the payment of the first \$480 per child, the application of appropriate health insurance benefits, and the amount to be divided 50/50 thereafter.

12. **CHILD-RELATED EXEMPTIONS.** The Plaintiff shall claim Joel Allen Cunningham, born in 2009, on her tax returns each and every year. The Defendant shall claim Sarah Iciss Cunningham, born in 2004, on his income tax returns each and every year so long as he is current in his child support obligation for that tax year. The parties shall alternate claiming Whitney Rene Cunningham, born in 2006, on their tax returns each year with the Plaintiff claiming her in odd-numbered years and the Defendant claiming her in even-numbered years so long as he is current in his child support obligation for those years.

13. **ALIMONY.** That the Defendant shall pay alimony to the Plaintiff in the amount of \$1,600 per month commencing the 1st day May, 2017, for a period of twelve (12) years. In the event that there is a significant increase in the Plaintiff's employment or should the Plaintiff have earnings from any other source significantly greater than she presently has, that may be considered by the Court in regards to the specific amount of alimony. Alimony shall terminate on the death of either party or the remarriage of the Plaintiff.

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

Trendwood 4th Addition, Block 1, Lot 7, Lancaster County, Nebraska
commonly referred to as 1830 Oakdale Avenue, Lincoln, Nebraska, but subject to the existing indebtedness to First National Bank in the approximate amount of \$136,030.15. The Plaintiff is ordered to perform the terms of the Property Settlement Agreement in terms of indemnification, hold harmless and refinancing, as if fully set forth herein.

15. **EAGLE 1ST ROOFING AND CONSTRUCTION, INC., AN S CORPORATION.** That the Defendant is awarded any and all interest in Eagle 1st Roofing and Construction, Inc. and will assume any and all obligations owned by Eagle 1st Roofing and Construction, Inc. and shall hold the Plaintiff harmless and indemnify her therefrom.

16. **TALON STEEL BUILDINGS, INC., AN S CORPORATION.** That the Defendant is awarded any and all interest in Talon Steel Buildings, Inc. and will assume any and all obligations owned by Talon Steel Buildings, Inc. and shall hold the Plaintiff harmless and indemnify her therefrom.

17. **LEGACY WOOD FLOORS, INC., AN S CORPORATION.** That the Defendant is awarded any and all interest in Legacy Wood Floors, Inc. and will assume any and all obligations owned by Legacy Wood Floors, Inc. and shall hold the Plaintiff harmless and indemnify her therefrom.

18. **DIVISION OF DEBT.** That the Defendant shall be responsible for the following obligations and hold the Plaintiff harmless and indemnify her therefrom and as set forth in the Property Settlement Agreement.:

- i. ABC in approximate sum of \$249,589.77
- ii. ABC Cash Account in the approximate sum of \$14,069.65
- iii. American Family Insurance in the approximate sum of \$236.74
- iv. ATD in the approximate sum of \$374.72
- v. Auto Zone in the approximate sum of \$1,526.07
- vi. Balanced Bookkeeping in the approximate sum of \$7,200.50
- vii. Bank of the West Credit Card in the approximate sum of \$15,889.69
- viii. Barnett's in the approximate sum of \$7,335.45

- ix. Berry (Eagle) in the approximate sum of \$8,215.25
- x. Berry (Legacy) in the approximate sum of \$3,808.56
- xi. Capital One Credit Card in the approximate sum of \$6,422.12
- xii. CDI (Legacy – Carpet) in the approximate sum of \$920.19
- xiii. Chase credit card in the approximate sum of \$31,091.34
- xiv. Contractors Siding in the approximate sum of \$1,165.52
- xv. Eakes in the approximate sum of \$261.98
- xvi. EFTPS in the approximate sum of \$4,406.10
- xvii. FDC (Red Book Columbus) in the approximate sum of \$777.48
- xviii. FDC (Red Book McCook) in the approximate sum of \$3,302.61
- xix. General Siding in the approximate sum of \$17,771.61
- xx. GM credit card in the approximate sum of \$9,689.88
- xxi. J.J. Keller in the approximate sum of \$43.71
- xxii. Lepant & Lentz in the approximate sum of \$1,518.14
- xxiii. LES in the approximate sum of \$641.30
- xxiv. Lincoln Water & Waste in the approximate sum of \$108.60
- xxv. McCook Gazette in the approximate sum of \$600.00
- xxvi. Menards in the approximate sum of \$7,076.69
- xxvii. Midwest Family Insurance in the approximate sum of \$96,336.40
- xxviii. NPPD in the approximate sum of \$165.26
- xxix. Pinpoint in the approximate sum of \$176.70
- xxx. Pioneer Overhead Door in the approximate sum of \$1,812.00
- xxxi. Seward (License) in the approximate sum of \$60.90
- xxxii. WEX in the approximate sum of \$6,651.65
- xxxiii. Windstream - Eagle in the approximate sum of \$377.16
- xxxiv. Windstream – Legacy in the approximate sum of \$544.60
- xxxv. A & R Electric in the approximate sum of \$1,865.53
- xxxvi. Allied Building Produces (Brumbaugh & Quandahl PC) in the approximate sum of \$38,807.01
- xxxvii. ANA Lawyer (Immigration 2015) in the approximate sum of \$1,500
- xxxviii. Bank of America Credit Card in the approximate sum of \$10,131.18

- xxxix. Bank of the West default in the approximate sum of \$324.15
- xl. Bank of the West default in the approximate sum of \$10,796.48
- xli. Bank of the West default in the approximate sum of \$8,391.50
- xlii. Bank of the West default (BusinessLink Reserve) in the approximate sum of \$370.61
- xliii. Bank of the West commercial loan in the approximate sum of \$490.19
- xliv. Black Hills Energy in the approximate sum of \$266.87;
- xlvi. Tim and Judy Carlson in the approximate sum of \$850
- xlvi. James Devney paid monthly \$500, total owed *\$ uncertain*
- xlvi. Lockwood Flooring (Legacy) in the approximate sum of \$965.87
- xlvi. Midwest Family Insurance (Workman Comp audit) in the approximate sum of \$5,888.40
- xlix. R.G.R.A.T., LLC in the approximate sum of \$2541.65
- l. Verizon in the approximate sum of \$436.53
- li. Union Bank (Loan) in the approximate sum of 14,557.40
- lii. Union Bank (Loan) in the approximate sum of \$12,057.71.
- liii. Union Bank (Loan) in the approximate sum of \$11,163.76.
- liv. Union Bank (Loan) in the approximate sum of \$11,803.63.
- lv. United Tranzactions (ABC check guarantor) in the approximate sum of \$6,022.97.

