

APPENDIX D

Supreme Court of Missouri
en banc

SC99597
WD84573

May Session, 2022

Jessica Lynne Gould
a/k/a Jessica Lynne Johnson,
Appellant,

vs. (TRANSFER)

Isaiah Ben Johnson,
Respondent

Now at this day, on consideration of Appellant's application to transfer the above-entitled cause from the Missouri Court of Appeals, Western District, it is ordered that the said application be, and the same is hereby denied.

STATE OF MISSOURI Sct.

I, Betsy AuBuchon, Clerk of the Supreme Court of the State of Missouri, certify that the foregoing is a full, true and complete transcript of the judgment of said Supreme Court, entered of record at the May Session, 2022, and on the 28th day of June, 2022, in the above-entitled cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Court, at my office in the City of Jefferson, this 28th day of June, 2022.

/s/, Clerk
/s/, Deputy Clerk

APPENDIX B

Appeal from the Circuit Court of Jackson
County
The Honorable Charles H. McKenzie, Judge

**IN THE MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

JESSICA LYNNE GOULD f/k/a)	
JESSICA LYNNE JOHNSON,)	
Appellant,)	
	WD84573
v.)	FILED: April 5, 2022
ISAIAH BEN JOHNSON)	
Respondent.)	

PER CURIAM:

Before Division Two: Alok Ahuja, P.J., and
Edward R. Ardini, Jr. and Janet Sutton, JJ.

ORDER

Jessica Gould appeals from a judgment which modified the child custody provisions of an earlier judgment dissolving Gould's marriage to Isaiah Johnson. We affirm. Because a published memorandum would have no precedential value, we have provided an unpublished memorandum to the parties which sets forth the reasons for this order. Rule 84.16(b).

**MEMORANDUM SUPPLEMENTING ORDER
AFFIRMING JUDGMENT PURSUANT TO RULE
84.16(b)**

App. 31

This memorandum is for the information of the parties and sets forth the reasons for the order affirming the judgment.

THIS MEMORANDUM DOES NOT CONSTITUTE A FORMAL OPINION OF THIS COURT. IT HAS NO PRECEDENTIAL VALUE, AND SHOULD NOT BE CITED IN UNRELATED CASES. A COPY OF THIS MEMORANDUM MUST BE ATTACHED TO ANY MOTION FOR REHEARING, OR TO TRANSFER THE CASE TO THE SUPREME COURT.

Jessica Gould appeals from a judgment which modified the child-custody provisions of an earlier judgment dissolving Gould's marriage to Isaiah Johnson. We affirm.

Factual Background

Jessica Gould ("Mother") and Isaiah Johnson ("Father") married in 2014. They had a single daughter ("Child"), born in 2017. In a judgment entered on September 30, 2019, the Circuit Court of Jackson County dissolved the parties' marriage, and approved a parenting plan proposed by the guardian ad litem, and stipulated to by both Mother and Father. The parenting plan gave Mother sole legal custody of Child, and awarded the parties joint physical custody. During the dissolution proceedings, Shannon Gordon served as guardian ad litem.

Because Father was an active-duty member of the United States Navy at the time of the dissolution decree, the decree adopted "no set schedule of parenting time." Instead, the decree awarded alternating periods of three days of parenting time to Father, followed by two days of parenting time to Mother, during Father's military leave. Once Child turned six years of age, Father's alternating periods of parenting time would expand to six consecutive days during his leave periods.

App. 32

The decree also specified that Father would be allowed three video or telephone calls a week with Child while the Child was in Mother's care. Father and Mother were obligated to communicate with each other regarding issues concerning Child over a communication application, Our Family Wizard.

The Dissolution Decree required that each parent respond to the other's messages within 48 hours. Additionally, neither parent could take Child over 100 miles away from their residence without first contacting the other parent, at least seven days in advance. If Mother wanted to relocate with Child, she was required to notify Father at least 60 days prior to the proposed relocation.

Pursuant to the parties' agreement, Father was ordered to pay child support to Mother in the amount of \$860 per month, the presumed child support amount calculated under Rule 88.01 and Form 14.

Despite the terms of the parenting plan to which the parties had agreed, Mother denied Father physical contact with Child beginning even before the dissolution decree was entered.¹ On October 24, 2019, Mother met with an officer from the Independence Police Department, and stated that she suspected that Father had sexually assaulted Child on or about September 19, 2019, the last time Father had physical custody of Child. Mother described a diaper rash Child had after visiting Father and that Child had stated on October 19 and 20, 2019, that "daddy hurt me," while gesturing towards her genital area. The Children's Division of the Department of Social Services began investigating the allegations of sexual assault on October 25, 2019. Mother also initiated a sexual assault investigation of Father by the Naval Criminal Investigative Service ("NCIS").

1 At oral argument, Father's counsel asserted that, as of the present time and despite the circuit court's modification judgment, Mother has continued to deny Father any physical contact with Child.

On March 20, 2020, the Children's Division closed its investigation of Mother's allegations. It found that "[t]here was no sexual abuse to [Child] which was caused by [Father]," and that "[t]here was insufficient evidence found throughout this investigation to support a [preponderance of the evidence] finding of sexual abuse." NCIS allowed local police to take over the investigation. On June 4, 2020, the Jackson County Prosecuting Attorney's office declined to prosecute, concluding that "there is just not evidence of molestation." In an order entered on April 15, 2021, the circuit court also found that Mother had not met her burden to prove allegations of sexual abuse by Father.

In November 2019, Mother stopped responding to Father's messages on Our Family Wizard. As early as June 2020, Mother and Child moved from Independence to Seymour, a distance of approximately 200 miles, to live with her new husband, without notifying Father. Then, in January 2021, Mother relocated with Child to Bemidji, Minnesota, claiming that it was a temporary vacation. Father presented evidence to the circuit court that Mother had intended the trip to be a permanent move rather than a temporary vacation, and that Mother and her new husband were planning to operate a farm in Minnesota.

Father returned to Missouri in June 2020, and was discharged from active duty in the Navy in July 2020. Father began residing in a four-bedroom home in Independence owned by his parents. On June 17, 2020, Father filed a motion to modify the child-custody provisions of the dissolution decree.

App. 34

In his motion, Father alleged that substantial and continuing changes of circumstance had occurred, including his discharge from active military duty and return to Missouri; Mother's refusal to communicate with him and her withholding of Father's parenting time with Child; and Mother's relocation with Child without notice to Father. The circuit court re-appointed Shannon Gordon as guardian ad litem in connection with the modification motion.

The circuit court conducted a bench trial on the motion to modify on March 26, 2021. While Father was represented by counsel, Mother proceeded *pro se*. During the trial, because of concerns expressed by Father's counsel that Mother might try to take Child out of the country, the circuit court ordered Mother to surrender Child's passport to the court on March 30, 2021, which Mother did. During trial, Mother acknowledged that she did not follow the child-custody provisions of the dissolution decree, and stated under oath that she would not follow any parenting plan ordered by the court which allowed Father unsupervised parenting time with Child.

