

THE STATE OF NEW HAMPSHIRE SUPREME COURT

In the Matter of Sean Braunstein and Jericka Braunstein

Case No. 2019-0065

**Rule 7 Appeal of the Final Decision of the
6th Circuit - Family Division - Hooksett**

Brief of Respondent/Appellee, Jericka Braunstein

Respectfully Submitted

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QUESTIONS PRESENTED FOR REVIEW

1. Did the trial court err by including Mr. Braunstein's veteran's benefits as income when calculating child support?

Brief Answer

The trial court correctly included Mr. Braunstein's veteran's disability benefits as part of his income in accordance with both state and federal law when calculating child support.

2. Did the trial court err by holding a final hearing when over Appellant's objections claiming that he did not received documents required pursuant to Family Division Rule 1.25 or requested in interrogatories?

Brief Answer

The trial court did not err in holding a final hearing when over Appellant's objection claiming that he did not received documents required pursuant to Family Division Rule 1.25 or requested in interrogatories.

3. Did the trial court err in its decision concerning division of marital property?

Brief Answer

The trial court has broad discretion in determining the division of marital property and did not err division of marital property

4. Did the trial court err in its decision concerning the residential responsibility and education of the child?

Brief Answer

The trial court has broad discretion in determining residential responsibility and other issues concerning children did not err in its decision concerning residential responsibility and education of the child.

5. Did the trial court err by not submitting the case to the Complex Case Docket?

Brief Answer

The trial court did not err by not submitting the case to the Complex Case Docket. This issue is not preserved for appeal.

STATEMENT OF FACTS AND STATEMENT OF CASE

This is an appeal of the Hooksett Family Division's (Sadler, J.) final order dividing marital property, determining parenting issues, and determining child support.

On August 6, 2019 the Trial Court convened for the Final Hearing. The first issue the court considered was a Motion to Continue that Mr. Braunstein filed requesting a continuance because he asserted he had not received financial documents that Ms. Braunstein was required to provide pursuant to court rules and interrogatories that he served. The Trial Court granted the continuance as to financial issues only and held a hearing on parenting issues. Most parenting issues were settled by an agreement between the parties including a nearly equal schedule of parenting time. However, a few outstanding issues were submitted to the Trial Court. The chief parenting issue submitted to the Trial Court was where the child would attend school. This issue was decided in favor of Ms. Braunstein who was asking that the child attend public school in the district where she resided.

Ms. Braunstein was instructed to provide any outstanding discovery and the Final Hearing on financial issues was scheduled for October 29, 2019. Before the October 29, 2019 hearing Mr. Braunstein filed numerous motions attempting to have Ms. Braunstein found in contempt or defaulted. Mr. Braunstein alleged that Ms. Braunstein did not comply with court rules and did not provide financial information that he requested. These motions were denied. Mr. Braunstein submitted a Motion in Limine seeking to prevent Ms. Braunstein from testifying regarding financial matters. Mr. Braunstein also filed a memorandum arguing that he should not have to pay child support from his veteran's disability benefits. The Trial Court allowed Ms. Braunstein to testify and issued a Final Decree of Divorce dividing the marital property and requiring Mr. Braunstein to pay child support. This appeal followed with Mr. Braunstein arguing that the Trial Court made several errors in reaching its decision.

SUMMARY OF ARGUMENT

Mr. Braunstein forwards sixteen different arguments. Many of these arguments are redundant, poorly developed, or minimally briefed. In response to these arguments Appellee has consolidated Mr. Braunstein's sixteen arguments into five basic arguments. Mr. Braunstein's argument that he should not have to pay child support from his veterans' disability benefits is based on a common misunderstanding of the law. The authority he cites does not advance the position he puts forward.

The Trial Court has wide discretion when dividing marital property. While the statutes presume an approximately equal division of property statute also permits the court to consider any other factor it deems relevant in equitably distributing the parties' assets. In this matter the Trial Court divided the marital property equally and awarded Ms. Braunstein a life insurance policy. Mr. Braunstein does not agree with his former spouse being awarded the life insurance policy but does not articulate why awarding her the life insurance was not equitable or how the court abused its discretion in awarding her the life insurance policy.

