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09-NOV-2023
KATHY TURNER
CLERK, CIRCUIT COURT
PIKE COUNTY, MO

IN THE CIRCUIT COURT OF PIKE COUNTY, MISSOURI
FAMILY COURT DIVISION

MORGAN ELAINE GRAVER,	)	
	)	
Petitioner,	)	
	)	Cause No. 12PI-FC00120-02
vs.	)	
	)	Div No. I
DUSTIN GLENN GRAVER,	)	
	)	
Respondent.	)	

JUDGMENT AND DECREE OF MODIFICATION

COMES NOW Petitioner, Morgan Elaine Graver n/k/a Morgan Elaine Bresnahan ("Mother"), by and through Counsel, Laura Stobie, and Respondent, Dustin Glenn Graver ("Father"), by and through Counsel, Neil F. Maune, and announce settlement of this cause. Upon the pleadings and proof presented, this Court, having considered the record and the evidence adduced and entered into the record now finds:

1. The last four digits of Mother's social security number are [redacted].

2. The last four digits of Father's social security number are [redacted].

3. The initial Judgment of Dissolution of Marriage was entered on September 5, 2013.

4. The first Judgment and Decree of Modification ("Judgment") was entered on January 5, 2018.

5. On August 4, 2021, Mother filed her Motion to Modify.

6. On September 2, 2021, Father was served with Mother's Motion to Modify.

7. The Court has jurisdiction over the subject matter of this action and the parties.

8. Since the date of the Judgment and Decree of Modification on January 5, 2018, there have been changes in the circumstances of the child and a modification is necessary to serve the best interest of the minor child.

9. The changes in circumstances since the Judgment and Decree of Modification, are so substantial and continuing as to make the terms of the Judgment unreasonable regarding custody, and visitation.

10. The Court has examined the attached Parenting Plan, marked Exhibit 1, and finds that the Parenting Plan is in the best interests of the minor child and incorporates the Parenting Plan by reference.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Judgment entered January 5, 2018 is amended. The Court makes the following orders:

I. CUSTODY

Custody and visitation is modified pursuant to the terms of the Parenting Plan attached hereto as Exhibit 1. The parties are ordered to perform the terms of the Parenting Plan.

In the event of noncompliance 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 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 judgment of paternity. The circuit clerk will provide the aggrieved party with an explanation of 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.

The Court shall consider, in a proceeding to enforce or modify a permanent custody or visitation order or judgment, a party's violation, without good cause, of a provision of the parenting plan, for purpose of determining that party's ability and willingness to allow the child frequent and meaningful contact with the other party.

All law enforcement officials are hereby given the authority to enforce the custody and

visitation orders made herein.

II. RELOCATION:

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 child, 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 child;

(5) A proposal for a revised schedule of custody or visitation with the child; and

(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 the 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 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 child 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.

III. CHILD SUPPORT

No change in child support is being requested. Child support previously ordered will remain in full force and effect.

IV. ATTORNEY'S FEES

Each party is ordered to pay his or her own attorney's fees incurred in this matter.

V. COSTS

Court costs shall be paid from the court costs previously deposited by Petitioner.

VI. The prior Judgment and Decree of Modification shall remain in full force and effect except as specifically modify herein.

SO ORDERED:

_____ Dated: 11/08/2023

The Hon. James D. Beck, Judge
Pike County, Missouri

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IN THE CIRCUIT COURT OF PIKE COUNTY, MISSOURI
FAMILY COURT DIVISION

MORGAN ELAINE GRAVER,	)	
Petitioner,	)	
	)	Cause No. 12PI-FC00120-02
vs.	)	
	)	Div No. 1
DUSTIN GLENN GRAVER,	)	
Respondent.	)	

PARENTING PLAN

A. **Child subject to plan:**

a. [redacted] currently age[redacted]

B. **General Standards for Parenting:**

1. Each parent shall always keep the other parent informed of his or her actual residence address, mailing address if different, and home and work telephone numbers.

2. Each parent shall provide the other parent with a basic itinerary, destinations and telephone numbers for emergency purposes when traveling out of the area with the child within seven (7) days of traveling. Both parents shall cooperate in applying for a passport for the minor child and all renewals of such passport, including completing Form DS.3053 from the U.S. Department of State and any other requirements. Mother shall retain possession of the child's passport but shall provide it to Father upon 60 days written notice of Father taking any trip requiring the use of the passport, and Father shall return the passport to Mother's possession immediately upon his return from each such trip.

3. Each parent may make decisions regarding the day-to-day care and control of the child and in emergency affecting the health and safety of the child while the child is in the parent's temporary physical custody.

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4. Neither parent shall say or do anything in the presence or hearing of the child that would in any way diminish the child's love or affection for the other parent and shall not allow others to do so. Recognizing the needs of the child for a continuing relationship with each parent, both Father and Mother shall use their best efforts to foster the respect, love and affection of the child toward each parent and shall cooperate fully in implementing a relationship with the child that will give the child a maximum feeling of security.

