IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI
AT HARRISONVILLE

IN RE THE MARRIAGE OF:	)	
	)	
MEGHANN R. MILLER	)	
Petitioner,	)	Case No. 13CA-CV02982
	)	
vs	)	Division 5
	)	
CRAIG R. MILLER	)	
Respondent.	)	

JUDGMENT DECREE OF DISSOLUTION OF MARRIAGE

BE IT REMEMBERED that on September 14, 2015, November 9, 2015, January 11, 2016, January 15, 2016 and April 21, 2016, this matter came before the Court for trial. Petitioner appeared in person and through counsel, Jill C. Jackoboice; Respondent appeared in person and by and through counsel, Kenneth C. Hensley; and, the Guardian ad Litem, Patricia L. Lear-Johnson, appears on behalf of the best interests of the minor children herein. The Court took up all matters pending herein and having heard the evidence, having reviewed the exhibits, having examined the record, and having considered the pleadings filed herein and the statements of counsel, took this matter under advisement.

NOW on this 15th day of July, 2016, the Court makes the following findings and judgments in this cause:

1. Petitioner and Respondent were residents of the State of Missouri continuously for more than ninety (90) days immediately preceding the commencement of this proceeding, with Petitioner being a resident of Cass County, Missouri for a period of four (4) years prior to the filing of this action and with Respondent being a resident of Jackson County, Missouri for a period of fifteen (15) days prior to the filing of this action.

2. Thirty (30) days have elapsed since the filing of the Petition.

3. Neither Petitioner nor Respondent is a member of the Armed Forces of the United States on active duty.

4. Both parties are over the age of eighteen (18).

5. Petitioner and Respondent were married on May 26, 2007; and, said marriage took place in Kansas City, Missouri and is registered in Jackson County, Missouri.

6. The parties separated on or about September 4, 2013.

7. Petitioner is not now pregnant.

8. There were five (5) children born during the marriage of the parties, to wit: Madilynn Rebecca Miller, now age 8; Craig Brayden Miller, now age 5, Tristan Bradley Miller, now age 3, Julianna Noreen Miller, now age 2; and, Josilynn Ann Miller, also now age 2.

9. Petitioner's current address is 848 East Lanesfield Street, Gardner, Kansas 66030; her social security number is xxx-xx-3279; and, she is presently self-employed on a part-time basis as a photographer.

10. Respondent's current address is 3220 SE Brookside Drive, Lee's Summit, Missouri 64063; his social security number is xxx-xx-4711; and, he is presently employed by Delmar Financial Company, 1066 Executive Parkway, Suite 100, St. Louis MO 63141.

11. The three older minor children were residents of the State of Missouri for at least six (6) months prior to the filing of this action. The minor children Julianna and Josilynn were born after the filing of this action but were residents of the State of Missouri consistently for more than six (6) months after the date of their birth, as were their parents. There is no other litigation pending in this or any other state regarding custody or visitation rights with regard to the minor children; and, there is no person not a party to this action who is claiming any custody or visitation rights with the minor children.

12. This Court has jurisdiction over the parties and the subject matter of this action and venue is properly placed with the Court.

13. There remains no reasonable likelihood that the marriage of the parties can be preserved and, therefore, the marriage is irretrievably broken.

14. The Court has considered the testimony of each witness and has made judgments regarding the credibility of each witness. The Court has accepted some of the testimony of each witness as credible and rejected other parts of the testimony of each witness as not credible. The findings of fact and conclusions of law made by the Court in this Dissolution of Marriage Judgment are consistent with the Court's determination of the credibility of the evidence and of the witnesses.

15. At the time of the filing of the Petition for Dissolution of Marriage herein, Petitioner was pregnant with twins; Petitioner and the other three minor children were residing at 601 West Hubach Hill Road, Raymore, Missouri (hereinafter, the "marital residence"); and, Respondent had moved out of the marital residence to a second home owned by the parties in Lee's Summit, Missouri (the "Brookside Drive home").

16. Petitioner gave birth to the twins in September of 2015, shortly after filing for divorce. Petitioner testified that she filed for divorce upon learning from Respondent that he planned to move out and did move out of the marital residence during her pregnancy; that Respondent had (without her knowledge) purchased new furniture for the Brookside Drive home that was being delivered prior to his move from the marital residence; and, that Respondent has resumed/commenced a relationship with another woman, Jennifer, who was spending substantial time at the Brookside Drive home with Respondent. Petitioner testified that the Brookside Drive home was approximately 20 miles away from the marital residence and that the driving time between the two homes was approximately 30-40 minutes, depending on traffic.

17. At the time of the filing of the dissolution, the parties had already listed the marital residence for sale. Petitioner testified that throughout the pendency of this case until it sold, she lived at the marital residence, and that upon the closing of the sale of that residence, she moved to a rental home in Gardner, Kansas, (hereinafter, "Gardner home") for the purpose of being close to her family for emotional and financial support. Petitioner also testified that she was able to find more suitable and affordable housing for herself and the parties' five children in Gardner, Kansas compared to other areas. Petitioner testified that the Gardner home is approximately 40 miles from Respondent's home in Lee's Summit and that the driving time between the two homes was approximately 45 minutes.

18. At the time of the filing of the dissolution, Respondent lived at the Brookside Drive home and Respondent continued to live at that residence throughout the pendency of this case.

19. The Court found the testimony of Respondent regarding his parenting of the children to be lacking in credibility. He testified that he was very involved in the physical care of the three children born prior to the separation of the parties. This testimony was contrary to that of Petitioner who testified that Respondent worked many hours, went on a lot of trips, worked out all the time and spent time alone in the finished room in the barn located on the property of the marital residence when he was at "home." Petitioner's testimony was supported by the testimony of their live-in nanny, who testified that Respondent was rarely home and that when he was, he was rarely engaged with caring for the children. The Court notes that Respondent was employed as a full-time mortgage professional at the time of the children's births and thereafter. The three older children were born in 2008, 2010 and 2012. In 2010, Respondent's adjusted gross income was $789,035 (Petitioner's Exhibit 57); in 2011 Respondent's adjusted gross income was $400,945 (Petitioner's Exhibit 58); and, in 2012, Respondent's adjusted gross income was $450,105 (Petitioner's Exhibit 59). Petitioner

testified that she was self-employed as a photographer for a short time prior to Tristan's birth in 2012 but found the demands of having three small children too difficult to continue her career in this regard. She testified that shortly after Tristan's birth, she became pregnant with the twins and was forced to stop working all together. The Court finds that Petitioner was the primary caretaker for all five children from the dates of their birth through the last day of trial in this case and that Respondent was minimally involved in caring for the children prior to the separation of the parties.

20. The parties had separated prior to the birth of the twins, Julianna and Josilynn. Petitioner testified that the twins were in the hospital for approximately two weeks after they were born and that Respondent visited them two times during this time period. She also testified that she had to pay overtime to the live-in-nanny to assist in providing care for the three older children during the time that the twins were in the hospital because Respondent refused to provide child care assistance. For the first year of the twins' lives, Petitioner spent substantially all of her time with them and their siblings, both day and night.