The Defendant shall also indemnify and hold the Plaintiff harmless from any obligations to the Internal Revenue Services for any obligations owed by the parties or by the Defendant or as a result of the corporate entities of the Defendant. The Plaintiff believes that the total obligations to the Federal Government at this time is \$40,619.78 and to the State of Nebraska is \$12,963.59.

19. **PERSONAL PROPERTY.** That each party shall have as their sole and separate property, free and clear of any claim by the other, all household goods, furnishings, personal belongings and personal effects now in their respective possession as of the date of the execution of this agreement unless specifically set forth in this document or by attachment. The parties agreed to a division of certain property included within the Joint Stipulation and Property Settlement Agreement, Exhibit _____. The parties are ordered to abide by the oral stipulation in regard to

Exhibit _____ as if fully set forth herein and the parties agree to a division of personal property in addition thereto as the parties agree.

20. **COSTS AND ATTORNEY'S FEES.** That the Defendant shall pay one-half (1/2) of Plaintiffs' costs and fees associated with this action in the amount of \$5,111.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the marriage of Plaintiff, TAMMY R. CUNNINGHAM, and Defendant, JASON A. CUNNINGHAM, be, and hereby is dissolved.

IT IS FURTHER ORDERED that Paragraphs 8 through 20 are hereby incorporated in this decretal portion of this Decree and are made a part of this decretal portion of this Decree by reference and that the parties are ordered to perform and carry out in all respects the terms and provisions of said Paragraphs 8 through 20, the same as if they were set forth verbatim herein.

IT IS FURTHER ORDERED that the Plaintiff is a fit and proper person to have the care, custody and control of the three (3) minor children of the parties, namely, Sarah Icis Cunningham, born in 2004; Whitney Renae Cunningham, born in 2006; and, Joel Allen Cunningham, born in 2009, and the Plaintiff is awarded the legal custody of the parties' minor children subject to liberal and reasonable parenting time of the Defendant. The parties have prepared and agreed to a Parenting Plan which is attached to the Joint Stipulation and Property Settlement Agreement and incorporated herein by this reference.

IT IS FURTHER ORDERED that the Defendant will pay, as child support, the total sum of \$2,100 per month for the support of the three (3) minor children commencing on the 1st day of May, 2017, and continuing on the 1st day of each month thereafter until one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there are only two (2) minor children remaining, the Defendant shall pay child support in the sum of \$1,400 until one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there is only one (1) minor child remaining Defendant shall pay child support in the sum of \$700 until the child reaches majority under Nebraska law, becomes emancipated, self-supporting, marries, dies, or until further order of the Court. Child support has been determined in accordance with the Nebraska Child Support Guidelines and shall be subject to modification in accordance with said Guidelines.

IT IS FURTHER ORDERED that Child support will be made payable to the Nebraska Payment Center and mailed to the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501. All payments must include the name of the payor (Defendant), Defendant's Social Security Number, County (Lancaster), and Court Case Number (CI 15-253).

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

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

IT IS FURTHER ORDERED that the Defendant will reimburse the Plaintiff fifty (50%) percent of any and all work-related or educational-related daycare expenses. Plaintiff is to provide verification of daycare expenses to the Defendant and the Defendant is to reimburse the Defendant his fifty (50%) percent within seven (7) days of his receipt of verification from the Plaintiff.

IT IS FURTHER ORDERED that the Plaintiff shall continue to maintain health insurance for the minor children so long as it is available to her through her employment or any organization to which she belongs.

IT IS FURTHER ORDERED that the Plaintiff will pay the first \$480 of the non-covered health related expenses per year per each minor child. Defendant will pay fifty (50%) percent of any and all non-covered medical expenses above and beyond the first \$480 per child. Plaintiff has an obligation to present statements to the Defendant on a regular basis and the Defendant is to reimburse the Plaintiff within fourteen (14) days of his receipt of the statements from the Plaintiff. Information to be provided to the Defendant by the Plaintiff should contain sufficient information so as to show by way of an accounting the payment of the first \$480 per child, the application of appropriate health insurance benefits, and the amount to be divided 50/50 thereafter.

IT IS FURTHER ORDERED that the Plaintiff will claim Joel Allen Cunningham, born in 2009, on her tax returns each and every year. The Defendant will claim Sarah Icis Cunningham, born in 2004, on his income tax returns each and every year so long as he is current in his child support obligation for that tax year. The parties will alternate claiming Whitney Rene Cunningham, born in 2006, on their tax returns each year with the Plaintiff claiming her in odd-numbered years and the Defendant claiming her in even-numbered years so long as he is current in his child support obligation for those years.

IT IS FURTHER ORDERED that the Defendant will pay alimony to the Plaintiff in the amount of \$1,600 per month commencing the 1st day May, 2017, for a period of twelve (12) years. In the event that there is a significant increase in the Plaintiff's employment or should the Plaintiff have earnings from any other source significantly greater than she presently has, that may be considered by the Court in regards to the specific amount of alimony. Alimony shall terminate on the death of either party or the remarriage of the Plaintiff.

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

Trendwood 4th Addition, Block 1, Lot 7, Lancaster County, Nebraska
commonly referred to as 1830 Oakdale Avenue, Lincoln, Nebraska, but subject to the existing indebtedness to First National Bank in the approximate amount of \$136,030.15. The Plaintiff is ordered to perform the terms of the Property Settlement Agreement in terms of indemnification, hold harmless and refinancing, as if fully set forth herein.

IT IS FURTHER ORDERED that the Defendant is awarded any and all interest in Eagle 1st Roofing and Construction, Inc. and will assume any and all obligations owned by Eagle 1st Roofing and Construction, Inc. and will hold the Plaintiff harmless and indemnify her therefrom.

IT IS FURTHER ORDERED that the Defendant is awarded any and all interest in Talon Steel Buildings, Inc. and will assume any and all obligations owned by Talon Steel Buildings, Inc. and will hold the Plaintiff harmless and indemnify her therefrom.

IT IS FURTHER ORDERED that the Defendant is awarded any and all interest in Legacy Wood Floors, Inc. and will assume any and all obligations owned by Legacy Wood Floors, Inc. and will hold the Plaintiff harmless and indemnify her therefrom.