The Trial Court also has wide discretion when making decisions regarding parenting rights and responsibilities. The Trial Court is guided by the best interest of the child standard. The parties reached an agreed concerning the routine parenting schedule. The parenting schedule allows each parent to have approximately equal parenting time. Again, Mr. Braunstein does not agree with Ms. Braunstein being allowed to enroll the child in her school district. Here again Mr. Braunstein does not articulate why allowing Ms. Braunstein to enroll the child in her school district is not in the child's best interest or that the Trial Court abused its discretion in reaching this decision.

The final issue before the court is whether or not this case should have been removed to the Complex Case Docket. There was never a request for this case to be placed before the Complex Case Docker. This issue was not preserved for appeal.

ARGUMENT

1. Did the trial court err by including Mr. Braunstein's veteran's benefits as income when calculating child support?

Brief Answer

The trial court correctly included Mr. Braunstein's veteran's disability benefits as part of his income in accordance with both state and federal law when calculating child support.

Mr. Braunstein's argument that his veteran's disability benefits should not be included in his income for the purpose of calculating child support is entirely based on a misunderstanding of the law. Further, Mr. Braunstein conflates the issue of using veteran's disability benefits as income when calculating child support with the issue of whether or not his veteran's disability income can be garnished by debt collectors.

It is a commonly held belief that veteran's disability benefits are "off limits" in the calculation of child support. This is not true. Some states have cases or statutes that exempt veteran's disability benefits when calculating child support. However, New Hampshire does not have any such exemption. NH RSA 458-C:2 (V) defines gross income for the purpose of calculating child support as follows:

"Gross income" means all income from any source, whether earned or unearned, including, but not limited to, wages, salary, commissions, tips, annuities, social security benefits, trust income, lottery or gambling winnings, interest, dividends, investment income, net rental income, self-employment income, alimony, business profits, pensions, bonuses, and payments from other

government programs (except public assistance programs, including aid to families with dependent children, aid to the permanently and totally disabled, supplemental security income, food stamps, and general assistance received from a county or town), including, but not limited to, workers' compensation, **veterans' benefits**, unemployment benefits, and **disability benefits** . . . (Emphasis added)

Like most states, New Hampshire includes veteran's disability benefits as income when calculating child support. The underlying reason for this is that veterans' disability benefits are compensation for the veteran's reduced earning capacity due to a service related injury. If the veteran was not disabled, he would be earning an income that would be used to calculate child support. Veteran's disability benefits replace the income the recipient would be earning if he were not disabled. Since veteran's disability benefits replace the income that would be used to calculate child support the veteran's disability benefits can be used to calculate child support. See In the Matter of Angely-Cook and Cook 51 N.H. 257, 258 (2004); In the Matter of State of New Hampshire and Taylor 153 N.H. (2006)

Mr. Braunstein correctly cited Rose v. Rose, 481 U.S. 619 (1987) for this proposition. In Rose the U.S. Supreme Court held that veteran's benefits are intended to "provide reasonable and adequate compensation for disabled veterans and their families." Since these benefits are intended to be used by the veteran to support his family they can be counted when calculating child support. The obvious reason is because the child support is being used to provide for the veteran's dependent children.