21. Petitioner offered testimony that was uncontroverted by Respondent and confirmed by the live-in nanny for the parties, Ashley Caldwell, as well as a friend of Petitioner's (who was subpoenaed by Respondent), Tiffany Roberts, that throughout the lives of each child, Petitioner provided for their primary care in that she was almost solely responsible for all daily care; including potty-training for all five children; and otherwise attending to their needs. Petitioner testified that she believed the children were more strongly emotionally bonded to her than any other person.

22. Petitioner testified that she and Respondent often struggle to effectively communicate and co-parent the children. She testified that Respondent does not value or consider her opinion; treats her in an angry and dismissive manner; and, often fails to communicate with her, at all.

23. Respondent testified that he needs the services of a nanny during the times the

children spend periods of parenting time with him, both overnight and not overnight. During the pendency of this case, Respondent employed a person named Shelly Blann to assist him with the care of the children. Respondent denies he and Shelly Blann have a romantic relationship; however, he admitted that she routinely spent the night at his home, even when he did not have the children; that he has vacationed with Shelly; and, that he has purchased furniture for Shelly. Respondent also testified that Shelly was present during an exchange of the children when Shelly and Petitioner had an argument. Shelly filed a Protection from Stalking action against Petitioner in Johnson County, Kansas, Case No 14CV6268 for which Respondent paid Shelly's attorney's fees. That action was dismissed by the Johnson County District Court. (Petitioner's Exhibit 73).

24. Petitioner testified that she and Respondent do not communicate well. Respondent also testified that communication was poor. Both testified that they hoped it would improve.

25. Petitioner filed a request for and received an Ex Parte Order of Protection in December of 2013, three months after filing for divorce. Respondent violated the Ex Parte Order of Protection by installing a device on Petitioner's vehicle to track her whereabouts. Respondent faced criminal charges as a result of this violation. Respondent called a counselor, Wayne McKamie, to the stand to testify. Mr. McKamie had provided marriage counseling for the parties prior to Petitioner becoming pregnant with Tristan, who was born in 2012. Mr. McKamie testified that he was worried for Petitioner's safety.

26. Section 452.375.2 RSMo, provides eight factors which the Court must take into consideration in determining custody with the best interests the child. The factors and the application of those factors to this case with respect to the Miller children are as follows:

(***1) the wishes of the child's parents as to custody and the proposed parenting plan submitted by both parties****:* This factor favors neither parent. Both parties want the physical custody of the children to be placed with them and both submitted parenting plans to the Court.

(2) ***the needs of the child for a frequent, continuing and meaningful relationship with both parents and the ability and willingness of the parents to actively perform their functions as mother and father for the needs of the child****:* This factor favors Petitioner. The parenting plan submitted by Petitioner allows frequent and meaningful contact for the children with both parents in a manner which serves the children's best interests. Petitioner is an excellent parent and is able to provide for all of each child's needs. Petitioner provides a structure for the children with regard to their daily routine that is appropriate for each child at their current age. Petitioner is more available to spend time with the children than Respondent. Petitioner's work schedule allows her to work a flexible part-time schedule, which Petitioner is able to select. Petitioner testified that she would select her work hours on days that the children were not in her care. Respondent historically works and participates in other activities at least five days per week. Petitioner participates in child-appropriate activities during times that the children are spending parenting time with Petitioner.

(3) ***the interaction and interrelationship of the child with parents, siblings, and any other person who may significantly affect the child's best interests****:* This factor favors Petitioner. The evidence was that the children are strongly bonded with their mother, and had a good relationship with both parents and extended family members. The evidence was that Petitioner has provided a stable, loving home for the children and that they are strongly bonded with her and with the members of their community in Gardner. Ashley Caldwell (the nanny) and Tiffany Roberts (family friend) both testified that Petitioner is a wonderful mother who anticipates the needs of the children in advance and provides for those needs. Petitioner testified that she regularly sets up play dates for the children and that she makes an effort to encourage the children to maintain their friendships. Respondent is estranged from his own parents and has no contact with them. After the parties separated, Petitioner reached out to Respondent's parents and established a relationship with them so they could know and interact with their paternal grandparents. Petitioner also facilitates the children spending a lot of time with their aunts, uncles, cousins and maternal grandparents. These relationships are all important and beneficial to the children.

(4) ***which parent is more likely to allow the child frequent, continuing and meaningful contact with the other parent:*** This factor favors neither parent. The parenting plan submitted by both parties provides for the children to have frequent and meaningful contact with both parents.

(5) ***the child's adjustment to the child's home, school and community****:* This factor favors Petitioner. The children are very well adjusted to their home in Gardner; Petitioner testified that Madilyn loves her school and wants to continue to attend that school, which would be in her best interests. Both parties testified that Madilyn has performed well in her elementary school in Gardner, gets good grades, and is socially and developmentally excelling. The parties' second oldest child, Brayden, attended preschool in Gardner and excelled at that program. All five of the children have friends that they interact with on a regular basis in Gardner.

(6) ***the mental and physical health of all individuals involved, including any history of abuse of any individuals involved.*** This factor favors Petitioner. Respondent has history of being verbally and physically abusive to Petitioner. Respondent violated the Ex Parte Order of Protection that was issued by this Court in December of 2013. Wayne McKamie testified that he was concerned for the safety of Petitioner. Mr. McKamie also testified that prior to 2012 when he provided marriage counseling for the parties, he suspected Petitioner had borderline personality

disorder, however, he admitted he never told Petitioner of his suspicion and never performed any psychological testing on Petitioner to confirm or refute his suspicion. Mr. McKamie testified on behalf of Respondent regarding Petitioner's mental health, despite not having spoken to Petitioner in over four years prior to the date of his testimony, thus the Court places little weight on Mr. McKamie's opinions of Petitioner's historical or current mental health.

(7) ***The intention of either parent to relocate the principal residence of the child***. This factor favors neither party. Petitioner testified she had no present intention of relocating from Gardner, Kansas, so long as this Court approves her request to relocate the children from the State of Missouri to the State of Kansas. Petitioner testified that if she were to move in the future, she would move closer to Respondent to facilitate the children spending parenting time with Respondent, and that she would consider such a move if she received an ample settlement and a monthly support payment to enable her to do so. Respondent testified he may move closer to Petitioner if he was not awarded physical custody of the children.

(***8) The wishes of a child as to the child's custodian.*** This factor favors neither party. The children are too young for their wishes to be communicated to or considered by the Court.

27. The Court hereby adopts Petitioner's Proposed Parenting Plan. The parties shall abide by the terms thereof:

PARENTING PLAN

The Court orders the following parenting plan for the parties and their minor children, MADILYNN MILLER, now 8 years; CRAIG B. MILLER (aka BRAYDEN), now age 5 years; TRISTAN MILLER, now age 3; JULIANNA MILLER, now age 2 years; and, JOSILYNN MILLER, now age 2 years. The parties shall share the joint legal custody of said minor children, as this term is presently defined in §452.375, R.S.Mo., with the parties also sharing the joint physical custody of the children, and with Petitioner's address being designated as the address of the children for educational and mailing purposes, pursuant to the specific parenting plan set forth herein below. Petitioner shall also be allowed to remove the children from the State of Missouri to the State of Kansas.