On May 3, 2021, the circuit court entered its Judgment of Modification. The modification judgment found that Mother had denied Father any contact with Child since September 2019, prior to entry of the initial dissolution decree, based on Father's purported sexual abuse of Child. The modification judgment found that Mother had not met her burden to prove sexual abuse by Father. The court awarded Father sole legal custody of Child, and maintained joint physical custody in both parents. The court changed the parenting plan, however, to designate Father's address as the Child's address for mailing and educational purposes. The modified parenting plan provided that Mother would have parenting time with Child

App. 35

on alternating weekends, and on alternating weeks during the summer months. The court also ordered Mother to pay to Father \$176.00 per month in child support, the presumed child support amount calculated using Form 14.

Mother appeals. As in the circuit court, Mother has represented herself in this Court.

Standard of Review

Mother requests this Court to review all three of her Points Relied On *de novo*. *De novo* is not the proper standard of review in this case. To the contrary,

[o]ur review of a modification of dissolution of marriage decree is limited to determining whether the judgment is supported by substantial evidence, whether it is against the weight of the evidence, or whether it erroneously declares or applies the law. When conducting our review, we view the evidence in the light most favorable to the judgment, disregarding all contrary evidence and giving deference to the trial court's determinations of credibility. Whether to modify child support is a decision that lies within the discretion of the trial court, whose decision will be reversed only for abuse of discretion or misapplication of the law.

Schuman v. Schuman, 612 S.W.3d 232, 235 (Mo. App. W.D. 2020) (internal citations and quotation marks omitted).

Discussion I.

In her first Point Relied On, Mother contends that the circuit court erred by not following "the proper processes and decorum while dealing with a *pro se* litigant." She contends that, because the circuit court sustained multiple objections to exhibits

App. 36

which she offered at trial, “I felt berated and unable to successfully get evidence in.”

Mother’s argument under her first Point is deficient, preventing us from addressing it on the merits. Mother’s argument contains no citations to the record; she does not explain what specific “processes and decorum” the circuit court failed to follow; she does not identify or describe the exhibits which the circuit court failed to admit into evidence; she does not explain the manner in which Father’s counsel was “allow[ed] . . . to bully and curtail [her] testimony” (as claimed in her Point Relied On); and she cites no legal authority which would support her (apparent) claim that the court’s exclusion of her evidence constituted an abuse of discretion.

As a matter of policy, we prefer to adjudicate non-compliant briefs on the merits, and we will do so when we can determine the essence of an appellant’s arguments, despite minor shortcomings in briefing. However, when the appellant’s brief is so lacking we cannot competently rule on the merits without first reconstructing the facts and supplementing the appellant’s legal arguments, then we must dismiss the appeal because the appellant has preserved nothing for review. We simply cannot assume the role of advocate for a party.

Barbero v. Wilhoit Props., Inc., 637 S.W.3d 590, 595 (Mo. App. E.D. 2021) (internal citations and quotation marks omitted). The briefing deficiencies in Mother’s first Point prevent us from addressing her claim on the merits.

Although we cannot address Mother’s first Point on the merits, we note that, at least as a general proposition, circuit courts are not required to give preferential treatment to *pro se* litigants, and cannot serve as an unrepresented party’s advocate.

App. 37

Pro se parties are bound by the same rules of procedure as parties represented by lawyers, and are not entitled to indulgences they would not have received if represented by counsel. While this court recognizes the problems faced by *pro se* litigants, we cannot relax our standards for non-lawyers. It is not for lack of sympathy but rather it is necessitated by the requirement of judicial impartiality, judicial economy and fairness to all parties. [¶] He who proceeds *pro se* with full knowledge and understanding of the risks does so with no greater rights than a litigant represented by a lawyer, and the trial court is under no obligation to become an “advocate” for or to assist and guide the *pro se* layman through the trial thicket.

Estate of Washington, 603 S.W.3d 705, 713-14 (Mo. App. E.D. 2020) (internal citations and quotation marks omitted).

II.

Mother’s second Point contends that the court-appointed guardian ad litem did not fulfill her obligations and did not maintain objectivity. In support of her contention, Mother quotes (without record citations) approximately five pages from the transcript of her arguments during a hearing. Then, Mother asks this Court to compare the parenting plan recommended by the guardian ad litem with the one submitted by Father. Rather than stating what conclusions should be drawn from a comparison of the two parenting plans, Mother only states that a comparison of the two documents “will provide a better explanation than I could ever give of the dangers of loosely supervised court appointed experts often paid for by county or state tax dollars.”

Mother’s second Point leaves this Court in the position of having to advocate for Mother and

App. 38

potentially misinterpret her argument. If this Court attempted to address Mother's claims on the merits, it would require us not only to hypothesize about the specific nature of the circuit court's claimed errors, but also to find and apply precedential support for Mother's arguments. Again, this Court cannot assume the role of constructing arguments on Mother's behalf. *Moreland v. Div. of Emp. Sec.*, 273 S.W.3d 39, 42 (Mo. App. W.D. 2008). Mother's second Point is denied.

III.

Mother's third Point contends that the circuit court erred when it did not discharge the guardian ad litem, because (Mother claims) the guardian ad litem "acted with bias, impropriety and outside of her professional capacity aligning herself with [Father]." Mother also claims that the guardian ad litem did not fulfill her statutory responsibilities.

Mother's contentions regarding the guardian ad litem were not preserved for this Court's review because she never filed a motion to discharge the guardian ad litem. *Francis v. Wieland*, 512 S.W.3d 71, 81 (Mo. App. W.D. 2017) (citing *Francka v. Francka*, 951 S.W.2d 685, 692 (Mo. App. S.D. 1997)). Even if this Court held that the circuit court should have discharged the guardian ad litem, that ruling would not result in a new trial or invalidate the circuit court's judgment regarding Child's custody. *Id.*

In any event, the circuit court did not abuse its discretion in failing to discharge the guardian ad litem. A guardian ad litem's duties and obligations are set out in § 452.423.3²:

The guardian ad litem shall:

App. 39

- (1) Be the legal representative of the child at the hearing, and may examine, cross-examine, subpoena witnesses and offer testimony;
- (2) Prior to the hearing, conduct all necessary interviews with persons having contact with or knowledge of the child in order to ascertain the child's wishes, feelings, attachments and attitudes. If appropriate, the child should be interviewed[.]

The circuit court both appoints and supervises the guardian ad litem. § 452.423.1, .4. A circuit court is required to discharge a guardian ad litem that has not "faithfully discharge[d]" their duties.

§452.423.4. "Removal of a guardian ad litem is a matter vested in the sound discretion of the appointing court." *Guier v. Guier*, 918 S.W.2d 940, 950 (Mo. App. W.D. 1996) (citation omitted).