Mr. Braunstein is in a similar situation to Mr. Rose. Mr. Rose was a veteran whose sole source of income was his veterans' disability benefits. He had refused to pay his monthly child support obligation. Mr. Rose argued that he was allowed to keep these veterans' benefits for himself and was

not required to use the benefits to support his dependents. The U.S. Supreme Court reviewed the statutes and rules governing veterans' benefits payments. The Court found that "these benefits are not provided to support appellant [the veteran] alone." It went on to state that:

"Veterans' disability benefits compensate for impaired earning capacity, H. R. Rep. No. 96-1155, p.4 (1980), and are intended to 'provide reasonable and adequate compensation for disabled veterans and their families.' S. Rep. No. 98-604, p.24 (1984) (emphasis added). Additional compensation for dependents of disabled veterans is available under 38 U. S. C. 315, and in this case totaled \$90 per month for appellant's two children. But the paucity of the benefits available under 315 [now 38 U.S.C. 1115] belies any contention that Congress intended these amounts alone to provide for the support of the children of disabled veterans. Moreover, as evidenced by 3107(a)(2) [now found at 38 U.S.C. 5307], the provision for apportionment we have already discussed, Congress clearly intended veterans' disability benefits to be used, in part, for the support of veterans' dependents."

Further, the Court noted that "children may rightfully expect to derive support from a portion of their veteran parent's disability benefits." At this point, there no doubt that family support is one of the purposes for the veterans' disability benefits and it is proper for the benefits to be used to calculate child support.

Despite Mr. Braunstein's assertion that Rose v. Rose is no longer applicable the Rose decision has not been overruled or superseded by a revised statutes. The remainder of Mr. Braunstein's argument is essentially that federal law prevents veterans' disability benefits from being allocated to a third party and therefore cannot be provided to his ex-wife as child support. The trust of this argument is that Title 38, U.S. Code, Section 5301 and following provisions, was designed to protect veterans' disability benefits from being allocated to a third-party under any legal process whatsoever. This is

also not true. The U.S. Supreme Court also addressed this in Rose v. Rose. The Court made it clear that 10 U.S.C. Section 5301 (the “anti-attachment clause” in Title 38) does not apply to court orders which require a veteran to support his family. Title 38, U.S. Code, “Veterans’ Benefits,” at §5301(a)(1) states:

Payments of benefits due or to become due under any law administered by the Secretary shall not be assignable except to the **extent specifically authorized by law**, and such payments made to, or on account of, a beneficiary shall be exempt from taxation, shall be exempt from the claim of creditors, and shall not be liable to attachment, levy, or seizure by or under any legal or equitable process whatever, either before or after receipt by the beneficiary. (emphasis added)

Mr. Braunstein makes no distinction between garnishment of his veterans’ disability benefit to a third party, such as a debt collector, and apportionment of his veterans’ disability benefit to satisfy his child support obligation. Garnishment and apportionment are two different legal processes. Garnishment of Mr. Braunstein’s veterans’ disability benefit is not at issue in this case. However, once the appeal process has ended the Division of Child Support Services, who has been tasked with collecting child support from Mr. Braunstein, will likely take the necessary steps to obtain the child support obligation through an apportionment of Mr. Braunstein’s veterans’ disability benefit. In short veterans’ disability benefits can be considered as income when calculating child support and the veterans’ disability benefits can be apportioned to Mr. Braunstein’s former spouse to cover his child support obligation.

2. Did the trial court err by holding a final hearing when over Appellant's objections claiming that he did not received documents required pursuant to Family Division Rule 1.25 or requested in interrogatories?

Brief Answer

The trial court did not err holding a final hearing when over Appellant's objection claiming that he did not received documents required pursuant to Family Division Rule 1.25 or requested in interrogatories.

On August 6, 2019 the Trial Court convened for the Final Hearing in the In the Matter of Sean Braunstein and Jericka Braunstein. The first issue the court considered was a Motion to Continue that Mr. Braunstein filed requesting a continuance because he asserted he had not received financial documents that Ms. Braunstein was required to provide pursuant to court rules and interrogatories that he served. The Trial Court granted the continuance as to financial issues only and held a hearing on parenting issues. Ms. Braunstein was instructed to provide any outstanding discovery. The Final Hearing on financial issues was scheduled for October 29, 2019. Before the October 29, 2019 hearing Mr. Braunstein filed numerous motions attempting to have Ms. Braunstein found in contempt or defaulted. Mr. Braunstein alleged that Ms. Braunstein did not comply with court rules and did not provide financial information that he requested. These motions were denied. Mr. Braunstein then filed a Motion in *Limine* seeking to prevent Ms. Braunstein from testifying regarding financial matters.