IT IS FURTHER ORDERED that the Defendant is responsible for the following obligations and will hold the Plaintiff harmless and indemnify her therefrom and as set forth in the Property Settlement Agreement:

- i. ABC in approximate sum of \$249,589.77
- ii. ABC Cash Account in the approximate sum of \$14,069.65
- iii. American Family Insurance in the approximate sum of \$236.74
- iv. ATD in the approximate sum of \$374.72
- v. Auto Zone in the approximate sum of \$1,526.07
- vi. Balanced Bookkeeping in the approximate sum of \$7,200.50
- vii. Bank of the West Credit Card in the approximate sum of \$15,889.69
- viii. Barnett's in the approximate sum of \$7,335.45
- ix. Berry (Eagle) in the approximate sum of \$8,215.25
- x. Berry (Legacy) in the approximate sum of \$3,808.56
- xi. Capital One Credit Card in the approximate sum of \$6,422.12
- xii. CDI (Legacy – Carpet) in the approximate sum of \$920.19
- xiii. Chase credit card in the approximate sum of \$31,091.34
- xiv. Contractors Siding in the approximate sum of \$1,165.52
- xv. Eakes in the approximate sum of \$261.98
- xvi. EFTPS in the approximate sum of \$4,406.10
- xvii. FDC (Red Book Columbus) in the approximate sum of \$777.48
- xviii. FDC (Red Book McCook) in the approximate sum of \$3,302.61
- xix. General Siding in the approximate sum of \$17,771.61
- xx. GM credit card in the approximate sum of \$9,689.88
- xxi. J.J. Keller in the approximate sum of \$43.71
- xxii. Lepant & Lentz in the approximate sum of \$1,518.14
- xxiii. LES in the approximate sum of \$641.30
- xxiv. Lincoln Water & Waste in the approximate sum of \$108.60
- xxv. McCook Gazette in the approximate sum of \$600.00
- xxvi. Menards in the approximate sum of \$7,076.69
- xxvii. Midwest Family Insurance in the approximate sum of \$96,336.40
- xxviii. NPPD in the approximate sum of \$165.26

- xxix. Pinpoint in the approximate sum of \$176.70
- xxx. Pioneer Overhead Door in the approximate sum of \$1,812.00
- xxxi. Seward (License) in the approximate sum of \$60.90
- xxxii. WEX in the approximate sum of \$6,651.65
- xxxiii. Windstream - Eagle in the approximate sum of \$377.16
- xxxiv. Windstream – Legacy in the approximate sum of \$544.60
- xxxv. A & R Electric in the approximate sum of \$1,865.53
- xxxvi. Allied Building Produces (Brumbaugh & Quandahl PC) in the approximate sum of \$38,807.01
- xxxvii. ANA Lawyer (Immigration 2015) in the approximate sum of \$1,500
- xxxviii. Bank of America Credit Card in the approximate sum of \$10,131.18
- xxxix. Bank of the West default in the approximate sum of \$324.15
- xl. Bank of the West default in the approximate sum of \$10,796.48
- xli. Bank of the West default in the approximate sum of \$8,391.50
- xlii. Bank of the West default (BusinessLink Reserve) in the approximate sum of \$370.61
- xliii. Bank of the West commercial loan in the approximate sum of \$490.19
- xliv. Black Hills Energy in the approximate sum of \$266.87;
- xl. Tim and Judy Carlson in the approximate sum of \$850
- xlvi. James Devney paid monthly \$500, total owed \$_____
- xlvi. Lockwood Flooring (Legacy) in the approximate sum of \$965.87
- xlvi. Midwest Family Insurance (Workman Comp audit) in the approximate sum of \$5,888.40
- xlix. R.G.R.A.T., LLC in the approximate sum of \$2541.65
- l. Verizon in the approximate sum of \$436.53
- li. Union Bank (Loan) in the approximate sum of 14,557.40
- lii. Union Bank (Loan) in the approximate sum of \$12,057.71.
- liii. Union Bank (Loan) in the approximate sum of \$11,163.76.
- liv. Union Bank (Loan) in the approximate sum of \$11,803.63.
- lv. United Tranzactions (ABC check guarantor) in the approximate sum of \$6,022.97.

The Defendant will also indemnify and hold the Plaintiff harmless from any obligations to the Internal Revenue Services for any obligations owed by the parties or by the Defendant or as a result of the corporate entities of the Defendant. The Plaintiff believes that the total obligations to the Federal Government at this time is \$40,619.78 and to the State of Nebraska is \$12,963.59.

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

IT IS FURTHER ORDERED that the Defendant will pay one-half (1/2) of Plaintiffs' costs and fees associated with this action in the amount of \$5,111.

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

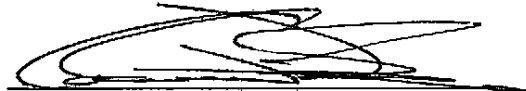
IT IS FURTHER ORDERED that each party shall sign and execute such deed, titles, and instruments of transfer as shall be necessary to accomplish the division of property as provided for herein, and, in the event that either party shall neglect or refuse to execute such deeds, titles, and instruments of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

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

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

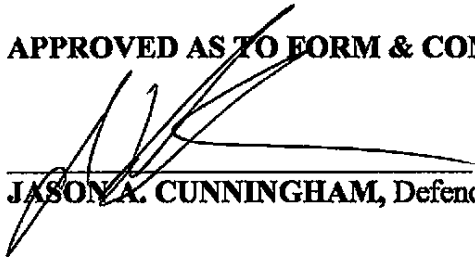
DATED this 25 day of April, 2017.

BY THE COURT:



**ANDREW JACOBSEN,
DISTRICT COURT JUDGE**

APPROVED AS TO FORM & CONTENT:



JASON A. CUNNINGHAM, Defendant

PREPARED AND SUBMITTED BY:

HAL W. ANDERSON, #15004
Attorney for Plaintiff
ANDERSON, CREAGER & WITTSTRUCK, P.C., L.L.O.
1630 "K" Street
Lincoln, NE 68508
(402) 477-8800

Nebraska Child Support Calculator
An NSBA Member Benefit for Hal Anderson



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

Case Name: Cunningham v. Cunningham

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	\$4,000.00	\$12,000.00
1	Tax-Exempt Income	\$0.00	\$0.00
2.a	Taxes - Federal	\$380.52	\$2,437.98
2.a	Taxes - Nebraska	\$144.07	\$691.27
2.b	FICA - Social Security	\$248.00	\$657.20
2.b	FICA - Medicare	\$68.00	\$174.00
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
2.f	Health Insurance Premium for Parent	\$0.00	\$0.00
	Other Deductions	\$0.00	\$0.00
	Child Tax Credit	(\$0.00)	(\$0.00)
2.g	Total Deductions	\$830.59	\$3,960.45
3	Net Monthly Income	\$3,169.41	\$8,039.55
4	Combined Net Monthly Income	\$11,208.96	
5	Combined Net Annual Income	\$134,507.46	
6	Each Parent's Percent	28.28%	71.72%
7	Monthly Support from Table (3 Children)	\$2,828.00	
8	Health Insurance Premium for Children	\$300.00	\$0.00
9	Total Obligation	\$3,128.00	
10	Each Parent's Monthly Share	\$884.60	\$2,243.40
11	Credit For Health Insurance Premium Paid	(\$300.00)	(\$0.00)
12	Each Parents' Final Share (3 Children, rounded)	\$585.00	\$2,243.00

