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

KURT BERGMIRE,	)	
	)	
Petitioner,	)	Cause No. 23AB-DR00486
	)	
v.	)	Division
	)	
BOBBIE BERGMIRE,	)	
	)	
Respondent.	)	

FILED
2/1/2024
CONNIE WARD, Circuit Clerk
FRANKLIN COUNTY, MISSOURI

CONSENT ORDER

COME NOW, Petitioner and Respondent, by and through their undersigned counsel, and enter this Consent Order as follows:

1. Neither party shall harass, abuse, threaten to abuse, stalk, molest or disturb the peace of the other party, wherever they may be found.

2. Neither party shall conceal or damage any property, real or personal, owned solely by the other party or jointly with the other party.

3. Neither party shall cease payment for, or cause to be terminated, any coverage for the other party or under any policy of health, dental, vision, automobile, or disability insurance in force on the date of filing of the case unless ordered by the Court or unless consented to in writing by both parties.

4. Neither party shall shut off, cease payment for, or cause to be terminated the usual and necessary utilities being provided to the residence of either party unless ordered by the Court or unless consented to in writing by both parties.

5. Neither party shall close or borrow against any bank or investment account, certificate of deposit or IRA or retirement account, nor shall either party dissipate, sell, remove, assign, transfer, dispose of, lend, mortgage, or encumber any property of a party, real or personal, except in the ordinary course of business or for the necessary expenses of the parties' family under the circumstances unless ordered by the Court or unless consented to in writing by both parties.

6. Neither party shall incur extraordinary credit card or other debt except in the ordinary course of business or for the necessary expenses of the parties' family under the circumstances unless ordered by the Court or unless consented to in writing by both parties.

7. Neither party shall cause any financial account, credit card or line of credit to be restricted, modified, or closed unless ordered by the Court or unless consented to in writing by both parties.

8. Duration. The terms of this Order shall continue in effect until further order of the Court. Either party may request a hearing to modify this Order by motion to the Court in the division to which the case has been assigned.

9. Enforcement. Either party may request a hearing to enforce this Order by motion to the Court. Violations of this Order may constitute contempt of court and are subject to fines or other sanctions as allowed by the Court, including reimbursement of expenses or attorney's fees and costs incurred due to the violation.

10. The terms of this Order are intended simply to preserve the current situation of the parties and are not intended to impact the ultimate decision of the Court as to maintenance or property and debt division. Nothing in this Order prohibits the Court from entering other appropriate orders pending the final adjudication of the case. The terms of this Court Order shall not serve to modify, amend, or supersede any prior judgments involving the parties, including ex parte or final orders of protection which may prohibit communication between the parties.

11. Petitioner and Respondent agree that they shall exchange the following documents within the next (30) days:

A. Federal and state income tax returns including all schedules, W-2, K-1 and 1099 forms for the preceding three years;

B. Wage stubs (or other evidence of wages, tips, or salaries if wage stubs are not issued) for the three months preceding the filing of the case;

C. The three most recent statements for all bank accounts and all other accounts held jointly or individually by the parties in any brokerage firm or other financial institution;

D. The most recent benefit statement for any retirement plan, whether vested or not vested, in which a party has an interest;

E. Any appraisals of any marital or separate property conducted in the 12-month period preceding the filing of the case;

F. Credit card statements and store charges for purchases occurring during the three months preceding the filing of the case;

G. The most recent mortgage statement for any real property owned jointly or separately by the parties and copy of the deed for any such property;

H. The most recent balance statement for any existing debt owed jointly or separately by the parties; and

I. Any trust instrument and any amendments thereto under which either party is the grantor/settlor which was created during the marriage of the parties, together with a statement or list identifying all assets held in the name of such trust(s) not otherwise disclosed or listed on the statement of property.

Kurt Bergmire, Petitioner

Bobbie Bergmire, Respondent

FAMILY LAW PARTNERS

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SO ORDERED:

Mark Brinkmann

FEBRUARY 1, 2024

Date