The Trial Court took up the Motion in *Limine* at the beginning of the hearing. Trans. page 132, line 19. The Trial Court inquired as to what financial information had been provided and was informed that Mr. Braunstein had Ms. Braunstein's Financial Affidavit, over one year of her pay stubs,

and all tax returns. Trans. page 134, line 3. After that discussion the judge stated the following, “I’m not going to sit here and say we’re going to go through this piece-by-piece to see what is or is not included. If something -- if they try to put in something and it wasn’t included in the discovery that they provided, then you can object to it. But frankly, some of these things that were requested are just absolutely irrelevant to what we’re going to talk about, so.” Trans. page 135, line 22. The trial then proceeded in the usual fashion with only Mr. Braunstein and Ms. Braunstein providing testimony. No exhibits were entered into evidence and Mr. Braunstein’s counsel did not object to any statements made by Ms. Braunstein on the grounds that the statements could not be verified because she did not provide information they sought in discovery.

The judge correctly determined that Mr. Braunstein was requesting information that was not relevant to the proceedings. The Trial Court did not err in holding a final hearing or by allowing Ms. Braunstein to testify. Had any of the information Mr. Braunstein alleges he did not receive in discovery been relevant his counsel would have objected and the matter would have been properly addressed by the Trial Court. At no point in Mr. Braunstein’s brief does he explain exactly what documents he did not receive and how it impacted his ability to argue his case before the Trial Court. At no point during the trial did Mr. Braunstein’s counsel argue he could not proceed due to missing information. In order for an issue to be preserved for review there has to be a contemporaneous objection before the Trial Court. This Court should reject Mr. Braunstein’s arguments concerning not having documents required pursuant to Family Division Rule 1.25 or requested in interrogatories because these issues are not properly preserved for review.

3. Did the trial court err in its decision concerning division of marital property?

Brief Answer

The trial court has broad discretion in determining the division of marital property and did not err division of marital property

Mr. Braunstein arguments concerning the division of marital property are poorly developed and minimally briefed. The Trial Court divided the marital property equally between the parties. Mr. Braunstein appears to take issue with Ms. Braunstein being awarded a life insurance policy. The Trial Court has broad discretion when determining the division of marital property and its decision is not overturned on appeal unless there is an unsustainable exercise of discretion.

The division of marital property is governed by RSA 458:16-a. “Under RSA 458:16-a, the marital estate includes “*all* tangible and intangible property and assets, real or personal, belonging to either or both parties, whether title to the property is held in the name of either or both parties.” RSA 458:16-a (2004) (emphasis added). “The statute does not classify property based upon when or by whom it was acquired, but rather assumes that all property is susceptible to division.” In the Matter of Crowe & Crowe, 148 N.H. 218, 221 (2002). Further, RSA 458:16-a, II grants the trial court the authority to equitably divide the marital estate: “When a dissolution of a marriage is decreed, the [trial] court may order an equitable division of property between the parties.” RSA 458:16-a, II. The statute requires the court to “presume that an equal division is an equitable distribution of property.” *Id.* This Court has previously “interpreted the statute to require that, [a]bsent special circumstances, the court

must make the distribution as equal as possible.” In the Matter of Sarvela & Sarvela, 154 N.H. 426, 430 (2006).