A. JOINT LEGAL CUSTODY PLAN.

1. The parties (hereinafter, "Mother" and "Father") shall share the joint legal custody of Madilyn, Brayden, Tristan, Julianna and Josilynn , except as otherwise provided herein. Joint legal

custody means that the parties shall share equally all decision-making rights, responsibility, and authority regarding the health, education and welfare of Madilyn, Brayden, Tristan, Julianna and Josilynn. Neither parent's rights are superior to those of the other parent. The following are the general provisions of the Proposed Joint Legal Custody Plan:

a. **Routine and Minor Decisions**. Each parent shall decide all routine and minor matters concerning Madilyn, Brayden, Tristan, Julianna and Josilynn occurring while in that parent's custody. The parties shall communicate and cooperate with one another in establishing a mutually supportive arrangement regarding Madilyn, Brayden, Tristan, Julianna and Josilynn's routines so that they have a similar daily experience, regardless of which parent they are residing with at any particular time.

b. **Communication**. The parties shall communicate with each other directly and not use Madilyn, Brayden, Tristan, Julianna and Josilynn as messengers. The parties shall have the right to communicate with Madilyn, Brayden, Tristan, Julianna and Josilynn by telephone at reasonable times and with reasonable frequency when they are spending time with the other parent.

c. **Residence Address and Telephone Number**. Each party shall keep the other informed at all times of his or her residence address and telephone number and the address and telephone number of his or her employer. Each party shall also advise the other of the destination address and telephone number, if possible, when he or she is out-of-town with Madilyn, Brayden, Tristan, Julianna and Josilynn.

d. **Participation by new spouse or significant other.** Both parties shall advise their prospective future spouse or significant other of the terms of this agreement and shall exert every reasonable effort to insure that any third party having regular contact with Madilyn, Brayden, Tristan, Julianna and Josilynn follows this agreement.

e. **Notice of and Attendance at Special Events**. The parties shall be responsible to obtain for themselves notification of all special events involving Madilyn, Brayden, Tristan, Julianna and Josilynn which parents may attend, such as school plays, sports activities, parent's and grandparent's days, etc. The presence of both parents at school conferences, athletic events, performances and other such functions shall be encouraged by both parties.

f. **Access to Medical Records and Health Care Providers**. Both parties shall have complete access to all of Madilyn, Brayden, Tristan, Julianna and Josilynn's medical, dental and psychological records, and health care providers, and shall sign any necessary documents insuring that both have such complete access.

g. **Notice of Illness and Injury**. Each parent shall promptly inform the other of any significant health or medical condition of Madilyn, Brayden, Tristan, Julianna and Josilynn observed while they are in that parent's custody.

h. **Medical Care**: Each parent shall provide proper health and medical care for Madilyn, Brayden, Tristan, Julianna and Josilynn while they are in the custody of that parent, including providing emergency medical care. Mother shall be responsible for scheduling the routine health care appointments for Madilyn, Brayden, Tristan, Julianna and Josilynn and shall communicate the place, date and time of the appointment to the Father no less than seven days prior to the appointment. In the event a parent is using a walk-in clinic or urgent care at the pediatrician's office for an illness or injury, the other parent shall be provided the opportunity of being present at the appointment. In the event the other parent does not attend the appointment, the parent that takes the child shall immediately inform the other parent about Madilyn, Brayden, Tristan, Julianna and Josilynn's diagnosis, prognosis, and treatment. If there is an emergency the other parent shall be notified on the way to obtain treatment if at all possible, and if it is not possible than at the earliest possible time. The Guardian ad Litem has recommended that the children receive immunizations. Mother shall obtain a recommended vaccination schedule from the children's current physician, Dr. John Greenwood, and shall provide the schedule to Father within ten (10) days. Mother shall follow the vaccination schedule as recommended by Dr. Greenwood until the children's immunizations are caught up as medically recommended by Dr. Greenwood.

i. **Conferring Regarding Major Medical Decisions**. Each parent shall inform the other of any significant medical or other health care which he or she proposes for Madilyn, Brayden, Tristan, Julianna and Josilynn. However, emergency care need not be delayed for such purpose. If there is a dispute regarding major medical treatment, the parties will defer to the advice of the minor children's pediatrician.

j. **Health Care Providers**. Madilyn, Brayden, Tristan, Julianna and Josilynn shall continue to be treated by their current physician, Dr. John Greenwood, unless the parties mutually agree to the contrary. No new health care providers shall be utilized absent prior mutual agreement of the parties. The children shall continue to be provided dental care from Dr. Matthew Hillman, their current dentist, unless the parties mutually agree to the contrary. If there is a dispute regarding medical, dental or orthodontic treatment, the parties will defer to the advice of the minor children's health care providers.

k. **Child Care and School Attendance**. Each party shall select the child care providers they will be working with during periods of time the children are in their physical custody, provided, however, that Father's friend, Shelly Blann, shall not be a child care provider for the children. Madilyn, Brayden, Tristan, Julianna and Josilynn shall attend public school in Gardner Edgerton School District unless the parties mutually agree to the contrary. The specific school within the district that

Madilyn, Brayden, Tristan, Julianna and Josilynn shall attend shall be determined by using Mother's residence address as Madilyn, Brayden, Tristan, Julianna and Josilynn's address for this purpose.

l. **School Records**. The parties shall direct the school to provide duplicates of Madilyn, Brayden, Tristan, Julianna and Josilynn's school achievement reports, special events, report cards, progress reports, etc., to each parent. Each parent shall contact the school and Madilyn, Brayden, Tristan, Julianna and Josilynn's teachers at the beginning of each academic school year to provide the school and teachers with their email address and other contact information. Both parents shall have complete access to all of Madilyn, Brayden, Tristan, Julianna and Josilynn's school records and teachers and, if necessary, shall notify the school to provide such access.

m. **School and Organized Activities**. Each parent shall determine the nonrecurring school and organized activities in which Madilyn, Brayden, Tristan, Julianna and Josilynn shall participate which occur while residing with that parent. Each parent shall communicate information concerning those activities to the other parent in a timely manner so that the other parent will have the opportunity to attend appropriate activities. The parties shall ***jointly*** agree before enrolling Madilyn, Brayden, Tristan, Julianna and Josilynn in activities or lessons which occur even partially during the other parent's time with Madilyn, Brayden, Tristan, Julianna and Josilynn, such as participating in sports, dance, brownies, etc., and each shall cooperate with respect to such mutually chosen activities. The children's extracurricular activities shall be based out of the area where Mother resides. Each parent shall a portion (as set forth hereinbelow) of the cost for the children to participate in any extracurricular activities. The children shall participate in at least one activity per season. Neither parent shall unreasonably withhold consent to the children's participation in any activity. If a parent unreasonably withholds consent, he or she shall be responsible for payment of 100% of the cost of the activity. Extracurricular activities include sports, music, camp, clubs, lessons and tutoring. Costs include sign-up or registration fees, uniforms, equipment, instrument rental or purchase, cost for materials or admission, or other expense directly incurred as a cost of activity. Costs do not include a parent's mileage or gas in transporting the child, nor a parent's expense for attending or participating in the activity with the child.