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
3	\$2,828.00	\$3,128.00	\$884.60	\$2,243.40	\$585.00	\$2,243.00
2	\$2,498.00	\$2,798.00	\$791.27	\$2,006.73	\$491.00	\$2,007.00
1	\$1,794.00	\$2,094.00	\$592.18	\$1,501.82	\$292.00	\$1,502.00

CERTIFICATE OF SERVICE

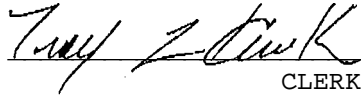
I, the undersigned, certify that on April 26, 2017 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Jason A Cunningham
4145 Colfax Street
Lincoln, NE 68504

Hal W Anderson
handerson@acwlaw.org

Date: April 26, 2017

BY THE COURT:


CLERK



LANCASTER COUNTY

2017 APR 25 PM 2 04

CLERK OF THE DISTRICT COURT

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

TAMMY R. CUNNINGHAM,

Plaintiff,

VS.

JASON A. CUNNINGHAM,

Defendant.

CASE NO. CI 15-253

JOINT STIPULATION AND
PROPERTY SETTLEMENT
AGREEMENT

This Joint Stipulation and Property Settlement Agreement mutually made and entered into between the above-named Plaintiff and Defendant on this 25th day of April, 2017.

WITNESSETH:

WHEREAS, Plaintiff has filed a Complaint herein, the object and prayer of which is to obtain a dissolution of the bonds of matrimony existing between the Plaintiff and Defendant; and

WHEREAS, it is the desire of the parties hereto, subject to the approval of this Court, to peaceably settle all of the property rights and claims that each of the parties may have, or may allege to have against the other.

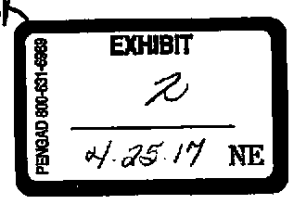
NOW THEREFORE, in consideration of the mutual promises and agreements to be kept and performed by each party, it is hereby stipulated and agreed, subject to the approval of the Court, as follows:

1. **RELEASE.** It is agreed that each party to the Joint Stipulation and Property Settlement Agreement hereby releases all rights and interest in any property now in the possession of the other party, and each party mutually releases the other of and from any claims of any nature, except as herein specifically provided.

2. **CHILD CUSTODY.** That the Plaintiff is a fit and proper person to have the care, custody and control of the three (3) minor children of the parties, namely, Sarah Icis Cunningham, born in 2004; Whitney Renae Cunningham, born in 2006; and, Joel Allen Cunningham, born in 2009, and the Plaintiff is awarded the legal and physical custody of the parties' minor children subject reasonable and liberal parenting time of the Defendant. The parties have prepared and agreed to a Parenting Plan which is attached to this Joint Stipulation and Property Settlement Agreement and incorporated herein by this reference.



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3. **CHILD SUPPORT.** That the Defendant shall pay, as child support, the total sum of \$2,100 per month for the support of the three (3) minor children commencing on the 1st day of May, 2017, and continuing on the 1st day of each month thereafter until one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there are only two (2) minor children remaining the Defendant shall pay child support in the sum of \$1,400 until the one minor child turns the age of 19, dies, is emancipated, or marries, whichever comes first in time. When there is only one (1) minor child remaining Defendant shall pay child support in the sum of \$700 until the child reaches majority under Nebraska law, becomes emancipated, self-supporting, marries, dies, or until further order of the Court. Child support has been determined in accordance with the Nebraska Child Support Guidelines and shall be subject to modification in accordance with said Guidelines.

Child support shall be made payable to the Nebraska Payment Center and mailed to the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501. All payments must include the name of the payor (Defendant), Defendant's Social Security Number, County (Lancaster), and Court Case Number (CI 15-253).

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

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

4. **HEALTH INSURANCE.** That the parties agree that the Plaintiff shall continue to maintain health insurance for the minor children so long as it is available to her through her employment or any organization to which she belongs.

That the Plaintiff will pay the first \$480 of the non-covered health related expenses per year per each minor child. Defendant will pay fifty (50%) percent of any and all non-covered medical expenses above and beyond the first \$480 per child. Plaintiff has an obligation to present statements to the Defendant on a regular basis and the Defendant is to reimburse the Plaintiff within fourteen (14) days of his receipt of the statements from the Plaintiff. Information to be

provided to the Defendant by the Plaintiff should contain sufficient information so as to show by way of an accounting the payment of the first \$480 per child, the application of appropriate health insurance benefits, and the amount to be divided 50/50 thereafter.

5. **CHILD CARE EXPENSES.** That the Defendant shall reimburse the Plaintiff fifty (50%) percent of any and all work-related or educational-related daycare expenses. Plaintiff is to provide verification of daycare expenses to the Defendant and the Defendant is to reimburse the Defendant his fifty (50%) percent within seven (7) days of his receipt of verification from the Plaintiff.

6. **DIVISION OF PROPERTY.**

A. **CHECKING AND SAVINGS ACCOUNTS, CERTIFICATES OF DEPOSIT.** Each party shall have as their sole and separate property, free and clear of any claim by the other, those checking and savings accounts and Certificates of Deposit in their respective names.

B. **REAL ESTATE.**

That the Plaintiff shall have as her sole and separate, free and clear of any claim by the Defendant, all ownership interest of the parties, or either of them in the family home legally described as:

Trendwood 4th Addition, Block 1, Lot 7, Lancaster County, Nebraska

commonly referred to as 1830 Oakdale Avenue, Lincoln, Nebraska, but subject to the existing indebtedness to First National Bank in the approximate amount of \$136,030.15. The Plaintiff shall hold the Defendant harmless and indemnify him therefrom.

The Defendant will execute a Quitclaim Deed to convey the property to the Plaintiff.

C. **VEHICLES.**

(1) That the Plaintiff shall have as her sole and separate property, free and clear of any claim by the Defendant, the 2015 Honda Odyssey, VIN #5FNRL5H63FB097449, now in the possession of Plaintiff, however said vehicle is in the name of Eagle 1st Roofing & Construction, Inc. and subject to the indebtedness to Honda Financial in the approximate sum of \$26,000. Defendant shall have said vehicle signed over the Plaintiff and Plaintiff shall assume said indebtedness and hold the Defendant and Eagle 1st Roofing and Construction, Inc. harmless therefrom. Defendant shall take all steps necessary to effectuate this transfer of the vehicle and the indebtedness and will cooperate fully with the Plaintiff in doing so.