Mr. Braunstein does not contend that the property was not equally or equitably divided. He simply contends that it was an error for Ms. Braunstein to be awarded the life insurance policy. Mr. Braunstein categorizes Ms. Braunstein being awarded the life insurance policy as an error simply because he does not agree with this decision. It is not a legal error for the Trial Court to award one party an item of property that the other party desires. Awarding property to one party when both parties desire the property is the basic function of the Trial Court. In order for this Court to determine that Ms. Braunstein was erroneously awarded the life insurance policy Mr. Braunstein must assert that the decision was unsustainable based on the facts in the record. He makes no such assertion he simply claims he should have been awarded one-half of the value of the life insurance policy. Mr. Braunstein ignores how all the other property was divided and narrowly looks at the value of the life insurance policy and claims he should have been awarded one-half of its value. The Trial Court could have conceivably divided the value of the life insurance policy between the parties. However, the Trial Court’s decision to not divide the value of the life insurance between the parties is in no way an error nor does it render the property division inequitable

4. Did the trial court err in its decision concerning the residential responsibility and education of the child?

Brief Answer

The trial court has broad discretion in determining residential responsibility and other issues concerning children did not err in its decision concerning residential responsibility and education of the child.

Mr. Braunstein contends that the Trial Court made certain errors in reaching its temporary orders. Mr. Braunstein's arguments concerning temporary orders are moot as they are no longer in effect. The routine schedule in the final parenting plan was entered into by an agreement of the parties and does not appear to be an issue that Mr. Braunstein seeks to appeal.

The chief parenting issue submitted to the Trial Court was where the child would attend school. In August 13, 2018 Order the Trial Court decided in favor of Ms. Braunstein who was asking that the child attend public school in the Pembroke School District. At the time of the final hearing Mr. Braunstein's residence was in foreclosure and the Hooksett School District, where he resided, only offered half-day kindergarten. Ms. Braunstein requested that the child be enrolled in the Pembroke School District that offered an all-day kindergarten. When the matter was pending before the Trial Court the child was enrolled in a private daycare/kindergarten in Goffstown. The parents paid tuition for the child to attend this school.

Mr. Braunstein disagreed with this decision and the child remained in the private kindergarten that she had been attending and the parties paid for the cost of the tuition. Mr. Braunstein mentions that he had to pay tuition and child support. However, the tuition would not have needed to be paid if

the child was enrolled in the all-day kindergarten program for the Pembroke school district as ordered by the Trial Court.

The standard of review on appeal affords the Trial Court wide discretion in matters involving parenting. In the Matter of Kosek and Kosek, 151 N.H. 722, 724 (2005). It is not this Court's role to decide these matters rather the role of this Court is to decide whether the determination made by the trial court can be upheld. Chandler v. Bishop, 142 N.H. 404, 410 (1997) This Court applies the unsustainable exercise of discretion standard, meaning that the Court "review[s] only whether the record establishes an objective basis sufficient to sustain the discretionary judgment made . . . [and] will not disturb the trial court's determination if it could be reasonably made' In the Matter of Choy and Choy, 154 N.H. 707, 713 (2007).

Accordingly, the Trial Court did not err by ordering that the child would be enrolled in the Pembroke School District. The record establishes that Pembroke had an all-day kindergarten program and that Mr. Braunstein's home was in foreclosure. Either fact creates a sufficient reason to sustain the discretion of the trial court when it made the determination that the child should be enrolled in the Pembroke School District.

5. Did the trial court err by not submitting the case to the Complex Case Docket?

Brief Answer

The trial court did not err by not submitting the case to the Complex Case Docket. This issue is not preserved for appeal.

At no point during the proceedings before the Trial Court did Mr. Braunstein request that the case be placed on the Complex Case Docket. Other than Mr. Braunstein's unwillingness to compromise nothing about this case was unusually complex. This issue was not preserved for appeal as the Trial Court did not have an opportunity to consider putting the case on the Complex Case Docket.

CONCLUSION

WHEREFORE, Ms. Braunstein respectfully requests that this Court affirm the trial court's rulings.

Respectfully submitted,

Jericka Braunstein
By her Attorney,
Anthony Santoro, Esq.

October 15, 2019
Date

Anthony Santoro, Esq.
Anthony Santoro, Esq.
NH Bar 15167
Granite State Legal Resources
64 North State Street, Suite 5
Concord, NH 03301
603-545-1575

REQUEST FOR ORAL ARGUMENT

Respondent/Appellee believes that oral argument is not necessary, but if scheduled, Anthony Santoro, Esq. will argue.