n. **Dispute Resolution.** If the parties disagree concerning Madilyn, Brayden, Tristan, Julianna and Josilynn or interpreting this plan, they shall confer with each other as necessary and consider each other's opinions. If the parties can't resolve a dispute, they shall participate in mediation with a jointly-selected mediator. Each parent shall pay one-half of the mediation cost.

o. **Recognition of Madilyn, Brayden, Tristan, Julianna and Josilynn's Best Interests**. Recognizing the needs of Madilyn, Brayden, Tristan, Julianna and Josilynn for a continuing relationship with each parent, both parents

shall use their best efforts to foster the respect, love and affection of Madilyn, Brayden, Tristan, Julianna and Josilynn towards each parent and shall cooperate fully in implementing a relationship with Madilyn, Brayden, Tristan, Julianna and Josilynn that will give them a maximum feeling of security. Each parent shall accommodate the social and academic commitments of Madilyn, Brayden, Tristan, Julianna and Josilynn. Each shall cooperate in order that they shall have regular and frequent contact with both parents to the end that there shall be affection and respect between Madilyn, Brayden, Tristan, Julianna and Josilynn and their parents. Neither parent shall take any action nor make any statement which would demean the other; and, each shall endeavor to set aside any issues and feelings of antipathy and discord toward the other for the sake of cooperating equally in the rearing of Madilyn, Brayden, Tristan, Julianna and Josilynn. Neither parent shall make any negative statement or comment concerning the other parent (or the family of the other parent) in the presence of Madilyn, Brayden, Tristan, Julianna and Josilynn or allow or permit any other person to make any such negative comment or statement in the presence of Madilyn, Brayden, Tristan, Julianna and Josilynn. Neither parent will question Madilyn, Brayden, Tristan, Julianna and Josilynn as to what is occurring at the other parent's residence.

p. **Safety Rule**. Parents shall provide appropriate supervision of Madilyn, Brayden, Tristan, Julianna and Josilynn when they are in their care. Parents shall not use illegal drugs or alcohol while driving. Parents agree not to allow Madilyn, Brayden, Tristan, Julianna and Josilynn to be in the presence of intoxicated persons or persons under the influence of illegal drugs. Parents will maintain a safe and appropriate environment for Madilyn, Brayden, Tristan, Julianna and Josilynn, one that does not include domestic violence between any persons.

B. PARENTING TIME

1. **Regular Parenting Schedule**. Madilyn, Brayden, Tristan, Julianna and Josilynn shall reside with Mother and have parenting time with Father as set forth hereinbelow. The regular parenting schedule shall continue unless there is a birthday, holiday, special day, or vacation (hereinafter, "special time"). Upon completion of such "special time", the regular parenting time shall resume as if the special time had not taken place.

a. **Every Wednesday**. Father shall have parenting time with all of the children every Wednesday from 4:00 p.m. until 8:00 p.m. Any of the children that are not of school age (attending preschool or above) or if school is not in session the following day for school age children, shall spend the overnight with Father until 10:00 a.m. the following day. Father shall pick up the children from Mother's home and return them back to her home or school, if applicable, at the end of his parenting time.

b. **Alternating Weekends.** All of the children shall spend alternating weekends with Father, from Friday at the time school or day care is released for the day (or 4:00 p.m. if school or day care is not in session); and, shall complete their parenting time at 5:00 p.m. on Sunday.

2. Summer Vacation with Madilyn, Brayden, Tristan, Julianna and Josilynn. Commencing in the Summer of 2016, each party shall have an opportunity to exercise up to a seven (7) day summer vacation, inclusive of his/her own weekend days, for the purpose of exercising extended summer time with Madilyn, Brayden, Tristan, Julianna and Josilynn. During this time the other parent's time with the children shall abate. The parents shall each provide not less than 30 days notice of the intention to exercise extended summer time with Madilyn, Brayden, Tristan, Julianna and Josilynn. The parents' choices shall not be scheduled in conflict with the other parent's weekend parenting time or any special day or holiday that the other parent is entitled to enjoy with the children. In the unlikely event the parties choose the same seven-day period, Mother's choice will take precedence in odd-numbered years and Father's choice shall take precedence in even-numbered years. Father shall have additional Summer Parenting Time with the children as follows: Summer of 2016 and 2017: an additional seven (7) day period, inclusive of his weekend parenting time (for a total of two, seven day periods for Father); Summer of 2018 and thereafter: two additional seven (7) day periods (for a total of three, seven day periods for Father). Father shall notify Mother of his additional summer parenting time on or before May 31st of each calendar year. Neither party shall select summer parenting time on a holiday that is designated to be spent with the other parent; and, neither party shall stack their normal parenting time with their summer parenting time in a manner which results in the children not seeing the other parent for more than seven consecutive days.

3. Holidays: Holidays shall be shared as follows:

HOLIDAY	EVEN YEARS	ODD YEARS
Easter Weekend from Friday at 4:00 p.m. (or after school, if applicable) until 5:00 p.m. on Sunday.	Mother	Father
Memorial Day weekend from Friday at 4:00 p.m. (or after school, if applicable) until 5:00 p.m. on Monday.	Father	Mother
Mother's Day from 7:00 p.m. the night before until 5:00 p.m. on Mother's day.	Mother	Mother
Fourth of July, from 4:00 p.m. July 3rd until 5:00 p.m. July 5th.	Mother	Father
Father's Day from 7:00 p.m. the night before until 5:00 p.m. on Mother's day.	Father	Father
Halloween, from 4:00 p.m. until 7:00 p.m.	Father	Mother
Labor Day from Friday at 4:00 p.m. (or after school, if applicable) until 5:00 p.m. on Monday.	Mother	Father
Thanksgiving from Wednesday at 4:00 p.m. until 10:00 a.m. Friday morning.	Mother	Father
Thanksgiving from 10:00 a.m. on Friday until 5:00 p.m. on Saturday.	Father	Mother
Christmas Eve from 4:00 p.m. on December 23rd until 5:00 p.m. on December 24th .	Mother	Father
Christmas Day from 5:00 p.m. on December 24th until December 26th at 5:00 p.m.	Father	Mother
New Year's. From December 30th at 4:00 p.m. until January 1st at 5:00 p.m.	Mother	Father
Children's Birthdays. The children shall spend each of their respective birthdays (together) from 10:00 a.m. until 7:00 p.m.	Mother	Father
Parent's Birthdays. The children shall spend each parent's respective birthday with the parent celebrating said birthday from 10:00 a.m. until 7:00 p.m.	---	---

4. **Spring Break.** Spring Break shall begin when school is let out for the extended break

(this may include in-service days) and shall continue until the commencement of school (after the extended break and any additional in-service days). If the parents are not traveling, then the normal residency schedule shall apply. If the parents would like to utilize the entire Spring Break as an out of town vacation period, Mother shall have said option in even-numbered years and Father shall have said option in odd-numbered years.

5. Conflict Between the Regular Residence Schedule, Summer Schedule, Holiday Schedule or other Special Days. The holiday and summer vacation schedules shall supersede the normal parenting time schedule. The Holiday schedule supersedes the summer schedule. There shall be no adjustment for "missed" regular residence time due to the holiday and special event schedule; provided, however, that each parent shall allow the other parent at least one overnight period of weekend parenting time when necessary in the event the holiday schedule results in a parent having the child three consecutive weekends.