Section 452.423 does not require the guardian ad litem to be neutral. The guardian ad litem's "principal allegiance is to the court and [her] function is to advocate what [s]he believes to be the best interests of the children." *Guier*, 918 S.W.2d at 950 (citation omitted). By following her duties and obligations, the guardian ad litem must take a position that is almost always contrary to one parent or the other. *Id.* "As the guardian ad litem was not required to be neutral, the [circuit] judge was entitled to weigh her testimony, including her potential bias and any deficiencies in her source material, the same as the [circuit] judge weighed the testimony of other witnesses." *Sutton v. McCollum*, 421 S.W.3d 477, 482 (Mo. App. S.D. 2013) (citation omitted).

² Statutory citations refer to the 2016 edition of the Revised Statutes of Missouri, updated by the 2021 Cumulative Supplement.

App. 40

The fact that a guardian ad litem develops opinions concerning the parents' relative parenting abilities, concerning allegations of abuse or misconduct by the parents, or concerning the relative merits of parenting plans proposed by the parents, does not establish a disqualifying bias. To the contrary, a guardian ad litem's formulation, and expression, of opinions concerning the best interests of the child establishes that the guardian ad litem is discharging their statutory duties. *Cf. Anderson v. State*, 402 S.W.3d 86, 91 (Mo. 2013) ("[A] disqualifying bias or prejudice is one that has an extrajudicial source and results in an opinion on the merits on some basis other than what the judge learned from the judge's participation in a case.").

Mother does not accuse the guardian ad litem of formulating her recommendations based on extraneous factors. Rather, Mother states that the guardian ad litem severely criticized her to the point of constituting a conflict of interest. In support, Mother points to the fact that the guardian ad litem objected to Mother's request for a psychological examination of Father, and opposed Mother's request to postpone a hearing. The guardian ad litem's objection, and her description of Mother's claim of a lack of adequate opportunity to prepare for a hearing as "a little disingenuous," do not rise to a level of bad faith or a conflict of interest. Instead, the guardian ad litem's actions appear to reflect the discharge of her statutory duties – even if the guardian ad litem disagreed with positions taken by Mother. The circuit court did not abuse its discretion in failing to discharge the guardian ad litem, *sua sponte*, based on any allegedly improper bias.

Mother's claim that the guardian ad litem did not perform her duties is likewise unsubstantiated. The guardian ad litem interviewed the parties, reviewed the evidence, was present at most of the hearings, submitted exhibits that included

App. 41

extensive interviews of Child and investigation notes, and created and advocated for a parenting plan which the guardian ad litem believed was in Child's best interests. Mother's examples of alleged bias demonstrate that the guardian ad litem was an active representative of the child, even if that representation was contrary to the Mother's case.

Mother's concern that the guardian ad litem did not interview Child does not constitute a failure of the guardian ad litem to discharge her statutory obligations. At the time of trial, Child was three years old and had been the subject of three different investigations regarding sexual assault allegations, which resulted in several interviews, all of which were submitted to the court as part of the guardian ad litem's exhibits. Under these circumstances, the trial court was not required to discharge the guardian ad litem based on her failure to conduct yet another interview of the infant Child. Notably, although § 452.423.3(2) requires the guardian ad litem to "conduct all necessary interviews with persons having contact with or knowledge of the child," the statute only requires the guardian ad litem to interview the child themselves "[i]f appropriate" – recognizing that such interviews are not always warranted. *See In re Marriage of Sisk*, 937 S.W.2d 727, 732 (Mo. App. S.D. 1996) (holding that failure to interview a three-year-old was not a failure on the part of the guardian ad litem); *In re Marriage of Campbell*, 868 S.W.2d 148, 152 (Mo. App. S.D. 1993) ("Failure to interview [Child], who was less than two years old, does not require the conclusion that the Guardian was remiss in his duties."). While Mother points to additional actions the guardian ad litem could have taken, these omissions do not reflect an abandonment of § 452.423.3 duties that would have *required* the circuit court to discharge the guardian ad litem. *See Frawley v. Frawley*, 597 S.W.3d 742, 757 (Mo. App. W.D. 2020).

App. 42

In addition to complaining about the circuit court's failure to discharge the guardian ad litem, the argument following Mother's third Point raises several distinct and unrelated claims: issues concerning Father's past behavior and beliefs; constitutional issues; and complaints concerning the circuit court's order requiring Mother to surrender Child's passport. "[A]n argument not set out in the point relied on but merely referred to in the argument portion of the brief does not comply with the requirements of Rule 84.04(d) and the point is considered abandoned in this Court." *Brizendine v. Conrad*, 71 S.W.3d 587, 593 (Mo. 2002). We refuse to consider the disparate, inadequately supported claims Mother groups under her third Point, particularly when those claims were not asserted in Mother's Point Relied On itself.

Although it is not properly presented, we briefly address Mother contention that the circuit court violated her rights under the dissolution decree by requiring her to surrender Child's passport to the Court, and ultimately giving that passport to Father. The circuit court modified the dissolution decree to give Father sole legal custody of Child; given his sole legal custody, it does not appear inappropriate to give Father possession of a document allowing control of Child's movements, and Mother has not cited any authority to the contrary. Further, although Mother complains of the burden imposed upon her by the requirement to surrender Child's passport on short notice, any inconvenience was caused by the fact that Mother had moved, with the Child, well more than 100 miles from the Kansas City area, without complying with the provisions of the dissolution decree. Mother is hardly in a position to complain of inconvenience produced by her own unilateral actions in violation of the court's original dissolution judgment. The circuit court required the surrender of Child's passport based on Mother's

App. 43

history of refusing to comply with the court's child-custody orders, her stated intention to continue such refusal, and based on the fact that she and her new husband owned property in Honduras, which gave rise to concerns that she might seek to relocate with Child outside of the United States. In any event, at this point this Court could afford Mother no relief for the circuit court's order requiring her to surrender Child's passport on short notice, even if we were to conclude (which we do not) that the court abused its discretion in entering that order.

Mother's third Point is denied.

Conclusion

The judgment of the circuit court is affirmed.

APPENDIX A

**16th Circuit Court of Jackson County,
Missouri**

**No. 1716-FC10559-01
Division 13**

[Filed May 3, 2021]

JESSICA LYNNE GOULD)
 Petitioner,)
v.)
ISAIAH BEN JOHNSON)
 Respondent)

JUDGMENT OF MODIFICATION

On March 26, 2021, Petitioner Jessica Lynne Gould appeared in person pro se via WebEx; Respondent Isaiah Ben Johnson, in person and by attorney Casey J. Symonds via WebEx; and the minor child appeared by and through Shannon Gordon, Guardian Ad Litem, via WebEx. Evidence was heard, and the matter was taken under advisement by the Court.