October 15, 2019
Date

Anthony Santoro, Esq.
Anthony Santoro, Esq.

CERTIFICATE OF SERVICE

I, hereby certify that I have this date forwarded a copy of the foregoing to:

Sean Braunstein 56 Post Rd. Hooksett, NH 03106	Deborah Mulcrone, Esq 50 Bridge St Ste 103 Manchester, NH 03101
--	---

October 15, 2019
Date

Anthony Santoro, Esq.
Anthony Santoro, Esq.

APPENDIX

1. Notice of Decision, dated August 13, 2018, and In the Matter of Sean Braunstein and Jericka Braunstein, 6th Circuit – Family Division - Hooksett, Case No. 647-2017-DM-00081.
2. Notice of Decision, dated November 21, 2018, and In the Matter of Sean Braunstein and Jericka Braunstein, 6th Circuit – Family Division - Hooksett, Case No. 647-2017-DM-00081.

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

6th Circuit - Family Division - Hooksett
101 Merrimack Street
Hooksett NH 03106

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<http://www.courts.state.nh.us>

NOTICE OF DECISION

**ANTHONY SANTORO, II, ESQ
GRANITE STATE LEGAL RESOURCES
64 N STATE ST STE 5
CONCORD NH 03301**

Case Name: **In the Matter of Sean Braunstein and Jericka Braunstein**
Case Number: **647-2017-DM-00081**

Enclosed please find a copy of the Court's Order dated August 09, 2018 relative to:
Order on Final Parenting Plan

August 13, 2018

Nancy E. Ringland
Clerk of Court

(169)

C: Sean Braunstein; Deborah Mulcrone, ESQ; Division of Child Support

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

Merrimack County

6th Circuit – Family Division -
Hooksett

SEAN BRAUNSTEIN and JERICKA BRAUNSTEIN

Docket # 647-2017-DM-81

ORDER ON FINAL PARENTING PLAN

The court bifurcated the final divorce hearing to address parenting issues in the first instance over the course of two days: August 6, 2018 and the afternoon of August 8, 2018. Both parties appeared with counsel and the GAL appeared as well. A significant part of the time of August 6th was used by the parties to see if they could reach an agreement on all parenting issues which were not agreed upon in mediation. Limited issues discussed at the hearing shall be addressed below.

The parties have in fact submitted two partial stipulations in regard to the parenting plan. Stipulation #1 was signed by the parties after mediation (index #75) and one was signed by the parties after their discussions on August 6th (index #76). The agreements in those plans are adopted and ordered with this Order serving as a supplement.

Easter holiday:

Sean would prefer the parents alternate years of having Rowyn in their care instead of sharing the holiday as is being done now. Sean's rational is that he wants to be able to have Rowyn for the day so he can travel to be with family in Connecticut; if he had to return Rowyn after only a few hours then travel out of state is difficult. He argued that because the Easter holiday is always on a Sunday then the parents can plan their activities accordingly in respect to travel arrangements.

Jericka would like to continue the routine and share the holiday with one parent having the overnight before Easter and exchanging Rowyn at around 11am that day. This allows each parent to share the day with Rowyn.

The GAL did not express an opinion either way on this particular issue.

The court agrees with Sean and will allow each parent a full day with Rowyn on Easter. Sean shall have his Easter holiday start in even years and Jericka can enjoy the full holiday in odd years. If the holiday does not fall on that parent's time according to the regular routine then Easter shall start at 9am that day and end at 9am on Monday. This will allow for the parents to spend time with Rowyn and other family without breaking up the day.

Right of first refusal:

The parents have a dispute not only on this issue but the "right" of a household member to be considered as a caregiver instead of a parent under a certain time frame. Generally it is presumed both parents will be employed for a standard amount of time for which the child(ren) would attend day or other child care. In this case Sean is not employed so he has flexibility in his ability to care for Rowyn that some parents cannot enjoy. Sean would like to have the right of first refusal if Jericka is to be away from Rowyn for more than 4 hours.