6. Transportation. Father shall provide all transportation for his parenting time on Wednesdays. Otherwise, each party shall be responsible for the transportation of Madilyn, Brayden, Tristan, Julianna and Josilynn at the commencement of their parenting time. Father shall pick up Madilyn, Brayden, Tristan, Julianna and Josilynn at Mother's residence or day care/school at the beginning of his scheduled parenting time and Mother shall pick up Madilyn, Brayden, Tristan, Julianna and Josilynn from Father's residence or day care/school at the beginning of her scheduled parenting time, unless otherwise agreed. The parent who has custody of Madilyn, Brayden, Tristan, Julianna and Josilynn in the previous evening shall have the responsibility for Madilyn, Brayden, Tristan, Julianna and Josilynn's transportation to school.

7. Telephone Access. Madilyn, Brayden, Tristan, Julianna and Josilynn shall have telephone access with both parents at reasonable times.

8. **Schedule Changes.** The parties' schedules and commitments may require occasional changes in the scheduled time. The parties shall cooperate in trying to reschedule the time with Madilyn, Brayden, Tristan, Julianna and Josilynn to assure frequent contact with both parents. A parent requesting variance from the schedule shall notify the other parent as soon as possible, but no later than one week prior to the date of the change.

9. **Right of First Refusal**. Notwithstanding anything herein to the contrary, if either parent shall be available during the residence time of the other parent and the other parent shall be unavailable to be with the children because of his or her work schedule or another commitment for a period exceeding six (6) hours, the available parent shall have additional parenting time during the time of the other parent's unavailability; and, the unavailable parent shall notify the other parent at the earliest possible time of his or her unavailability in order to give the other parent the option to exercise the right of first refusal as provided herein.

C. CHILD SUPPORT AND OTHER RELATED MATTERS

1. **Child Support**. Father shall pay child support pursuant to the Form 14 prepared by the Court, in the amount of $2,901.00 per month, commencing July 1, 2016 and continuing on the first day of each month thereafter until further order of the court.

2. **Extracurricular Activity Expenses and Camps:** Father and Mother each shall pay their proportionate share, pursuant to line 4 percentages of the Form 14, (Mother 20% and Father 80%) of all costs associated with Madilyn, Brayden, Tristan, Julianna and Josilynn's organized extra-curricular activities and camps, and so long as those are mutually selected and agreed to by the parties.

3. **Health Insurance and Unreimbursed Medical Expenses:** Father shall provide medical, dental and vision insurance coverage for Madilyn, Brayden, Tristan, Julianna and Josilynn.

The cost of the insurance shall be included in the Form 14 calculations. Subject to each party complying with the requisites of the health insurance coverage, Father and Mother each shall pay their proportionate share, pursuant to line 4 percentages of the Form 14, (Mother 20% and Father 80%) of the children 's necessary medical, dental, orthodontic, hospitalization, pharmaceutical drugs and supplies, physical aids prescribed by practitioners of the healing arts, medical and orthopedic devices, eyeglasses, hearing aids, nursing and therapy expenses incurred on or on behalf of the children , which are not covered by health insurance, including any co-payments and deductible amounts. In the event the treatment or other expenses are elective, the parties shall consult each other prior to incurring such expense. The costs to be paid shall be defined in accordance with SS 213 of the Internal Revenue Code (1987) or any other section enacted in replacement of, in addition to or in substitution thereof, and/or any Internal Revenue Regulation, including, but not limited to Section 1.213-1 or any relevant Regulation enacted in replacement of, in addition to or in substitution thereof. These costs do not include the cost of non-prescription drugs or transportation to a health care provider unless said transportation expense is in relation to use of an emergency vehicle. The parent obtaining the non-covered care shall require the health care provider to bill each parent separately. If this is not possible, the parent incurring the expense shall provide the other parent with a copy of each bill showing the date the services were rendered within fifteen (15) days of receipt of the bill. Within fifteen (15) days of receipt thereof the parent shall provide the other parent with a copy of the Explanation of Benefits showing the amount paid and/or denied by the insurer on the claim. The parent requesting reimbursement shall set forth the calculation of the reimbursement amount, based upon the percentages set forth above. The reimbursement payment shall be made thirty (30) days after the postmark date. Failure to pay by the receiving parent shall

result in an award of attorney's fees to the parent providing the unreimbursed medical expense in the event a contempt or other enforcement action is necessary to compel the reimbursement payment.

D. RELOCATION NOTICE:

Absent exigent circumstances as determined by a court with jurisdiction, each party to this action must notify the other, in writing by certified mail, return receipt requested, and at least sixty (60) days prior to any proposed relocation of the principal residence of the children, including the following information:

1. The intended new residence, including the specific address and mailing address, if known, and if not known, the city;

2. The home telephone number of the new residence, if known;

3. The date of the intended move or proposed relocation;

4. A brief statement of the specific reasons for the proposed relocation of the children; and,

5. A proposal for a revised schedule of custody or visitation with the children.

Each party's obligation to provide this information to the other parent continues as long as either parent is entitled to custody of the children covered by this Parenting Plan. Failure to obey the order of the Court regarding the proposed relocation may result in further litigation to enforce such order, including contempt of court. In addition, the failure of either party to notify the other of a relocation of the children may be considered in a proceeding to modify custody or visitation with the children. Reasonable costs and attorney fees may be assessed against a party if such party fails to give the required notice.

End of Parenting Plan

28. Respondent has waived his right to receive any form of maintenance and this waiver of maintenance should be non-modifiable.

29. Petitioner is requesting maintenance from Respondent.

30. The Court has considered the factors set forth in Section 452.335 R.S.Mo., regarding Petitioner's request for maintenance. Specifically, the Court hereby finds that Petitioner lacks sufficient property, including marital property apportioned to her, to provide for her reasonable needs; and, is unable to pay her reasonable expenses through her employment. Petitioner is entitled to statutory, modifiable maintenance from Respondent in the amount of THREE THOUSAND DOLLARS ($3,000.00) per month, commencing July 1, 2016 and continuing on the first day of each month thereafter until further order of the Court. Said maintenance shall be paid by income assignment to the Family Support Payment Center, Post Office Box 109002, Jefferson City, Missouri 65110 as Trustee for remittance to Petitioner.

31. In making this award of maintenance, the Court has applied the factors set forth in Section 4525.335.2 R.S.Mo., as follows:

(***1) The financial resources of the party seeking maintenance, including marital property apportioned to him, and his ability to meet his needs independently, including the extent to which a provision for support of a child living with the party includes a sum for that party as custodian;*** This factor supports an award of maintenance. Petitioner has not been employed outside the home since approximately 2012. Petitioner presently earns an income that is less than minimum wage and has reasonable and necessary expenses attributable to Petitioner (exclusive of the children) of approximately $4,000.00 per month, prior to the consideration of the tax implications of an imputed income.

(2) The time necessary to acquire sufficient education or training to enable the party seeking maintenance to find appropriate employment; This factor supports an award of maintenance. Petitioner has a high school education. She has worked historically as a photographer and testified that she is hopeful she can do so again in the future. She has five very young children and her ability to work full time is limited. She is able to work on days she does not have the children and is attempting to market herself in the photography business to become established in the business. Petitioner testified she is uncertain as to how long this may take.