D. **RETIREMENT ACCOUNTS.** That each party is awarded their own retirement accounts in their own respective names free and clear of any claim of the other party.

E. **LIFE INSURANCE AND ANNUITIES.** Each party is awarded those life insurance policies and annuities on which they are listed as owner as their sole and separate property, together with any accumulated cash value and subject to any policy loans. Each party specifically consents to the revoking of any beneficiary designation in any existing life insurance policy except as otherwise provided herein and should either party fail to remove the other spouse as a beneficiary from any such life insurance policy or annuity, this Agreement and the Decree of Dissolution of Marriage approving it shall constitute an actual modification of the life insurance or annuity contract consistent with the intent of this paragraph in order to eliminate the other spouse as a designated beneficiary.

F. **PERSONAL PROPERTY.** Each party shall have as their sole and separate property, free and clear of any claim by the other, all household goods, furnishings, personal belongings and personal effects now in their respective possession as of the date of the execution of this agreement unless specifically set forth in this document or by attachment.

G. **EAGLE 1ST ROOFING AND CONSTRUCTION, INC., AN S CORPORATION.** The Defendant shall have any and all interest in Eagle 1st Roofing and Construction, Inc. and will assume any and all obligations owned by Eagle 1st Roofing and Construction, Inc. and shall hold the Plaintiff harmless and indemnify her therefrom.

H. **TALON STEEL BUILDINGS, INC., AN S CORPORATION.** The Defendant shall have any and all interest in Talon Steel Buildings, Inc. and will assume any and all obligations owned by Talon Steel Buildings, Inc. and shall hold the Plaintiff harmless and indemnify her therefrom.

I. **LEGACY WOOD FLOORS, INC., AN S CORPORATION.** The Defendant shall have any and all interest in Legacy Wood Floors, Inc. and will assume any and all obligations owned by Legacy Wood Floors, Inc. and shall hold the Plaintiff harmless and indemnify her therefrom.

7. **DIVISION OF DEBT.** The Defendant shall be responsible for the following obligations and hold the Plaintiff harmless and indemnify her therefrom and as set forth in this Property Settlement Agreement.:

- i. ABC in approximate sum of \$249,589.77
- ii. ABC Cash Account in the approximate sum of \$14,069.65

- iii. American Family Insurance in the approximate sum of \$236.74
- iv. ATD in the approximate sum of \$374.72
- v. Auto Zone in the approximate sum of \$1,526.07
- vi. Balanced Bookkeeping in the approximate sum of \$7,200.50
- vii. Bank of the West Credit Card in the approximate sum of \$15,889.69
- viii. Barnett's in the approximate sum of \$7,335.45
- ix. Berry (Eagle) in the approximate sum of \$8,215.25
- x. Berry (Legacy) in the approximate sum of \$3,808.56
- xi. Capital One Credit Card in the approximate sum of \$6,422.12
- xii. CDI (Legacy – Carpet) in the approximate sum of \$920.19
- xiii. Chase credit card in the approximate sum of \$31,091.34
- xiv. Contractors Siding in the approximate sum of \$1,165.52
- xv. Eakes in the approximate sum of \$261.98
- xvi. EFTPS in the approximate sum of \$4,406.10
- xvii. FDC (Red Book Columbus) in the approximate sum of \$777.48
- xviii. FDC (Red Book McCook) in the approximate sum of \$3,302.61
- xix. General Siding in the approximate sum of \$17,771.61
- xx. GM credit card in the approximate sum of \$9,689.88
- xxi. J.J. Keller in the approximate sum of \$43.71
- xxii. Lepant & Lentz in the approximate sum of \$1,518.14
- xxiii. LES in the approximate sum of \$641.30
- xxiv. Lincoln Water & Waste in the approximate sum of \$108.60
- xxv. McCook Gazette in the approximate sum of \$600.00
- xxvi. Menards in the approximate sum of \$7,076.69
- xxvii. Midwest Family Insurance in the approximate sum of \$96,336.40
- xxviii. NPPD in the approximate sum of \$165.26
- xxix. Pinpoint in the approximate sum of \$176.70
- xxx. Pioneer Overhead Door in the approximate sum of \$1,812.00
- xxxi. Seward (License) in the approximate sum of \$60.90
- xxxii. WEX in the approximate sum of \$6,651.65
- xxxiii. Windstream - Eagle in the approximate sum of \$377.16
- xxxiv. Windstream – Legacy in the approximate sum of \$544.60

- xxxv. A & R Electric in the approximate sum of \$1,865.53
- xxxvi. Allied Building Produces (Brumbaugh & Quandahl PC) in the approximate sum of \$38,807.01
- xxxvii. ANA Lawyer (Immigration 2015) in the approximate sum of \$1,500
- xxxviii. Bank of America Credit Card in the approximate sum of \$10,131.18
- xxxix. Bank of the West default in the approximate sum of \$324.15
- xl. Bank of the West default in the approximate sum of \$10,796.48
- xli. Bank of the West default in the approximate sum of \$8,391.50
- xlii. Bank of the West default (BusinessLink Reserve) in the approximate sum of \$370.61
- xliii. Bank of the West commercial loan in the approximate sum of \$490.19
- xliv. Black Hills Energy in the approximate sum of \$266.87;
- xl. Tim and Judy Carlson in the approximate sum of \$850
- xlvi. James Devney paid monthly \$500, total owed \$ uncertain
- xlvi. Lockwood Flooring (Legacy) in the approximate sum of \$965.87
- xlvi. Midwest Family Insurance (Workman Comp audit) in the approximate sum of \$5,888.40
- xlix. R.G.R.A.T., LLC in the approximate sum of \$2541.65
- l. Verizon in the approximate sum of \$436.53
- li. Union Bank (Loan) in the approximate sum of 14,557.40
- lii. Union Bank (Loan) in the approximate sum of \$12,057.71.
- liii. Union Bank (Loan) in the approximate sum of \$11,163.76.
- liv. Union Bank (Loan) in the approximate sum of \$11,803.63.
- lv. United Tranzactions (ABC check guarantor) in the approximate sum of \$6,022.97.

The Defendant shall also indemnify and hold the Plaintiff harmless from any obligations to the Internal Revenue Services for any obligations owed by the parties or by the Defendant or as a result of the corporate entities of the Defendant. The Plaintiff believes that the total obligations to the Federal Government at this time is \$40,619.78 and to the State of Nebraska is \$12,963.59.

8. **ALIMONY.** That the Defendant agrees to pay spousal support to the Plaintiff in the sum of \$1,600 per month commencing the 1st day of May, 2017, for a period of twelve (12) years. The parties stipulate and agree that should there be significant increases in the Plaintiff's

employment or should the Plaintiff have earnings from any other source significantly greater than she presently has, that may be considered by the Court in regards to the specific amount of alimony. Alimony shall terminate on the death of either party or the remarriage of the Plaintiff.