Jericka wants her significant other Jesse to essentially care for Rowyn at all times she is not available as he is a household member. This is not fair to Sean or Jesse. The court points to the testimony from Jericka that if she is working and the child is ill and needs to be taken from her daycare or school, she would call Jesse in the first instance to see if he could adjust his work to care for Rowyn. This ignores the fact that Rowyn's *father* is readily available to pick up and care for his child.

The court orders: If a parent requires child care for a period reasonably expected to last longer than 6 hours-excluding a parent's work schedule, then the other parent shall be offered the opportunity to parent the child. This section does not apply to regularly scheduled day care. Also if a child is sick and the other parent is unavailable to care for the child for any length of time due to work or other obligation, the other parent shall be allowed to care for the child until the other parent with routine parenting time is available.

Kindergarten/school designation:

Sean resides in Hooksett but his home is currently in foreclosure. Sean believes he will be able to resolve the foreclosure issue and even if he cannot he believes he will remain in Hooksett. Jericka resides in Pembroke. While she indicated she may move in the future in order to buy a home she did not rule out remaining in Pembroke. Rowyn currently attends daycare in Goffstown and has been with this program for a while. The program costs money but there is a discount that can be applied in certain circumstances.

There is an all-day kindergarten program in Pembroke; there is a half-day program in Hooksett. Both programs are free of charge. Sean believes the program in Hooksett may be going to full time in 2019.

The court finds a full day program for Rowyn has advantages: socialization and consistency so she does not have to be in alternative child care after her program. Rowyn is already in a full day program so the adjustment would be slight if any. Therefore Rowyn will attend kindergarten in Pembroke.

Communication:

Sean wishes to continue communication via the Our Family Wizard Program in addition to using text, email or calls in more time sensitive situations. He indicated the program was helpful for tracking schedules for Rowyn and for routine communication. Currently the program is free because of Sean's military service.

Jericka would like to stick to traditional forms of communication: text, email or calling in respect to Rowyn and the schedule. She would be open to a shared calendar but does not find Our Family Wizard helpful or user friendly.

The GAL believes the parents should have a shared calendar to track activities and appointments for Rowyn.

The court finds the parents need some sort of neutral communication device to track Rowyn's schedule but also for the parents to be able to communicate on routine matters related to Rowyn. This does not mean the parents cannot communicate regarding Rowyn using traditional methods however a central program to track events, etc would be useful. If the parties agree on a program other than Our Family Wizard they are free to use such by written agreement. The program should not be used in regard to information about the other parent.

Parenting classes for Jericka:

Sean and the GAL believe parenting classes can be useful to help the parents communicate and understand the effect of their new lives on Rowyn. Jericka has a significant other in her life who is the father of her young son. The GAL indicated the parties tried co-parent counseling but it had limited success.

Jericka disputes needing parenting classes and indicated that between her finances and her schedule attending classes would be problematic. She testified she has discussed parenting issues with her counselor including a step-parent relationship. She is not currently attending counseling sessions.

Jericka is required to attend the Child Impact Seminar. A notice of non-compliance was sent to both parties in January 2018 and Sean filed, and was granted, a Motion to Waive. The court does not see an indication in the file that Jericka either attended the seminar or was granted a waiver. If she has not been granted a waiver the court orders she attend the seminar within 60 days.

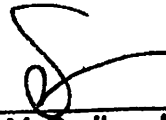
All other orders not inconsistent remain in full force and effect.

The parties requested 3 hours for a hearing on financial issues. The matter is therefore scheduled for October 29, 2018 at 1pm for three hours.

So Ordered.