(3) The comparative earning capacity of each spouse*;* This factor supports an award of maintenance. Petitioner testified that she is capable of earning minimum wage at the present time, although the needs of her children have prevented her from being able to do so. Respondent is employed as a mortgage professional. His earning history is demonstrative of his earning capacity. Respondent adjusted gross income for the past five years has been as follows: 2010: $789,035 (Petitioner's Exhibit 57); 2011: $400,495 (Petitioner's Exhibit 58); 2012: $450,105 (Petitioner's Exhibit 59); 2013: $337,507 (Petitioner's Exhibit 60); 2014: $260,425 (Petitioner's Exhibit 61); 2015: $200,436 (Petitioner's Exhibit 86). On the last day of trial on April 21, 2016, Respondent offered exhibits that indicated his income year-to-date income for 2016 was an average of $17,359 per month, which computes to an annual income of $208,308. Respondent's earning capacity is substantial, especially when compared to Petitioner's earning capacity.

(4) The standard of living established during the marriage*;* This factor supports an award of maintenance. The standard of living during the marriage was very high. During the last three years prior to the parties' separation, 2010-2012, Respondent's average annual income was $546,545. They lived in a luxury six-bedroom home with a pool which sold for over $700,000; owned a second home that generated rental income; sent their daughter to a private school, employed a live-in nanny, purchased many new and expensive vehicles; purchased costly items of furniture and household goods; and purchased significant amounts of guns and ammunition. They routinely expensed funds for clothing and toys for themselves and their children and spent substantial funds each month on recreation and dining out.

(*5) The obligations and assets, including the marital property apportioned to him and the separate property of each party**;* This factor supports an award of maintenance. Much of the marital estate was liquidated and spent by the parties during the pendency of this case. (Petitioner's Exhibits 1, 28, 29, 30, 31, 33, 34, and 36). Respondent reports earning a monthly gross income of $17,358 (as of April 9, 2016) and represented that he has expenses of $8,449 per month (Petitioner's Exhibit 51), leaving a surplus in funds to Respondent each month, prior to the Court making any adjustments to Respondent's stated expenses on his Income and Expense Statement which was admitted into evidence as Exhibit 51. Respondent has a clear ability to pay maintenance. Petitioner testified that she was not yet making an income which was the equivalent of minimum wage but could likely do so. Petitioner represented that she has expenses attributable to her (and not the children) of $5,095 per month (Petitioner's Exhibit 53). She testified that she estimated her work-related child care expenses to be approximately $898 per month, bringing her total monthly needs to $5,993 per month, a number which is substantially less than the stated needs of Respondent.

(6) The duration of the marriage; The parties have been married for 9 years, during which Petitioner has given birth to 5 children.

(7) The age, and the physical and emotional condition of the spouse seeking maintenance*;* Petitioner is currently 32 years old. She is in good emotional health.

(8) The ability of the spouse from whom maintenance is sought to meet his needs while meeting those of the spouse seeking maintenance; This factor supports an award of maintenance after paying the Petitioner the amount of $3,000.00 per month. Respondent will still have the ability to meet his own needs.

(9) The conduct of the parties during the marriage; The Court hereby finds that Respondent was verbally and physically abusive to Petitioner during the marriage but places less weight on this factor compared to those enumerated herein in determining the amount and duration of maintenance.

32. The parties separated on or about September 4, 2013. At the time of their separation, the parties divided the funds held in their joint UMB Account No. xxx-7154, with Petitioner receiving the sum of $50,000.00 from said account and with Respondent receiving the sum of $65,000.00 from said account. (Petitioner's Exhibits 1 and 32). Respondent tendered no funds directly to Petitioner as child support from his income from approximately September of 2013 through September of 2014; made sporadic payments to Petitioner as child support in an amount unilaterally determined by Respondent from September of 2014 through February of 2015; and, made payments on the joint obligations of he and Petitioner during this time period. Petitioner requested child support be paid retroactively in her Petition for Dissolution of Marriage filed with the Court on September 6, 2013. Respondent earned significant income during this time period yet refused to pay regular child support to Petitioner. Petitioner is owed retroactive child support from Respondent in the amount of $16,000.00. This sum represents sixteen (16) months (from October of 2013 through January of 2015) of child support in the amount of $1,000.00, and credits Respondent for the sums paid by Respondent on joint obligations of the parties.

33. This Court entered a Judgment for Temporary Child Support, Temporary Maintenance, Temporary Restraining Order, Temporary Attorney's Fees and Order to Compel Discovery on February 25, 2015. Pursuant to said Judgment, Respondent was ordered to pay the sum of $3,500.00 as temporary child support and $3,525.00 as temporary maintenance. These orders shall remain in full force and effect through June 30, 2016 and Respondent shall pay any arrearage due as a result of his failure to timely make said payments.

34. The Form 14 Child Support Worksheet herein reflects an imputed full-time minimum wage to Petitioner in the amount of $1,326 per month; a monthly gross income to Respondent of $20,000.00 per month; Respondent's payment of child support for his child from another relationship of $590 per month; maintenance payable by Respondent to Petitioner in the amount of $3,000.00 per month; work-related child care costs incurred by Petitioner in the amount of $898 per month; the cost to Respondent to provide health insurance for the minor children in the amount of $500 per month; and, a ten percent (10%) line 11 credit, resulting in a presumed child support amount of $2,901.0 per month. Respondent shall pay said sum as child support to Petitioner commencing July 1, 2016 and continuing on the first day of each month thereafter until further order of the Court.

35. The Court hereby finds that consistent with the Missouri Child Support Guidelines, Petitioner shall be entitled to claim the minor children as dependents for income tax purposes each year, commencing in the taxable year, 2015; provided, however, that if Petitioner cannot receive a financial benefit by claiming each child as a dependent, she shall allow Respondent to claim the number of children that she does not derive a financial benefit from claiming.

36. Section 452.330 R.S.Mo, as amended provides that in a dissolution proceeding, the Court shall divide the marital property and debts in such proportions as the Court deems just after considering all relevant factors including: (1) the economic circumstances of each spouse at the time the division of the property is to become effective, including the desirability of awarding the family home or the right to live therein for reasonable periods to the spouse having custody of any children; (2) the contribution of each spouse to the acquisition of the marital property, including the contribution of a spouse as a homemaker; (3) the value of the non-marital property set apart to each spouse; (4) the conduct of the parties during the marriage; and, (5) custodial arrangements for the minor children. The Court has considered all of the foregoing factors herein.