Now on this 3rd day of May 2021, the Court makes the following Findings of Fact, Conclusions of Law, and Judgment in this cause:

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
JUDGMENT**

App. 2

1. On or about September 30, 2019, this Court entered a Judgment of Dissolution of Marriage dissolving the marriage of the parties.
2. Pursuant to said Judgment, the Petitioner was granted the sole legal custody and Petitioner and Respondent were granted the joint physical custody of the minor child born of the marriage, namely, [REDACTED], now age 3.
3. This Court ordered Respondent to pay to Petitioner the sum of Eight Hundred Sixty Dollars (\$860.00) per month as and for child support.
4. There have been no judicial modifications of this Court's prior Judgment.
5. More than thirty (30) days have elapsed since the filing of Respondent's Motion to Modify.
6. The minor child has resided continuously in the State of Missouri for at least the last six (6) months preceding the commencement of this proceeding, and has resided with Petitioner for sixty (60) days immediately preceding the commencement of this proceeding and the minor child has a significant connection with the State of Missouri, and there is located in this state substantial evidence regarding the child's past, present and future health, education, and welfare.
7. Neither party has participated in any capacity in any other litigation concerning the custody of the child in this or any other state. Neither party has knowledge of any other litigation concerning the child nor of any other individual who has custody or claims to have custody with respect to the minor child in this or any other state.
8. Neither party is currently a member of the Armed Forces of the United States on active duty.
9. Petitioner resides at 2887 State Highway V, Seymour, Missouri 65746, and she also has been residing at 4040 Island View Dr. NE, Bemidji, MN 56601, though during trial she stated the residence in Bemidji, MN was where she and the child temporarily resided during an extended vacation.

App. 3

10. Her social security number is XXX-XX-5793, and she is self-employed.
11. Respondent resides at 1127 Mohican Court, Independence, Missouri 64056, and his social security number is XXX-XX-1970, and he is employed by Federal Express.
12. This Court has jurisdiction over the parties and the subject matter and venue is proper.
13. Respondent seeks a modification of the prior Judgment Entry as it relates to the legal and physical custody of the minor child and Respondent seeks an Order finding Petitioner in Contempt of Court for failure to abide by the prior Court Order relating to physical custody of the minor child.
14. Since the date the judgment was entered, the Court finds that there has been a substantial and continuing change in circumstances of the parties and/or the minor child making the terms of the prior judgment unreasonable and no longer in the child's best interest. A modification is necessary to serve the best interest of the child. Therefore, pursuant to Sec. 452.410 RSMo, the previous Judgment should be modified.
15. In determining the legal and physical custody of the minor child the Court has considered the provisions of §452.375 RSMo., and the Court makes the following findings with regard to custody:

1. *The wishes of the child's parents as to custody and the proposed parenting plan submitted by both parties:*

Petitioner/Mother's Proposed Parenting Plan (Ex. 5) requested that she be awarded sole legal custody and sole physical custody of the minor child, that

App. 4

Respondent/Father receive no parenting time of any kind with the minor child, and that any communication between Respondent/Father only take place via the United States Postal Service.

Respondent/Father's Proposed Parenting Plan (Ex. 70) requested that he be awarded sole legal custody of the minor child, that the parties share joint physical custody of the minor child, with Respondent's address designated as the child's address for educational and mailing purposes. Respondent proposed that during the school year Petitioner/Mother shall have parenting time on the second weekend of every month, from Friday at 7:00pm through Monday at 7:00pm, and that the parties share a "week on/week off" schedule during the summer.

Guardian Ad Litem's Proposed Parenting Plan (Ex 107) awarded sole legal custody of the minor child to the Respondent, that the parties share joint physical custody of the minor child, with Respondent's address designated as the child's address for educational and mailing purposes. During the school year Petitioner/Mother shall enjoy parenting time on alternating weekends from Friday at 5:00pm through Sunday at 5:00pm, and that the parties share a "week on/week off" schedule during the summer.

The Court finds that Petitioner/Mother's Proposed Parenting Plan is contrary to the child's best interests and does not meet the requirements of Mo. Ann. Stat. § 452.375.4, which states that it is the public policy of Missouri to permit frequent, continuing, and meaningful contact with both parents.

2. The needs of the child for a frequent, continuing and meaningful relationship with both parents and the ability and willingness of parents to actively perform their functions as mother and father for the needs of the child:

App. 5

The Court finds that Petitioner/Mother has not allowed Respondent/Father to have any contact with the minor child since September of 2019, prior to the entry of the Judgment of Dissolution of Marriage. Petitioner stated her actions were based upon her belief that Respondent had sexually abused the minor child.

Petitioner testified that based upon alleged disclosures made by the minor child, and based upon alleged changes in the minor child's behavior, Petitioner sought counseling for the minor child at the Child Abuse Prevention Association ("CAPA.") Records from CAPA were admitted (Ex. 101) demonstrating that Petitioner and child attended four counseling sessions, and that counseling was terminated in January of 2020 due to the Petitioner moving to another city. No evidence was presented regarding additional treatment or counseling for the minor child.

Other evidence regarding the allegation that Respondent sexually abused the minor child included, but was not limited to the following: the minor child went to Children's Mercy Hospital for a SAFE exam in October of 2019. Children's Mercy's records (Ex. 102) stated a diagnosis of suspected child sexual abuse, but also indicated no physical evidence of sexual or physical abuse of the minor child, and that the minor child was discharged with a diagnosis of "vaginitis."

An investigation was conducted by Jackson County Children's Division (Ex. 104). The records showed that the allegations against Respondent were unsubstantiated in March of 2020. Specifically, the Children's Division found that "there was insufficient evidence found throughout this investigation to support a POE finding of sexual abuse." An investigation was also conducted by the Independence Police Department (Ex. 103), the United States Navy's Naval Criminal Investigative Service ("NCIS"), and the Jackson County (MO) Prosecuting Attorney's office. No criminal charges were filed against

App. 6

Respondent, and no disciplinary action of any kind was taken against Respondent by the U.S. Navy. In the Jackson County Prosecutor's records, the prosecutor stated "There is just not evidence of molestation."

Evidence from the parties' Our Family Wizard accounts (Ex 71, 72, 73, 105, 106) showed that Petitioner/Mother did not open, view or respond to the last one hundred (100) messages from Respondent to Petitioner, and that Petitioner did not login to Our Family Wizard for a period of one year.

Petitioner testified that should this Court grant Respondent' Motion to Modify and adopt Petitioner's proposed parenting plan, that she would not abide by this Court's orders, and that she would not present the minor child to Respondent.

3. The interaction and interrelationship of the child with parents, siblings, and any other person who may significantly affect the child's best interests:

Petitioner testified that she is now married to Jared Gould and that she and Mr. Gould have an infant child.

Respondent testified that he currently resides with his parents and one sibling. Respondent has additional siblings and family members in the Kansas City metropolitan area, including nieces and nephews close to the minor child's age. Respondent testified that his parents shared a close relationship when the minor child was available for visits.

4. Which parent is more likely to allow the child frequent, continuing and meaningful contact with the other parent:

For the reasons set forth above with respect to Factor (2), this Court finds that Respondent is the

App. 7

parent more likely to allow the child frequent, continuous and meaningful contact with the other parent.

5. *The child's adjustment to the child's home, school, and community:*

Petitioner testified that the minor child is very happy on Petitioner's farms and that the child enjoys helping Petitioner raise animals. The child is only 3 years old, so no evidence was presented by either party regarding school.

Respondent has not seen the minor child since September of 2019. He presented no evidence regarding the child's adjustment here in Jackson County, Missouri.