5. Each parent shall have reasonable access to the child by telephone during any period in which the child is in physical custody of the other parent.

6. The parents agree to use the Talking Parents App and/or certified U.S. mail to communicate with each other - exclusively. All court related and financial communications between the parents shall occur at a time when the child is not present and, therefore, shall not occur at times of exchanges of the child or during telephone visits with the child. No information should be communicated to the child for the purposes of the child sharing information with either parent.

7. Each parent shall be responsible for keeping their own record of all school, sporting, and other special activity notices and cooperate in the child's consistent attendance at such events. Each parent shall accommodate the social and academic commitments of the child. The presence of each at such functions shall be encouraged and welcomed by the other.

8. Each parent shall advise the other of any serious illness or injury suffered by the child as soon as possible after learning of the same and shall give the other the details of said injury or illness and the name and telephone number of the attending physician, if any. Each shall direct all doctors involved in the care and treatment to give the other all information regarding any illness or injury if either requests the same. Each parent shall have access to

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medical and school records pertaining to the child and be permitted to consult independently with any and all professionals involved with the child. In the situation that the parties disagree, Mother shall have final say.

9. Each parent shall provide the other at least 24 hours' notice of any schedule change, and the parent requesting a change shall be responsible for any additional childcare and transportation that results from the change.

10. Each parent and, where appropriate, the child shall participate in any individual or family counseling recommended by this Court.

11. Either parent may at any time seek mediation on any parenting issue. If the parties are unable to agree on any legal custody issue, Mother's decision shall control until such time as the judgment is modified by the court.

C. Custody of Minor Child:

Mother shall have sole legal custody of the minor child. Mother agrees that she will only enroll the child in one sport at a time. Father shall not enroll the child in any activities without Mother's written permission in advance. Father agrees that he will ensure that the child attends his scheduled school, sports, and extracurricular activities, including practices, which occur during his periods of temporary custody and will provide transportation for the child.

The parties shall exercise joint physical custody. Mother's residence shall be the child's residence for purposes of school attendance and mailing. In the event that the parties cannot agree on specific periods of temporary custody, then Father's periods of temporary visitation shall be as follows and Mother shall have custody at all other times:

(1) Weekend: Father shall have the minor child on the third weekend of every month from Friday at 6:00 p.m. until Sunday at 6:00 p.m. This schedule shall begin on October 1, 2023

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and shall be calculated by counting to the third weekend. Father's weekend shall prevail over the Holiday and Special Days schedule.

(2) **Weekday:** Mother shall have the minor child during the weekdays.

(3) **Summer Vacation:** For his vacation period, Father shall have the minor child beginning on the Friday before Father's Day at 6:00 p.m. to the Friday after Father's Day at 6:00 p.m.

(4) **Holiday and Special Days:**

(A) Holidays and special days shall prevail over weekdays and summer vacation set forth in sub-paragraphs (2) and (3) above. Summer vacation shall prevail over weekend and weekday visitation.

(B) Mother shall have custody of on Christmas from 8:00 a.m. on the day school is released for Christmas until 8:00 p.m. on December 24, and from 6:00 p.m. and on December 26 until the school resumes; and plus Holiday Group A in even-numbered years and Holiday Group B in odd-numbered years.

(C) Father shall have custody of on Christmas from 8:00 p.m. on December 24 until 6:00 p.m. and on December 26; and plus, Holiday Group A in odd-numbered years and Holiday Group B in even-numbered years.

Holiday Group A

1. Easter: From the Friday before Easter at 6:00 p.m. through the Monday after at 8:00 a.m.
2. Independence Day (July 4th): From July 3rd at 6:00 p.m. through July 5th at 8:00 a.m.

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Holiday Group B

1. Thanksgiving Day: From the day before Thanksgiving at 6:00 p.m. through the Friday after at 8:00 a.m. from 8:00 a.m.

D. **Transportation:** Father shall be responsible for providing the transportation necessary to Troy, Missouri to pick up the child at the beginning of Father's periods of visitation and to drop off the child at the conclusion of Father's periods of visitation. If Father has not arrived to pick up the child within fifteen (15) minutes of the time the child is to be picked up, without the other parent's written agreement to the change in pick-up time, Father will forfeit that period of custody.

E. **Notice if Unavailable to Exercise Custody or Visitation:** In the event either parent cannot exercise a scheduled custody or visitation period, he or she shall so advise the other parent as early as possible, but not later than twenty-four (24) hours before the start of the custody or visitation period. If a parent anticipates that he or she may have to cancel at the last minute, they shall advise the other party, at least twenty-four (24) hours prior to the start of the period, of the possible last-minute conflict. If a parent fails to notify the other as set forth above, he or she shall be responsible for the reasonable costs incurred by the other parent.