37. The parties own real estate located at 3220 SE Brookside Drive, Lee's Summit, Missouri 64063. The parties are not in agreement as to the value of this property, with Petitioner testifying that the property has a value that exceeds $450,000.00 and with Respondent taking varying positions as to the value of this property, on the multiple discovery forms completed by Respondent during the pendency of this case. The evidence in this matter was that at the time of the parties' separation during the pendency of this case, Respondent unilaterally liquidated various assets and bank accounts which he did not share with Petitioner; that without Petitioner's prior knowledge or consent Respondent drew against the line of credit on the marital residence and used the funds to pay against the mortgage on the Brookside Drive Home. The evidence further demonstrated that Respondent unilaterally chose to pay extra toward the second mortgage on the Brookside Drive home throughout the pendency of this case, even during the periods of time he was providing no financial support to Petitioner (Petitioner's Exhibits 6, 7, 8 and 56). The Brookside Drive home has an approximate value in the range of $380,000-$450,000 and is encumbered by a first mortgage owed to CitiMortgage in the approximate amount of $273,000.00 (Respondent's Exhibit 130), resulting in approximate equity of this property of $107,000 - 177,000.00. This property shall be set aside to Respondent as his sole and separate property and Respondent shall assume and timely pay the debt owed to CitiMortgage and shall hold Petitioner harmless thereon. Petitioner shall have a judgment against Respondent for the sum of $63,500.00, which represents Petitioner's interest in the home.

38. The evidence was that the parties sold the marital residence during the pendency of this case and that as of the date of trial, $7,297.00 remained from the proceeds held in escrow. (Petitioner's Exhibit 9a, combined with the statements of counsel that $15,000 would be withdrawn from said escrow account by agreement after the last date of trial). These funds shall be set aside to Petitioner as her sole and separate property.

39. The remainder of the marital estate shall be divided as follows, which is a fair an equitable division of the remaining assets and debts of the marital estate:

ASSET/DEBT	FMV	EXHIBIT NO.	MEGHANN	CRAIG
Motor Vehicles:				
2015 Honda Fit (Meghann) (Value of $15,000 with a debt of $16,032)	($1,032)	10, 11	($1,032)	
2015 Honda Odyssey (Meghann) (value of $28,000 with a debt of $25,110)	$2,890	12, 13	$2,890	
2013 Nissan NV (Craig) (Value of $30,000 with current debt is $15,001)	$14,999	14, 15		$14,999
2015 Volkswagen GTI (Craig) (Value of $32,000 and debt is ($25,092)	$6,908	16, 17		$6,908
2013 Honda Motorcycle CRF250L (Craig)	$3,205	18		$3,205
Bank Accounts:				
Bank of Gardner (Meghann) Account No. 95249 Balance on 07/31/2015	$417	19	$417	
Bank of Gardner (Meghann) Account No. 1135023 Balance on	$576	20	$576	
UMB Account (Craig) Account No. 98 4702 516 8 Balance on 08/14/2015	$4,151	21		$4,151
ASSET/DEBT	**FMV**	**EXHIBIT NO.**	**MEGHANN**	**CRAIG**
Retirement/Profit Sharing Accounts:				
Guaranteed Rate, Inc., 401(k) Plan (Craig)	$6,693 as of 03/31/2015	23	$6,693	
Midwest Professional Insurance 401(k) Plan (Craig)	$3,014 as of 06/30/2015	24	$3,014	
Business Interests:				
FTM Enterprises (Craig)	$3,370	25		$3,370
Memories by Meghann, LLC (Meghann)	$500.00		$500.00	
Miscellaneous Assets:				
Guns and Ammunition	$10,000	**26**		$10,000
Household Goods and Furnishings	Equitable division	**27**	The household goods and furnishings should be equitably divided by each party	

			keeping the items in their current possession	
Personal Property each Party			**$13,058**	**$42,633**
DEBTS	**AMOUNT OWED**	**EXHIBIT NO.**	**MEGHANN**	**CRAIG**
Amazon (Meghann) Account No. xxx-6470	($8,798) as of 08/22/2015	37	($8,798)	
TJX Rewards (Meghann) Account No. xxx-0852	($1,000) as of 08/16/2015	38	($1,000)	
Community America Visa (Meghann) Account No. xxx-0887	($8,345) as of 09/02/2015	39	($8,345)	
Commerce Bank Visa (Meghann) Account No. xxx-3302	($841) as of 08/26/5015	40	($841)	
Nebraska Furniture Mart (Meghann)	($4,077) as of 07/08/2015	41	($4,077)	
Nebraska Furniture Mart (Craig)	($7,248) as of 08/17/2015	42		($7,248)
Discover (Craig) Account No. xxx-2182	($307) as of 05/23/2015	43		($307)
Cabela's Visa (Craig) Account No. xxx-5165	($14,236) as of 05/27/2015	44		($14,236)
Liability to IRS	Unknown			Unknown
Debts for each Party			**($23,061)**	**($21,791)**

In order to accomplish the fair and equitable division of the marital estate not including the Lee's Summit residence, Respondent should pay to Petitioner the sum of $13,000.00. Petitioner should have a judgment against Respondent in the amount of $13,000.00.

40. Respondent testified that Petitioner received various items of jewelry that should be characterized as marital assets. Petitioner testified that the jewelry, including gold rings and diamond earrings were gifts to her from Respondent. The Court hereby finds that these items were gifts and that all items of jewelry in Petitioner's possession shall be set aside to her as her non-marital property.

41. Both parties sold items during the pendency of this case and used the proceeds of these sales to pay debts and living expenses.

42. Petitioner is seeking an award of attorney's fees and costs from Respondent. This request is in addition to the funds Petitioner had to borrow from Respondent's parents to pay her legal counsel. Respondent has had four attorneys of record since this matter has been pending. According to Petitioner's Exhibits 56 and 72, Respondent paid approximately $70,800.00 to his attorney's from his UMB Bank Account between October of 2013 and August of 2015. Further, Respondent testified that an undetermined portion of the $115,000 in proceeds he received from the liquidation of his ownership FirsTrust Mortgage, Inc., was used to pay his second attorney in the case, Jack Cochran, Esq. Both parties withdrew funds from the escrow account which contained the proceeds from the sale of the marital residence and used those funds to pay attorney's fees and costs incurred herein. Petitioner's attorney's fees and costs incurred in this matter from September of 2013 through April of 2016 were approximately $104,000.00. The amount of Petitioner's attorney's fees is fair and reasonable considering that at the commencement of this case, the marital estate was worth over $800,000.00; Petitioner had to file a motion for temporary orders to compel Respondent to pay temporary child support and maintenance; filed a Petition for an *Ex Parte* Order of Protection against Respondent for the abusive conduct of Respondent; Petitioner incurred attorney's fees in preparing and litigating multiple motions to enforce discovery against Respondent; Petitioner incurred attorney's fees and costs unnecessarily as a direct result of Respondent's refusal to disclose his bank accounts and provide his bank statements, requiring Petitioner's counsel to obtain them by more expensive means. As a result of the conduct of Respondent as described herein and in light of the significant income disparity between the parties, Respondent should pay the sum of $30,000.00 to Petitioner as reimbursement for a portion of her attorney's fees and costs incurred herein.

43. Respondent alleged that Petitioner had retained possession of various items of firearms and ammunition. Petitioner testified that Respondent took possession of the ammunition and firearms when he came to the marital residence to retrieve his property. Petitioner's testimony was credible.

44. The Court has taken all of the above-findings into consideration in determining the fair and equitable division of the marital estate herein.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by the Court that the marriage heretofore existing between the Petitioner and Respondent is hereby dissolved.

IT IS FURTHER ORDERED by the Court that the joint legal and joint physical custody of the minor children of the parties shall be placed with Petitioner and Respondent, with Petitioner's address in the State of Kansas being designated as the minor children's address for educational and mailing purposes, as set forth in the Petitioner's Proposed Parenting Plan hereinabove. The parties shall comply with the terms of the Parenting Plan set forth herein.