9. **CHILD-RELATED EXEMPTIONS.** The Plaintiff shall claim Joel Allen Cunningham, born in 2009, on her income tax returns each and every year. The Defendant shall claim Sarah Icis Cunningham, born in 2004, on his income tax returns each and every year so long as he is current in his child support obligation. The parties will alternate claiming Whitney Renae Cunningham, born in 2006, on their tax returns each year with the Plaintiff claiming her in odd-numbered years and the Defendant claiming her in even-numbered years so long as he is current in his child support obligation.

10. **COSTS AND ATTORNEY'S FEES.** That the Defendant shall pay one-half (1/2) of Plaintiff's costs and fees associated with this action in the amount of \$5,111.

11. **RELEASE AND WAIVER OF INHERITANCE.** That both parties in consideration of the mutual promises and covenants herein contained hereby fully and completely release and waive their respective rights of inheritance from the estate of the other, and both parties hereby assign their rights of inheritance, if any, to the heirs at law of the other. In this regard, both parties fully understand and agree that in the event of death of one or both of them during the thirty (30) day waiting period subsequent to the entry of a dissolution of marriage, neither the surviving party or his or her heirs at law, shall inherit from or any interest whatsoever in the estate of the deceased party.

12. **NECESSARY DOCUMENTS.** It is further agreed that each party will sign and execute any necessary papers, instruments or documents to facilitate the transfer of title to any property covered by this agreement.

13. **WAIVER.** It is further agreed that neither party shall contract any debts in the name of the other or in any way attempt to charge the other party with liability therefore, nor will either party claim or demand maintenance, alimony, or support from the other, not specifically set forth herein.

14. **TRANSFER OF INTEREST.** That the Decree of Divorce entered hereinafter may work as a transfer of each parties' respective interest in property awarded to the other including, but not limited to, the real estate described herein and the vehicles identified herein.

15. **FULL DISCLOSURE AND FINAL SETTLEMENT.** That the parties are fully familiar with the extent of all property, both real and personal, owned by the parties hereto, either

separately or jointly, and accumulated since their marriage, and they are satisfied as to the present value thereof.

Both parties understand and agree that any deliberate failure to provide complete disclosure constitutes grounds for setting aside this Agreement.

16. WAIVER AND RELEASE OF MARITAL RIGHTS. Pursuant to NEB. REV. STAT. § 30-2316, the parties hereby agree as follows:

A. In consideration of the provisions of this agreement, husband waives and relinquishes any and all interest or rights of any kind, character, or nature whatsoever, including but not limited to all rights to elective share, homestead allowance, exempt property, and family allowance in the property of wife, and renounces all benefits which would otherwise pass to husband from wife by intestate succession or by virtue of the provisions of any Will executed before this Property Settlement Agreement which he, as husband, or as widower, or otherwise, has had, now has, or might hereafter have against wife, or, in the event of her death, as an heir at law, surviving spouse, or otherwise. Husband also waives and relinquishes any and all interest, present and future, in any and all property, real, personal or otherwise, now owned by wife or hereafter acquired, and including all property set aside for her in this agreement, it being the intention of the parties that this agreement shall be a full, final and complete settlement of all matters in dispute between the parties hereto.

B. In consideration of the provisions of this agreement, wife waives and relinquishes any and all interest or rights of any kind, character, or nature whatsoever, including but not limited to all rights to elective share, homestead allowance, exempt property, and family allowance in the property of husband, and renounces all benefits which would otherwise pass to wife from husband by intestate succession or by virtue of the provisions of any Will executed before this Property Settlement Agreement which she, as wife, or as widow, or otherwise, has had, now has, or might hereafter have against husband, or, in the event of his death, as an heir at law, surviving spouse, or otherwise. Wife also waives and relinquishes any and all interest, present and future, in any and all property, real, personal or otherwise, now owned by husband or hereafter acquired, and including all property set aside for him in this agreement, it being the intention of the parties that this agreement shall be a full, final and complete settlement of all matters in dispute between the parties hereto.

C. Husband specifically waives and relinquishes all right, title, or interest, whether vested or not, in and to all proceeds, contributions, or benefits of any pension fund, profit sharing

fund, or individual retirement account maintained by or for the benefit of wife except as otherwise set forth in this document.

D. Wife specifically waives and relinquishes all right, title, or interest, whether vested or not, in and to all proceeds, contributions, or benefits of any pension fund, profit sharing fund, or individual retirement account maintained by or for the benefit of husband except as otherwise set forth in this document.

17. **COURT APPROVAL.** This Property Settlement Agreement is subject to the ultimate approval of the District Court of Lancaster County, Nebraska, and in the event a Decree of Dissolution is not granted to one of the parties in this action, this Agreement shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the parties have subscribed their names this ____ day of April, 2017.

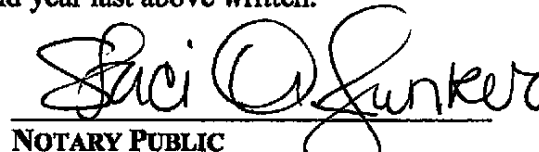

TAMMY R. CUNNINGHAM, Plaintiff


JASON A. CUNNINGHAM, Defendant

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 25 day of APRIL, 2017, before me the undersigned, a Notary TAMMY R. CUNNINGHAM, Plaintiff herein, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notary seal the date and year last above written.


NOTARY PUBLIC



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 25 day of April, 2017, before me the undersigned, a Notary Public duly commissioned and qualified in said county, personally came JASON A. CUNNINGHAM,

Defendant herein, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notary seal the date and year last above written.


NOTARY PUBLIC

PREPARED AND SUBMITTED BY:

HAL W. ANDERSON, #15004
Attorney for Plaintiff
ANDERSON, CREAGER & WITTSTRUCK, P.C., L.L.O.
1630 "K" Street
Lincoln, NE 68508
(402) 477-8800



IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

TAMMY R. CUNNINGHAM,

Plaintiff,

vs.

JASON A. CUNNINGHAM,

Defendant.

CASE NO. CI 15-0253

PARENTING PLAN

A. LEGAL CUSTODY AND PHYSICAL CUSTODY OF THE CHILDREN.

Plaintiff and Defendant are husband and wife, and three children were born of their marriage, to wit: Sarah Icis Cunningham, born in 2004; Whitney Renae Cunningham, born in 2006; and, Joel Allen Cunningham, born in 2009.

The Plaintiff is awarded the primary legal and physical custody of the minor children, subject to reasonable parenting time of the Defendant as set forth below.