6. *The mental and physical health of all individuals involved, including any history of abuse of any individuals involved. If the court finds that a pattern of domestic violence has occurred, and, if the court also finds that awarding custody to the abusive parent is in the best interest of the child, then the court shall enter written findings of fact and conclusions of law:*

Custody and visitation rights shall be ordered in a manner that best protects the child and any other child or children for whom the parent has custodial or visitation right, and the parent or other family or household member who is the victim of domestic violence from any further harm.

Petitioner has ongoing concerns about Respondent's mental health, including Respondent's past history of suicidal ideations. Respondent admitted his past suicidal ideations. Respondent voluntarily sought out and received mental health counseling and treatment through the Navy. He was successfully

App. 8

discharged from counseling (Ex. 69). Respondent further testified that he would not hesitate to seek additional counseling and treatment should the need arise.

No testimony or evidence was presented regarding the mental health of Petitioner, or the physical health of either party.

Respondent testified that he has never physically or sexually abused the minor child.

7. The intention of either parent to relocate the principal residence of the child:

Petitioner testified that she currently resides in Seymour, Missouri, and that she and her husband and new child have been on a temporary vacation at their property in Bimidji, Minnesota since January, and that they intend to return to Seymour, Missouri in June of 2021. Petitioner also testified that her husband owns property in the country of Honduras. Petitioner testified that although the Judgement of Dissolution of Marriage contemplated that she would relocate to northwest Arkansas, she did not move to Arkansas. Instead, Petitioner moved from Independence, Missouri to Seymour, Missouri. Petitioner has not provided Respondent with notice of these moves.

Following his discharge from the United States Navy, Respondent relocated from Hawaii, where he was stationed with the Navy, to his parents' residence in Independence, Jackson County, Missouri. Respondent further testified that he has no present intention of relocation.

8. The wishes of a child as to the child's custodian:
Given the minor child's age (3), no evidence or

App. 9

testimony was presented as to the wishes of the child.

15. Prior to awarding the appropriate custody arrangements in the best interests of the child, the Court considered each of the following: joint physical and joint legal custody to both parents; joint physical custody with one party granted sole legal custody; joint legal custody with one party granted sole physical custody; sole custody to either parent; or third-party custody.

16. Since September 2019 there has been a substantial change in circumstances of the minor child in relation to her custodian and that a modification is necessary to serve the best interests of the child. The substantial change of circumstances include:

- (a) Mother is intentionally keeping Respondent from seeing or communicating with the minor child since September of 2019;
- (b) Mother's refusal to communicate with Respondent in any manner through any medium;
- (c) Mother's unwillingness to abide by the terms of the existing judgment.

17. Upon being made aware of the very serious allegations of child sexual abuse, the Court appointed Shannon Gordon to serve again as the Guardian ad Litem on this case. She had previously served in that capacity in the original case and was keenly aware of the circumstances and familiar with all parties in the case. The Court listened carefully to the testimony of the witnesses and the recommendations of the Guardian ad Litem. The Court reviewed the exhibits that were presented regarding the investigation of child sexual abuse. The Court does not find that Petitioner has met her burden to prove the allegation of sexual abuse of the minor child by the Respondent.

App. 10

18. On April 15, 2021, after hearing evidence, the Court entered a Temporary Order. With that Order, the Court attempted to afford an opportunity to transition [REDACTED] [REDACTED]'s living arrangements wherein the Respondent would have visitation with the child and allow Respondent to build a relationship with the minor child. The Temporary Order required Petitioner to provide opportunities for contact between the minor child and Respondent via phone, video chat, and in person, in addition to allowing only weekend visitation for the Father for at least a month. However, based on Respondent's Motion for Sanctions filed on April 23, 2021, and a April 28, 2021 email from the Guardian Ad Litem (which is accessible in the file), the Court concludes that Petitioner has not abided by the Temporary Order.

19. The Court has weighed the factors in this case and all relevant factors which it has deemed appropriate and finds the best interests of the child would be served by awarding Respondent sole legal custody of the minor child, awarding the parties joint physical custody of the minor child, with Respondent's address designated as the child's address for mailing and education purposes and with Petitioner having parenting time as set forth herein below.

20. The Guardian ad Litem's proposed Parenting Plan is in the child's best interests and the court hereby adopts the same with the exception of some typographical edits and the date where summer visitation time would begin. However all elements of this Judgment including telephone contact and video calls shall begin within twenty four (24) hours of the date of the Judgment

21. The Court has also considered the evidence in relation to the Motion for Contempt. It has weighed the testimony and based on it, the Court does not find the Petitioner in contempt. However this ruling is based on the issues that were raised in the Motion for Contempt that was filed on

App. 11

June 18, 2020. This ruling will also be made a part of a separate Order in the original case.

22. As a result of the necessary modifications to the Judgment, the Court must also modify the Child Support Order
23. Petitioner's monthly income is \$2,550.00 per month. (Ex. 53)
24. Respondent provides health insurance coverage for the benefit of the minor child at an out-of-pocket cost of \$72.00 monthly per the benefits statement received into evidence.
25. Respondent shall provide health, dental and vision insurance for the minor child, [REDACTED] through his employer so long as it is available.
26. Respondent's monthly income is \$5,202.00 per month.
27. Petitioner is entitled to a 10% credit overnight parenting credit.
28. The presumed current child support amount due and owing by Petitioner to Respondent pursuant to Rule 88.01 et seq. of the Missouri Rules of Civil Procedure and Form 14 (which is attached as Ex. A) is \$176.00 per month. Said sum is not rebutted as unjust or inappropriate and Orders Petitioner to pay said amount as outlined hereinbelow.
29. The Guardian Ad Litem has rendered a valuable service to the minor child and to the Court in her representation of the minor child. Her fee request of \$5,850.00 is fair, reasonable, and in the form of support to the minor child. Petitioner deposited the sum of \$2,500.00 towards her portion of the Guardian Ad Litem fees. Respondent deposited the sum of \$2,500.00 towards his portion of the Guardian Ad Litem fees.

NOW THEREFORE IT IS ORDERED, AJUDGED AND DECREED that the minor child [REDACTED], now age three (3), be placed in the sole legal custody of Respondent, that the parties share joint physical custody, with Respondent's address to be used for education and mailing purposes, pursuant to the following Parenting Plan:

PARENTING PLAN DEFINITIONS

As used herein, the following definitions shall apply:

1. Petitioner is JESSICA LYNNE GOULD, hereinafter referred to as Mother.
2. Respondent is ISAIAH BEN JOHNSON, hereinafter referred to as Father.
3. "Child" refers to the unemancipated child of the marriage: [REDACTED]

[REDACTED] now age 3.

LEGAL CUSTODY

It is in the best interest of the unemancipated child that sole legal custody of the child be vested in Father.

The parties are unable to communicate and do not share sufficient commonality of beliefs to enable them to jointly make decisions which reflect the bests interests of the minor child. In addition, Mother has excluded Father from any contact with the child and has demonstrated an unwillingness to communicate with Father regarding the child or abide by this Court's Orders.