F. **Changes to Schedule:** Both parents shall attempt to accommodate the social and academic commitments of the child. Each parent shall consider reasonable changes to the schedule when requested by a party or the child. If a significant change in the schedule is made, either parent may reduce their agreement to writing in order to confirm and document the agreement.

G. **Relocation of Residence:** Notice of a proposed relocation of the residence of the children, or any party entitled to custody or visitation of the child, shall be given in writing by

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certified mail, return receipt requested, to any party with custody or visitation rights. 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 child, 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 child; and

(5) A proposal for a revised schedule of custody or visitation with the child.

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/visitation 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 party of a relocation of the child 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.

II. **Remarriage/Cohabitation:** In the event of remarriage or cohabitation of either Father or Mother, they agree that they will make known to the new spouse or cohabitant the conditions set forth herein and that they will encourage the new spouse or cohabitant to act in accordance with the expectations set forth in this parenting plan.

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I. **Support of Minor Children:** Father shall pay to Mother the sum of $300.00 per month as and for child support for the support and education of the parties' minor child, commencing January 5, 2018. Payments shall be sent to the Family Support Payment Center, P.O. Box 109002, Jefferson City, Missouri 65110-9002.

J. **Support of Minor Child:** Mother agrees to pay 100% of the child's reasonable school, sports, and extracurricular activity expenses.

The parties represent to the Court that the child support determined in accordance with Civil Procedure Form 14, Presumed Child Support Amount Calculations Worksheet, would be unjust or inappropriate based upon the parties' agreement regarding custody and support. Mother shall have the right to claim the child as a dependent each year on her state and federal income tax returns.

K. **Medical Insurance and Expenses of Minor Child:** Mother shall provide full medical and dental insurance for the minor child through her employment benefits.

Mother shall pay 100% (to a maximum of $5,000.00 per year) of all medical and dental expenses which for any and all medical, dental, psychological, orthodontic, endodontic, root canal, prescription medication, or optical care or treatment incurred by or on behalf of the minor child to the extent that such "medical costs" are actually incurred and are not covered or otherwise not payable or reimbursable by insurance. Any such medical and dental expenses which exceed $5,000.00 per year shall be paid equally by Mother and Father.

Father may only obtain emergency medical treatment for [redacted] and shall immediately notify Mother of such emergency so that she can be present for the treatment being provided. If non-emergency medical treatment is needed for Kaden while in Father's temporary custody, Father shall contact Mother and Mother will make arrangements for the non-emergency

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treatment; Father's failure to allow Mother to make arrangements for non-emergency treatment shall result in Father being responsible for 100% of the uncovered medical and dental expenses he incurs while the child is in his care.

Medical costs shall be defined in accordance with Internal Revenue Code (1987) §213 Medical Dental, etc., Expenses or any other section enacted in replacement, In addition or substitution thereof, and/or any Internal Revenue Regulation including but not limited to §1.213-1 or any relevant Regulation enacted in replacement, in addition or substitution hereof, or any relevant Treasury Decision, Regulation or any Revenue Ruling defining those types or kinds of medical costs that are deductible under the Internal Revenue Code, and shall also include orthodontia and optical care, treatment and appliances, including, but not limited to, prescription eyeglasses or contact lenses and eye examinations conducted by an optician, optometrist, or ophthalmologist.

Each party further agrees to promptly provide the other party with copies of any insurance cards, claim forms or other documentation or information necessary for said insurance coverage. Both parties agree to cooperate fully in obtaining appropriate medical care for said child with the most comprehensive insurance coverage available and in arranging for payment of said care.

If either Mother or Father incurs a medical cost in excess of his or her obligation hereunder, he or she shall provide proof of payment, together with a copy of such bill, to the other party, who shall reimburse such party within fifteen (15) days after receipt of the proof of payment and bill. All payments made by either party to the other pursuant to this paragraph shall be a lien upon any third-party reimbursement due for such expenses. When a bill is received, parent receiving the bill is to pay his/her portion by the due date unless previously arranged and

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shall mail a copy of the bill in a timely manner to the other parent to that the other parent may make his/her payment no later than the due date given on the statement unless previously arranged. In the event Mother or Father does not make payment and the delinquent amount is turned over to a collection agency, the non-paying parent shall pay any and all attorney fees, court costs, and any other expenses incurred due to his/her non-compliance with this order.

K. Sleeping Arrangements.

Both parties agree that the minor child shall not share a bedroom with adults, nor shall the child be exposed to inappropriate behavior between adults of the opposite sex, whether on-screen or in person.

L. Pets.

Both parties agree that the child shall not be around any unrestrained pets which have previously bitten or injured anyone.

I agree to the terms set forth in this Proposed Parenting Plan.

Morgan E. Bresnahan

Morgan Graver n/k/a Bresnahan, Mother

Dustin Graver

Dustin Graver, Father

#62154

Laura H. Stobie #62154
Attorney for Petitioner

Neil F. Maune, Jr. #45505
Attorney for Respondent

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