IT IS FURTHER ORDERED by the Court that the parties shall comply with the provisions of §452.377.11, R.S.Mo., regarding relocation of the principal residence of a child. The parties hereby are ordered to comply with the following directives:

> Absent exigent circumstances as determined by a court with jurisdiction, you, as a party to this action, are ordered to notify in writing by certified mail, return receipt requested, and at least sixty days prior to the proposed relocation, each party to this action of any proposed relocation of the principal residence of the children, including the following information:
>
> **a.** The intended new residence, including the specific address, if known, and if not known, the city.
> **b.** The home telephone number of the new residence, if known.
> **c.** The date of the intended move or proposed relocation.
> **d.** A brief statement of the specific reasons for the proposed relocation of the children.
> **e.** A proposal for a revised schedule of custody or visitation with the children.

> Your obligation to provide this information to each party continues as long as you or any other party by virtue of this order is entitled to custody of the children covered by this order. Your failure to obey the order of this court regarding the proposed relocation may result in further litigation to enforce such order, including contempt of court. In addition, your failure to notify a party of a relocation of the children may be considered in a proceeding to modify custody or visitation with the children. Reasonable costs and attorney's fees may be assessed against you if you fail to give the required notice.

IT IS FURTHER ORDERED by the Court that commencing July 1, 2016, and continuing on the first day of each month thereafter until further order of the Court, Respondent shall pay to Petitioner the sum of $2,091.00 per month as child support. Said child support shall be paid by income assignment by Respondent made payable to the Family Support Payment Center, Post Office Box 109002, Jefferson City, Missouri 65110 as Trustee for remittance to Petitioner.

IT IS FURTHER ORDERED by the Court that commencing July 1, 2016, and continuing on the first day of each month thereafter until further order of the Court, Respondent shall pay to Petitioner the sum of $3,000.00 as modifiable spousal maintenance. Said maintenance shall be paid by income assignment by Respondent made payable to the Family Support Payment Center, Post Office Box 109002, Jefferson City, Missouri 65110 as Trustee for remittance to Petitioner.

IT IS FURTHER ORDERED by the Court that the Temporary Orders entered by this Court on February 25, 2015 shall remain in full force and effect through June 30, 2016 and that Respondent shall comply with said orders and pay to Petitioner any arrearage due.

IT IS FURTHER ORDERED by the Court that Respondent shall pay retroactive child support to Petitioner in the amount of $16,000.00.

IT IS FURTHER ORDERED by the Court that Respondent shall continue to provide health insurance coverage for the minor children and that each party shall pay a portion of the unreimbursed medical expenses and activity expenses incurred on the children's as set forth

hereinabove.

IT IS FURTHER ORDERED by the Court that judgment is entered against Respondent and in favor of Petitioner for her reasonable attorney's fees and costs incurred herein in the sum of $30,000.00.

IT IS FURTHER ORDERED by the Court that judgment is entered against Respondent and in favor of Petitioner for the sum of $76,500.00 to accomplish the fair and equitable division of the marital estate as set forth hereinabove, (consisting of equity in Lee's Summit home in the amount of $63,500.00 plus other property equaling $13,000.00).

IT IS FURTHER ORDERED by the Court that the remaining findings of fact set forth hereinabove shall be the order of the Court. The parties' marital property, non-marital property and debts shall be divided and set aside to the respective party as set forth above.

IT IS FURTHER ORDERED BY THE COURT that Petitioner and Respondent shall each sign any document necessary to enforce the findings and orders of the Court as set forth hereinabove.

Let execution issue therefor.

July 15, 2016
Date


Honorable Judge Daniel W. Olsen

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

In re the Matter of MEGHANN R MILLER v CRAIG R MILLER Case No. 13CA-CV02982
Div/Ct Room

FORM NO. 14 CHILD SUPPORT AMOUNT CALCULATION WORKSHEET

☒ FATHER / ☐ MOTHER is the "Parent Paying Support" Total Number of Children: 5	PARENT RECEIVING SUPPORT	PARENT PAYING SUPPORT	COMBINED
1. MONTHLY GROSS INCOME	$1,326.00	$20,000.00	
1a. Monthly court-ordered maintenance being received	$3,000.00		
2. ADJUSTMENTS			
2a. Other monthly child support being paid under court or administrative order		$590.00	
2b. Monthly court-ordered maintenance being paid		$3,000.00	
2c. Monthly support obligation for other children			
(1) Number of other children primarily residing in each parent's custody			
(2) Each parent's support obligation from support schedule using the parent's Line 1 monthly gross income	$0.00	$0.00	
(3) Monthly child support received under court or administrative order for children included in line 2c(1)			
2c. TOTAL adjustment [Line 2c(2) minus Line 2c(3)]	$0.00	$0.00	
3. ADJUSTED MONTHLY GROSS INCOME (sum of lines 1 and 1a, minus lines 2a, 2b and 2c)	$4,326.00	$16,410.00	$20,736.00
4. PROPORTIONATE SHARE OF COMBINED ADJUSTED MONTHLY GROSS INCOME (Each parent's line 3 income divided by combined line 3 income)	20.9%	79.1%	
5. BASIC CHILD SUPPORT AMOUNT (From support chart using combined line 3 income)			$3,517.00
6. ADDITIONAL CHILD-REARING COSTS OF PARENTS			
6a. Child Care Costs of Parent Receiving Support			
(1) Reasonable work-related child care costs of parent receiving support	$898.00		
(2) Child Care Tax Credit (**See Form 14 Directions**)	$170.00		
6a. TOTAL adjusted Child Care Costs [Line 6a(1) minus Line 6a(2)]	$728.00		
6b. Reasonable work-related child care costs of the parent paying support		$0.00	
6c. Health insurance costs for children who are the subjects of this proceeding		$500.00	
6d. Uninsured agreed-upon or court-ordered extraordinary medical costs			
6e. Other agreed-upon or court-ordered extraordinary child-rearing costs			
7. TOTAL ADDITIONAL CHILD-REARING COSTS (Enter sum of lines 6a, 6b, 6c, 6d and 6e)	$728.00	$500.00	$1,228.00
8. TOTAL COMBINED CHILD SUPPORT COSTS (Sum of line 5 and line 7)			$4,745.00
9. EACH PARENT'S SUPPORT OBLIGATION (Multiply line 8 by each parent's line 4)	$992.00	$3,753.00	
10. CREDIT FOR ADDITIONAL CHILD-REARING COSTS (Line 7 of parent paying support)		$500.00	
11. ADJUSTMENT FOR A PORTION OF AMOUNTS EXPENDED DURING PERIODS OF OVERNIGHT VISITATION OR CUSTODY. (**See Form 14 Directions**) (Multiply line 5 by 10 %)		$352.00	
12. PRESUMED CHILD SUPPORT AMOUNT (Line 9 minus lines 10 and 11)		$2,901.00	

A child care tax credit of $85 applies when only one child is entitled to receive support.

The visitation credit is allowed for all children.

Number of Children	6	5	4	3	2	1
Presumed Monthly Support		$2,901	$2,680	$2,449	$2,187	$1,750