COMMUNICATION

The parents shall communicate with each other for the best interests of their child and shall establish healthy, appropriate boundaries for the parent-child relationship. All communications regarding the child shall be between

App. 13

the parents and the parents will not use a child as a messenger to convey information, ask questions or set up custody changes. When a party requests information regarding the child, the other parent shall respond with appropriate information within twenty-four (24) hours of said request. The parties shall be aware of their boundaries when talking with the child and shall refrain from discussing parenting issues or adult matters with or around the child. The parties shall limit their communication to matters directly involving their minor child, such as issues involving the child's health, education and general welfare. Both parents shall be respectful of the other in these communications, and neither shall use their communications to harass the other. Further, when communicating with one another, the parties shall utilize the BIFF approach (brief, informative, friendly and firm), so as to minimize high conflict situations. Both parties shall be listed on all contact information so they can speak with the school, health providers, and coaches directly.

Except in the case of an emergency, communication between the parties shall occur through the Our Family Wizard program. The parties shall communicate through the Our Family Wizard program regarding the child's health, education and general welfare immediately when an appointment is scheduled, when a child has been seen by the doctor (non-emergency), school, and daycare related information, etc. This will ensure that the parties are in the loop on issues involving their child. The parties shall also utilize the Information Bank, My Files, and Expense Log tools on the website to have a future record of all potentially reimbursable expenses in order to mitigate the necessity to litigate in the future over such expenses matters. If a party does not have the capability of scanning a required document and attaching the electronic version for posting to the website, he or she shall post a description of the document on Our Family Wizard and mail a hard copy of the document by regular first class mail on the day following the posting of the

App. 14

electronic announcement. The parties shall purchase a one (1) year subscription at the then current subscription cost, each paying one-half the cost, which they will each renew every year until the minor child reach eighteen (18) years of age or are emancipated, whichever occurs earlier, and each party shall preserve the original of any scanned document that is posted for three (3) years.

Within twenty-four (24) hours of receipt of the notification, the receiving party shall confirm that the information was in fact received and provide an appropriate response. If a party needs additional time to respond, they shall request an extension of time to obtain further information with which to reply, including but not limited to seeking legal counsel or independent medical advice. The intent here is to ensure the child is not in limbo due to the parties' inability to communicate effectively and to further prevent a party from claiming that they "did not know" certain necessary information, and to ensure that all parties are on the same page regarding the minor child's overall wellbeing.

In the case of an emergency, such that a party is taking a child to urgent care or the emergency room or other major injury or inclement weather for the exchange of the minor child, the parties are to communicate by text message or telephone immediately upon the stabilization of the minor child.

In the case of exchanging the minor child, if a party is going to be more than fifteen (15) minutes late, they will send a text message to the waiting party. Upon receipt of the text message, the receiving party shall respond with a text so the sending party knows it was received.

EDUCATIONAL INFORMATION

All school-related information shall be shared by the parties. Each parent shall provide to the other parent any and all documents or letters which each receive from the

App. 15

school(s) relating to the child. This includes, but is not limited to, grade cards, extracurricular activities and notification of any school-related event or field trip.

HEALTH CARE

The parties shall have complete and free access to any medical, dental, or other records affecting the child. Each party shall sign any necessary document ensuring that both parties have access to said records.

If either party has knowledge of any illness, accident, or other circumstances seriously affecting the health or welfare of said child, that party shall promptly notify the other party.

HEALTH CARE EXPENSES

Father currently has a health insurance plan available to him through his employment. It is in the best interests of the minor child that said parent be required to maintain said health insurance plan for the minor child so long as it is available.

The parents shall be responsible for paying any costs for hospital, medical, dental, vision, orthodontic, prescription, and counseling for the minor child which is not paid by any insurance coverage. These uninsured expenses shall be apportioned between the parties equally, subject to the following limitations:

1. "Uninsured expenses" means any expense remaining after payment by an insurance plan and/or carrier for a specific hospital, medical, dental, vision, orthodontic, prescription, and counseling procedure prescribed by a licensed health care professional.
2. If a particular hospital, medical, dental, vision, orthodontic, prescription, and counseling procedure is for any reason a procedure which is not an

App. 16

insured procedure or expense, then the parties shall pay all costs of that treatment or prescription so long as the procedure or prescription is prescribed by a licensed health-care professional.

3. The parties shall pay the cost of counseling for the child, including counseling for the child in which either or both parents participate, which is a medical expense explicitly included as an expense to be paid by them regardless of whether or not it is an insured procedure.
4. The maximum cost shall, in any event, be limited to that amount charged by the provider, physician, or medical institution providing the services which is the ordinary and customary charge for the medical, dental, vision, orthodontic, prescription, or counseling service in the hospital or other medical facility where the procedure is performed. Any co-payment required by an insurance carrier shall be deemed an uninsured expense for purposes of this Parenting Plan.
5. The purchase by either parent of routine drug store, analgesic and other over-the-counter items is explicitly excluded from this provision. The cost of such is to be paid by the purchasing parent.
6. The parent incurring the expense shall provide the other parent with a copy of the billing and/or proof of payment immediately upon receipt. Said bill shall be paid within thirty (30) days of receipt of the bill, either by paying the creditor direct or reimbursing the other parent.

EXTRACURRICULAR ACTIVITIES & EXPENSES

The parties shall encourage their child to participate in extracurricular athletic and social activities. During the time when a child is in the physical custody of each parent, that parent shall be responsible for ensuring that the child attends a particular athletic activity or social function. All transportation to or from any such activity

App. 17

shall be the responsibility of the parent enjoying physical custody at that time.

The payment of expenses associated with all agreed upon extracurricular activities for the child shall be equally divided between the parties. The parent incurring the expense shall provide the other parent with a copy of the billing and/or proof of payment immediately upon receipt. Said bill shall be paid within thirty (30) days of receipt of the bill, either by paying the creditor direct or reimbursing the other parent.

CHILD-CARE PROVIDERS

Each parent shall be responsible for selecting their own childcare providers while the child is in their physical custody. Each parent shall inform the other the name, address and telephone number of any childcare providers.

PHYSICAL CUSTODY

It is in the child's best interests that Mother and Father should have joint physical custody with Father's address designated as the child's address for mailing and education purposes. The child shall reside with Mother and Father as referenced in the section on Residential Time below. During the time each parent has physical custody of the child, that parent shall decide all routine matters concerning the child's welfare. The parties shall cooperate with one another in establishing a mutually-supportive arrangement regarding such routine decisions.

Both parties shall be informed at all times of the residence and the telephone number of the child and of each other. In the event either party takes the child out of the state of Missouri, then the traveling parent shall inform the other parent of the address where the child will be staying and the telephone number at that location.

App. 18

RESIDENTIAL TIME

The best interests of the child would be served by allowing Mother frequent and liberal parenting time with the child which shall include, but not be limited to, the following:

SCHOOL YEAR SCHEDULE

Mother shall enjoy parenting time during alternating weekends from 5:00 p.m. on Friday until 5:00 p.m. on Sunday, unless there is no school on Monday, in which case Mother's parenting time may extend until 5:00 p.m. on Monday. Until the child begins Kindergarten, this "School Year Schedule" shall be in effect from the first Friday in September until the first Friday in April, at which time the summer schedule shall commence. Once the child begins Kindergarten, the School Year Schedule shall be pursuant to the child's school calendar.