B. APPORTIONMENT OF PARENTING TIME OR ACCESS TO THE CHILDREN.

One parent may not plan or schedule activities during the parenting time of the other parent, without reasonable notice and consent of the other parent.

1. That the Defendant's parenting time should be as follows:

a. Week One: Friday at 5:00 p.m. to Monday at 8:00 a.m.

b. Week Two: Thursday at 5:00 p.m. to Friday at 8:00 a.m.

During the school breaks, holiday breaks and during the summer it is anticipated that the Defendant will be working and the Plaintiff will not be working because the Plaintiff is an LPS teacher. The minor children will spend the daytime hours during the weekdays during these breaks, holidays, and summer with the Plaintiff and those weekdays during holidays, breaks and summer that are during the Defendant's time will begin at 9:00 a.m. and end at 5:00 p.m. The Defendant will drop the children off with the Plaintiff at the beginning of the day at 9:00 a.m. and pick the children up from the Plaintiff at the end of each of those days at 5:00 p.m.

During regular parenting time the Defendant shall deliver the children to school on Monday on his Week One parenting time and on Friday during his Week Two parenting time. The Defendant will pick up the children from the Plaintiff on Friday of his Week One and Thursday of his Week Two.

2. HOLIDAYS:

- i. Easter (Spring Break):** During odd-numbered years the Plaintiff shall have Easter holiday parenting time commencing on the Wednesday before Easter Sunday at 5:00 p.m. to Good Friday at 5:00 p.m. The Defendant shall have Easter holiday parenting time commencing at 5:00 p.m. on Good Friday and concluding on Monday morning when the minor children are returned to school. In even-numbers the parenting time will be reversed.
- ii. Thanksgiving:** During odd-numbered years the Plaintiff shall have Thanksgiving parenting time commencing the Wednesday before the Thanksgiving holiday and concluding on Friday at 5:00 p.m. The Defendant shall exercise this parenting time in even-numbered years. The Defendant shall have parenting time from the Friday after Thanksgiving Day until Monday morning when the minor children are returned to school. In even-numbered years the parenting time will be reversed.
- iii. Christmas (Winter Break):** During odd numbered years the Plaintiff shall have parenting time with the minor children from 5:00 p.m. on December 22 concluding at 7:00 p.m. on December 24. The Defendant shall have parenting time with the minor children from December 24 at 7:00 p.m. until December 26th at 5:00 p.m. In even-numbered years the parenting time will be reversed.
- iv. New Year's Day:** This holiday period shall commence at 5:00 p.m. on December 31 and conclude at 5:00 p.m. on January 1. The Plaintiff shall have this holiday in odd-numbered years and the Defendant shall have this holiday in even-numbered years.
- v. Children's birthday:** From 5:00 p.m. to 8:00 p.m.
- vii. July 4th:** This holiday shall commence at 5:00 p.m. on the 3rd day of July and end at 9:00 a.m. on the 5th of July.
- viii. 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 7:00 p.m. on Monday, Memorial Day.
- ix. 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 7:00 p.m. on Monday, Labor Day.
- x. Summer:** Each party will be allowed to take two separate inconsecutive one-week period of time with the children during the summer. Each party must vie the other party notice of each one week period at least three weeks in advance.

3. **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. The noncustodial parent is not to be given any substitution for this date.
4. **Telephone / Email / Skype:** The children will have reasonable access to telephone, email and/or Skype contact with the other parent and that the other parent will have the same degree of telephone, email and/or Skype access with the child. The parent with whom the children are residing at any one time will assist in initiating calls, email and/or Skype to or receiving calls, email and/or Skype from the other parent and will not unreasonably interfere with such access. Telephone, email and/or Skype access will be reasonably exercised, taking into account school hours, work hours, time zone changes, expense and other relevant factors.

C. TRANSITION PLAN.

The Defendant shall deliver the children to school on Monday on his Week One parenting time and on Friday during his Week Two parenting time. The Defendant will pick up the children from school on Friday of his Week One and Thursday of his Week Two. The Plaintiff shall pick up deliver and pick up the children on all other days.

The holiday parenting time schedule shall supersede the regular weekend parenting time schedule. Whenever a holiday parenting time period by the Defendant has superseded a regular weekend parenting time period by such parent, the children shall remain with the Plaintiff during the first weekend following such holiday parenting time period and the Defendant's regular weekend parenting time schedule shall resume on the second weekend following such holiday schedule and continue thereafter in accordance herewith. Whenever a holiday parenting time period by the Plaintiff supersedes a regular weekend parenting time by the Defendant the first weekend following such holiday parenting time period shall be the Defendant's every other weekend parenting time.

D. COOPERATION OF THE PARTIES.

Decision Making.

The Plaintiff and Defendant shall both share, to a reasonable and practical extent, the rights and decision-making responsibilities of raising the minor children. The Plaintiff and Defendant both should remain active and involved in parenting the minor children. In order to accomplish this, the Plaintiff and Defendant will inform the other, reasonably in advance and in appropriate detail, and then fully consult with each other on all issues and all phases of the minor children's health, education, extracurricular, social and physical development and religious

upbringing regarding events in the life of a child which are not decisions of the moment and have longer-term consequences.

Both parents recognize that the matters addressed by this paragraph will be based on the evolving needs of a minor children, and the general guidelines for identifying these issues will be those identified as part of "parenting functions" as defined by the Nebraska Parenting Act, and those on which a mother and father in a conventional family would normally discuss and consult on. Examples of such issues are: travel by a minor children without the attendance and supervision of one of the parents (other than "overnight sleep over" with a friend), changing schools, school curriculum, dating, grooming issues such as tattoos or body piercing, the development of special interests, medical or health needs of issues other than common and temporary illnesses, religious conversion, surgery, or major medical treatment (other than emergency care), selecting a college, and other issues which might tend to affect a minor children's emotional and physical development or well-being.

In accordance with the Parenting Responsibilities and Cooperation paragraphs found below, the parents will discuss significant matters regarding each child in such areas as health, medical, school, extracurricular or general education related issues, and behavioral or discipline issues which may affect both households. Neither parent shall unreasonably withhold consent in making such joint decisions nor shall either parent make a major change in the children's situations without agreement of the other parent. In the event of a dispute regarding the above stated issues or providers, the Plaintiff shall have the final decision-making authority.

The Plaintiff shall have final and determinative say in the purchase of telephones, iPads, computers or any other electronic devices for the minor children. The Defendant agrees he will not purchase any such items or provide the children with any such items without first obtaining the approval in writing from the Plaintiff. The Plaintiff will not unreasonably withhold this consent, but there are specific reasons which the parties have separately discussed and which counsel has discussed. **All devices will have safety filters installed that allow both parents to protect the children from viewing inappropriate material including, but not limited to, pornography.**

Parenting Responsibilities and Cooperation.

