

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.

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- xl. Tim and Judy Carlson in the approximate sum of \$850
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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.

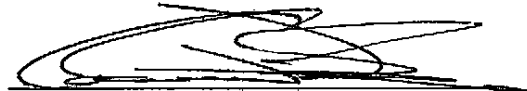
IT IS FURTHER ORDERED that each party shall sign and execute such deed, titles, and instruments of transfer as shall be necessary to accomplish the division of property as provided for herein, and, in the event that either party shall neglect or refuse to execute such deeds, titles, and instruments of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

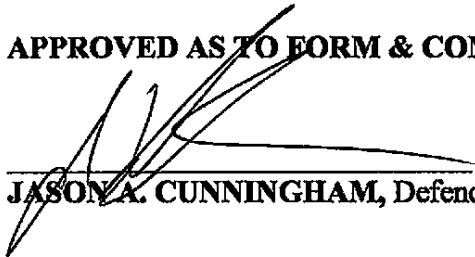
DATED this 25 day of April, 2017.

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	\$857.20
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

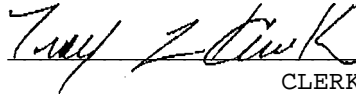
I, the undersigned, certify that on April 26, 2017 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Jason A Cunningham
4145 Colfax Street
Lincoln, NE 68504

Hal W Anderson
handerson@acwlaw.org

Date: April 26, 2017

BY THE COURT:


CLERK