SUMMER SCHEDULE

Until the Child begins Kindergarten: The parties shall alternate seven (7) day periods of uninterrupted parenting time, beginning on the first Friday of April and ending on the first Friday of September. Father shall receive the first seven (7) day period of parenting time, and the parties shall alternate each week thereafter, with exchanges to occur at 5:00 p.m. every Friday. For 2021, this schedule shall begin May 14, 2021 and continue until September 3, 2021.

Once the child begins Kindergarten: The parties shall alternate seven (7) day periods of uninterrupted parenting time, beginning on the First Friday following the release of school for summer break and continuing until seven (7) days prior to the beginning of the school year. Mother shall receive the first seven (7) day period of parenting time each year after the child begins school, and the parties shall alternate each week thereafter, with exchanges to occur at 5:00 p.m. every Friday. The child shall be in Father's care for a minimum of seven (7)

App. 19

consecutive days prior to the commencement of the school year, unless otherwise agreed to by the parties.

The child shall reside with Father at all other times not specifically reserved to Mother pursuant to the schedule above.

HOLIDAY SCHEDULE

HOLIDAY	ODD-NUMBERED	EVEN-NUMBERED
Easter <i>From 7:00 p.m. Friday to 6:00 p.m. Sunday</i>	Mother	Father
Spring Break <i>In odd-numbered years, from 7:00 p.m. the day after school recesses for Spring Break to 6:00 p.m. the day before school resumes</i> <i>In even-numbered years, from 6:00 p.m. the Sunday after school recesses for Spring Break to 6:00 p.m. the day before school resumes to coincide with Father's Easter holiday in even-numbered years</i>	Mother	Mother
Thanksgiving Break <i>From 7:00 p.m. the day school recesses for Thanksgiving Break to 6:00 p.m. the day before school resumes</i>	Mother	Father
Christmas Break Part I <i>From 7:00 p.m. the day school recesses for Christmas Break to 6:00 p.m. on December 26th</i>	Mother	Father

App. 20

Christmas Break Part II <i>From 6:00 p.m. on December 26th to 6:00 p.m. the day before school resumes</i>	Father	Mother
Mother's Day Weekend <i>From 7:00 p.m. on Friday to 6:00 p.m. Sunday</i>	Mother	Mother
Father's Day Weekend <i>From 7:00 p.m. on Friday to 6:00 p.m. Sunday</i>	Father	Father

Mother's Day, Father's Day, holiday, and other special-day residential time shall take precedence over any other residential time in this parenting plan. Both parties acknowledge that the exchange times may occasionally have to be adjusted due to travel.

In the event either parent wishes to deviate from the above residential and holiday schedule, he or she shall contact the other party via Our Family Wizard to discuss such variation and each parent shall attempt to work out an appropriate arrangement so that all missed time can be made up as quickly and appropriately as possible. The parents shall attempt to agree on any changes, but the parent receiving a request for a change shall have the final decision on whether or not the change shall occur.

The request for change shall be made no later than 48 hours prior to the date of the requested change. The parent receiving the request shall respond no later than 24 hours after receiving the requested change.

If a parent has to cancel at the last minute or is going to be more than fifteen minutes late to an exchange, he or she should advise the other parent via text message as soon as possible. If visitation has to be rescheduled due to inclement weather, the parties shall discuss rescheduling via Our Family Wizard and reschedule visitation as quickly and appropriately as possible.

TRANSPORTATION

Unless otherwise previously agreed upon by both parents, the location of the exchanges shall occur in the parking lot of the Henry County Sheriff's Office in Clinton, Missouri. Either parent may designate an adult family member over the age of 21 to transport the child for exchanges. Anyone transporting the child must have an appropriate car seat and be a license and insured driver. The parents shall inform each other via Our Family Wizard at least 24 hours in advance if someone other than a parent will be transporting the child.

OUT OF STATE TRAVEL

If either parent intends to travel out of the state of Missouri with the minor child, he/she shall provide written notice via OFW to the other parent not less than seven (7) days in advance and shall include all relevant information re: means of travel, departure and return date, as well as destination address and telephone number to be utilized while traveling.

TELEPHONE CONTACT

The child shall have telephone access with both parents at reasonable times and with reasonable frequency while residing with the other parent. Normally, said contact should be between 8:00 a.m. and 8:00 p.m., and shall occur on a regular basis and with reasonable frequency. The parent who is not exercising parenting time should have the ability to contact the child at reasonable hours of the day and evening and with reasonable frequency without interference from the other parent, especially during those periods of time when that parent is not with the child. The parent with whom the child is then with should not refuse to answer the phone, turn off the phone, put a call block on the line, or only allow the child to talk with the other parent at specific times. If the child is not home or available when the parent calls, the parent with

App. 22

whom the child is then with should encourage and facilitate a return phone call by the child as soon as is reasonably possible under the circumstances. Both parents shall attempt to answer telephone calls from the other parent when the child is with him or her, and if either parent is unable to answer the telephone call, he or she will timely return the telephone call or text message. Both parents shall keep a working cell phone at all times and inform the other parent of their phone number. In the event the child has his own cellular telephone, the parents may contact the child that way. However, in the event a parent removes the cellular telephone from the child, they shall notify the other parent and provide the other parent with an alternate telephone number where they can reach the child. However, the child shall be allowed to call either parent at any time, and neither parent shall deny the child access to the other parent.

VIDEO CALLS

Mother and Father shall have the opportunity to video chat with the child on Mondays, Wednesdays and Saturdays when the child is not with them between the hours of 8:00 a.m. and 8:00 p.m. for a period of no less than 15 minutes but no more than 30 minutes at a time, except video calls shall be waived on exchange days. Mother and Father shall each facilitate said video calls between the other parent and the child. The parent requesting a video call shall make their request via Our Family Wizard at least one day prior and the video call shall be scheduled at a time convenient to both parties. Mother and Father shall not communicate with each other during said calls and shall not interfere with the child's conversations with the other parent by interrupting the conversations or lingering in the presence of the child during their conversations with the other parent.

CHILD SUPPORT AND RELATED EXPENSES

App. 23

The Court shall determine fair and appropriate child support.

INCOME TAX DEDUCTION

Father shall be allowed to claim the child as an income tax deduction on his state and federal tax returns commencing with tax year 2021.

MISCELLANEOUS

In the event that either party remarries, that party's spouse shall be apprised of the terms of this Parenting Plan; and that party shall exert every reasonable effort to ensure that his or her spouse honors and respects the terms of this plan.

Recognizing the needs of the child for a continuing relationship with each parent, both Mother and Father shall use their best efforts to foster the respect, love and affection of the child towards each other and shall cooperate fully in implementing a relationship with the child that will give them a maximum feeling of security. Neither Mother nor Father shall take any action which will demean the other. Mother and Father shall set aside any issues and feelings of mutual apathy and marital discord towards each other for the sake of cooperating equally in the rearing of the child.