Recognizing the importance that mutual participation and cooperation play in nurturing the children in a stable, loving environment, the parties shall, in an effort to foster this environment, notify the other at a meaningful time in advance of any decision regarding enrollment in school, the commencement of participation in religious activities and in advance of the commencement of health-care professional-parent relationship with the children, in order to learn the Defendant's wishes in these matters. The parties shall freely discuss these three areas with one another, in an effort to reach a consensus on these issues. However, in the event of an impasse, the issue shall be first presented to mediation and if the issue cannot be resolved through mediation then in that event the issue shall be presented to the Court.

The children's best interests require the utmost cooperation between the parties. To this end, neither party shall disparage the other or in any way denigrate the other party, in any activity or communication involving their children. Neither party will inquire of the other's personal affairs through the children. Each party shall cooperate with the other to the fullest extent necessary, in order to foster and promote a safe, secure and loving environment for the children.

The Plaintiff and the Defendant shall keep the other informed of the children's medical, religious, social and educational progress by providing access to school, governmental, law enforcement, medical and health-related records and access to all teachers, government officials and doctors, and each shall execute any releases, waivers or other documents that might be necessary to enable the other to enjoy these rights.

The Plaintiff and the Defendant shall inform one another reasonably in advance of all events where a parent may participate in the children's activities or events (for example, school plays, teacher conferences, sporting events, music recitals, etc.). Notice shall be provided in such a way that the other parent has the maximum opportunity to attend that activity or event.

The Plaintiff and the Defendant will each assist the children to the maximum extent possible to assure a quality education and will provide the other parent with information and cooperation related to educational achievements and deficiencies of the children. The Plaintiff and the Defendant 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.

The Plaintiff and the Defendant shall each inform the other of the children's social and extra-curricular activities, so that both parents might participate where possible and appropriate. Each party has the right to attend parent/teacher conferences, receive school mailings, attend association meetings, receive report cards of the children, meet with school counselors and attend school functions or sessions involving the children.

The Plaintiff and the Defendant shall each promptly inform and consult with the other in the event of any medical problem involving the children. If there is an illness or injury involving the children, the parent first learning of the condition shall immediately notify the other. Either parent may authorize medical treatment in an emergency.

The parties shall cooperate with one another, so that each may receive, at his/her request and expense, copies of all medical and dental records, school and government records, reports of physicians and dentists and any other records that may relate to the minor children and each shall execute any releases, waivers or other documents that might be necessary to enable the other to enjoy these rights.

School Attendance.

Both parents will take all measures necessary to ensure regular and continuous school attendance by the minor children and both will communicate with school officials on an as-needed basis to assure the children are attending school regularly, does not have an inordinate number of explained or unexplained absences and that the children are making appropriate scholastic achievements. If problems are noted by school officials, both parents shall work together closely to deal with such problems and shall to the greatest extent possible, create a uniform method of dealing with any problems and enforcing repercussions if the children are not completing assignments or making satisfactory progress in accordance with the ability of the children.

Specific Stipulations.

Articles of clothing and personal property taken from one home to another will be returned to the purchasing parent clean and in good condition.

Both parties shall fully comply with all laws related to the operation of motor vehicles when the children are present including, but not limited to the use of seat belts, car seats, motorcycle helmets and operation of ATVs and shall take all measures necessary for the safety of the children.

The parties agree that the minor children, Sarah, Whitney and Joel, will not be left with or taken to any members of the Defendant's family including, but not limited to, his mother, his father, his brother Nile, his sister Kamie, his brother Adam, or any of their children for reasons that the Plaintiff and Defendant agreed to prior to the filing of this divorce, in fact probably over five (5) years ago. The parties agree and understand that "taken to" or "left with" would mean that the children would be left at any of these person's locations without the Defendant's direct and constant supervision.

The parties agree that neither party shall have overnight guests of the opposite guests to whom he or she is not married while the children are under the care of that parent.

The parties agree that the Plaintiff shall have decision-making power regarding the children's access to and ownership of electronic devices. The Defendant shall not allow the children access to electronic devices without first discussing the same with Plaintiff and obtaining Plaintiff's approval.

E. COMMUNICATION.

The Plaintiff and the Defendant agree that continued, meaningful and frequent communication between them and the children is a necessary element to this Plan. In this regard, the Plaintiff and Defendant will encourage and foster communication between them and the children in order to define and meet the "parenting functions."

F. NOTIFICATION REQUIREMENTS.

Both parties shall notify the other party when either party plans to change the residence of the children for more than 30 days and this change would affect the other party's custody, parenting time, visitation or access to the children. The parties are required to provide such notice to the other party by mail, return receipt requested, postage prepaid at the last known address of the other party prior to the contemplated move (except that the address or return address shall only include the county and state of the party who is living or moved to an disclosed location because of safety concern). A copy of this notice shall be sent to the affected party's counsel of record, if any. To the extent feasible, the notice shall be provided within a minimum of 45 days before the proposed change of residence so as to allow time for additional action to be taken by either party in the best interests of the minor children.

G. RESOLUTION OF FUTURE CHANGES OR CONFLICTS.

To resolve future changes or conflicts regarding parenting functions, parenting time or this Plan the parents shall first seek solutions through mutual agreement, without the need for judicial intervention, and in a way which minimizes the exposure of a minor child to parental conflict and if unsuccessful then through the mediation process outlined in the Nebraska Parenting Act, prior to resorting to the court system.

H. EXECUTION.

The Plaintiff and the Defendant shall each execute any and all documents necessary in the future to carry into full force and effect the terms of this Plan.

I. EXPIRATION.

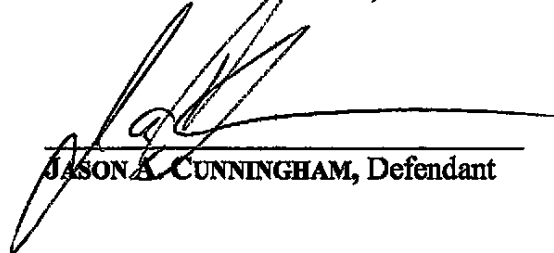
This Plan shall expire where its terms are no longer effective with respect to the minor children. It may be terminated prior to the children reaching the age of majority only upon agreement of both parties and with approval of the Court.

J. PROVISION FOR FUTURE MODIFICATIONS.

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.

In the event of a material change in circumstances not in contemplation of the parties at the time of the entry of this Parenting Plan, either party may petition the Court for modification of this Plan at any time in the future.


TAMMY R. CUNNINGHAM, Plaintiff


JASON A. CUNNINGHAM, Defendant