NON-COMPLIANCE REGARDING CUSTODY AND VISITATION

In the event of non-compliance with this Parenting Plan, the aggrieved party may file a verified Motion for Contempt. If custody, visitation, or third-party custody is denied or interfered with by a parent or third-party without good cause, the aggrieved person may file a family access motion with the court stating the specific facts that constitute a violation of the custody provisions of the judgment of dissolution, legal separation, or

App. 24

judgment of paternity. The circuit clerk will provide the aggrieved party with an explanation of the procedures for filing a family access motion and a simple form for use in filing the family access motion. A family access motion does not require the assistance of legal counsel to prepare and file.

NOTICE OF RELOCATION

The parties shall comply with the following relocation notice pursuant to §452.377 R.S.Mo:

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:

1. The intended new residence, including the specific address, if known, and if not known, the city.
2. The home phone 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.
5. A proposal for a revised schedule of custody or visitation with the children.
6. The other party's right, if that party is a parent, to file a motion, pursuant to Section 452.377 RSMo., seeking an order to prevent relocation and an accompanying affidavit setting forth the specific good-faith factual basis for opposing the relocation within thirty days of receipt of the notice.

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 a child covered by this

App. 25

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 fees may be assessed against you if you fail to give the required notice.

BREACH OF PARENTING PLAN

If a breach of this Parenting Plan results in the other party being required to employ an attorney to enforce the terms of this Plan, then the party breaching this Parenting Plan shall pay the reasonable attorney fees, costs, and damages incurred by the other party in enforcing same. No attorney fees shall be recovered unless the party seeking enforcement shall have given the breaching party a written notice of the alleged failure to perform and said failure was not cured within ten (10) days of receipt of said notice.

The breach of this Parenting Plan shall be construed by any Court of competent jurisdiction as a substantial and continuing change of circumstances sufficient, in and of itself, to warrant a change of physical custody to the non-breaching party. Failure to comply with the Parenting Plan may subject Mother or Father to the Court's contempt powers.

END OF PARENTING PLAN

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Petitioner shall pay to Respondent as support for said minor child the sum of \$176.00 per month, beginning May 1, 2021, until the minor child is legally emancipated, or until further order of the Court, whichever shall first occur. Pursuant to 452.345 Mo.Rev.Stat., child support shall be paid by immediate income assignment to the Family Support Center in Jefferson City, Missouri and the Family Support Payment Center shall be appointed as Trustee

App. 26

for receipt and remittance of child support payments to Respondent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to §452.350 Mo.Rev.Stat., the Petitioner is hereby notified that, upon application of Respondent or the Missouri Divisions of Child Support Enforcement of the Department of Social Services, her wages or other income shall be subject to withholding without further notice if she becomes delinquent in his child support payments in an amount equal to one month's total support obligation. The withholding shall be for the current month's support and shall include an additional amount equal to fifty percent (50%) of one month's support to defray delinquent child support, which additional withholding shall continue until the delinquency is paid in full.

IT IS FURTHER ORDERED AND ADJUDGED that effective May 1, 2021 Respondent's child support obligation to Petitioner is hereby terminated and the same paid current and in full. If Petitioner receives any child support payments after May 1, 2021 or any subsequent months, she shall reimburse Respondent with such payments within ten (10) days of receipt.

IT IS FURTHER ORDERED AND ADJUDGED that the parties are provided the following relocation notice pursuant to §452.377 R.S.Mo:

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:

1. The intended new residence, including the specific address, if known, and if not known, the city.
2. The home phone number of the new residence, if known.

App. 27

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.
5. A proposal for 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 a child covered by this order. Your failure to obey party by virtue of this order is entitled to custody of a child 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 relocation of the children may be considered in a proceeding to modify custody or visitation with the child. Reasonable costs and attorney fees may be assessed against you if you fail to give the required notice.

6. The other party's right, if that party is a parent, to file a motion, pursuant to Section 452.377 RSMo., seeking an order to prevent relocation and an accompanying affidavit setting forth the specific good-faith factual basis for opposing the relocation within thirty days of receipt of the notice.

IT IS FURTHER ORDERED AND ADJUDGED that the parties are hereby notified that in the event of non-compliance with this order, the aggrieved party may file a verified Motion for Contempt. If custody, visitation, or third-party custody is denied or interfered with by a parent or third-party without good cause, the aggrieved person may file a family access motion with court stating the specific facts that constitute a violation of the custody provisions of the judgment of dissolution, legal separation, or judgment of paternity. The circuit clerk will provide the aggrieved party with an explanation of the procedures for filing a family access motion and a simple form for use in filing the family access motion. A family access motion

App. 28

does not require the assistance of legal counsel to prepare and file.

**ITS FURTHER ORDERED, ADJUDGED AND
DECREEED** that any law enforcement officer or sheriff shall enforce the provisions of this Parenting Plan as it is incorporated into the final order for custody and visitation unless presented with a subsequent order issued pursuant to Chapter 210, 211,452, or 455 which limits or denies custody or visitation with the minor child or unless other exigent circumstances give the sheriff or officer reasonable suspicion to believe that the child would be harmed.

**IT'S FURTHER ORDERED, ADJUDGED AND
DECREEED** that the Petitioner is not found in Contempt of Court based on the Motion filed by the Petitioner on June 18, 2020.

**IT'S FURTHER ORDERED, ADJUDGED AND
DECREEED** that the parties perform all aspects of the Parenting Plan set forth herein.

**IT'S FURTHER ORDERED, ADJUDGED AND
DECREEED** by the Court that each party pay their own attorney fees in regards to Modification.

**ITS FURTHER ORDERED, ADJUDGED AND
DECREEED** that Respondent shall pay all filing fee Court costs incurred in this action.

**ITS FURTHER ORDERED, ADJUDGED AND
DECREEED** that the Guardian Ad Litem, Shannon K. Gordon, incurred fees, which the Court finds to be fair, reasonable, and earned in the best interest of the minor child, and said total fee is \$5,850.00. Petitioner has made payment of \$2,500.00 towards her share of the Guardian Ad Litem fee, and Respondent has made payment of \$2,500.00 towards his share of the Guardian Ad Litem fee. The Guardian Ad Litem is granted a joint and several

App. 29

judgment against the parties in the amount of \$850.00. In default hereof, let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that this Judgment for Guardian Ad Litem fees is in the nature of support of a minor child under Section 523(a)(5) & (15) of the Bankruptcy Code as amended, and under Missouri Revised Statute 314.430 and Missouri Revised Statute 513.440 and shall not be dischargeable in bankruptcy. The Guardian Ad Litem is authorized to pay out to herself all sums held on deposit for said fees.

IT IS FURTHER ORDERED AND ADJUDGED that all other terms and conditions of the Judgment Decree of Dissolution of Marriage entered on September 30, 2019 shall remain in full force and effect unless they are specifically modified herein.