Date



Lucinda V. Sadler, Judge

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

6th Circuit - Family Division - Hooksett
101 Merrimack Street
Hooksett NH 03106

Telephone: 1-855-212-1234
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NOTICE OF DECISION

**ANTHONY SANTORO, II, ESQ
GRANITE STATE LEGAL RESOURCES
64 N STATE ST STE 5
CONCORD NH 03301**

Case Name: **In the Matter of Sean Braunstein and Jericka Braunstein**
Case Number: **647-2017-DM-00081**

Enclosed please find a copy of the Court's Order dated November 19, 2018 relative to:

**Order
Final Decree
Uniform Support Order
Child Support Guidelines Worksheet**

Any party obligated to pay child support is advised that it is his/her responsibility to keep the Court (and the Division of Human Services if appropriate) advised of his/her current mailing address in writing, until such time as support payments are terminated.

It will cost \$40.00 for a certified copy of your decree.

This matter will become final on 12/22/2018 known as the Judgment Day, if no objections or appeals are filed. Objections must be filed with this court within 10 days of the date of the Notice of Decision, appeals to the Supreme Court within 30 days.

November 21, 2018

Nancy E. Ringland
Clerk of Court

(169)

C: Deborah Mulcrone, ESQ; Division of Child Support; Robert D. Hunt, ESQ

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

Merrimack County

6th Circuit – Family Division -
Hooksett

SEAN BRAUNSTEIN and JERICKA BRAUNSTEIN

Docket # 647-2017-DM-81

ORDER

On October 29, 2018 the parties appeared, with counsel, for a final hearing on the financial issues in their divorce. After a review of the evidence and as much of the case file necessary for this order, the court finds and rules as follows on each of the disputed issues:

Child Support:

Sean does not believe he should pay child support because he pays for some extracurricular and other expenses. In the alternative he argued he should be entitled a downward deviation based on the statute considerations regarding financial obligations and parenting schedule.

According to the temporary Uniform Support Order (USO) Sean was to pay Jericka \$57 per week in support of their daughter Rowyn (age 5). This amount was determined after a downward deviation was applied due to the parenting schedule (approximately equal) and the parents sharing the cost of pre-school and extracurricular activities. In respect to pre-school the court specifically stated "if one party removes Rowyn from daycare for non-medical reasons that parent shall be responsible for paying the additional pre-school cost, if any"¹.

Sean is not employed: he described himself as medically retired and disabled. He receives veteran's disability income, Social Security Disability Income and federal benefits. According to his financial affidavit² filed on the date of the hearing, Sean receives approximately \$5000 each month in income from these sources. Sean provided the court with a Memorandum of Law³ regarding his income and arguing it does not qualify for inclusion in child support. The court disagrees and finds under the statutory definition of income⁴ all amounts should be included. Sean also argued Jericka is voluntarily underemployed based on her leaving a higher paying position at Tuckers and taking a lower paying position and working part-time. He argued in the past she has been able to earn almost \$60,000 annually and now earns less than half that amount. Sean proposes the court not obligate him to pay child support and he will continue to pay for all extracurricular expenses.⁵

Sean also argued that it is not an equally shared parenting schedule because he believes he has care of Rowyn 60-70% of the time. This may be due to his taking Rowyn out of daycare without legitimate

¹ USO, index #29, ¶ 21.

² index #107

³ index #105

⁴ See NH RSA 458-C: 2

⁵ He testified he spends \$800 on extra-curricular expenses for Rowyn.

reason except to spend additional time with her. He shall not do so as the child should not be removed from daycare for non-medical reasons. The court finds the parents share parenting equally.

Jericka believes the court should calculate the child support obligation for each parent and then offset those amounts to calculate Sean's child support obligation. She testified she is not voluntarily underemployed. She indicated she has reduced hours based on a medical issues including three dissected arteries, arthritis and a surgical requirement. She stated these issues affect her ability to work. She also has reduced her hours to reduce her stress and try to prevent further illness.

Jericka argued the court should order child support with a downward deviation based on the shared parenting schedule and have Sean's obligation enforced because he has not paid child support as currently ordered. She challenges Sean's testimony that he pays \$800 per month in extra-curricular expenses for Rowyn as they current split her education and extra-curricular costs. She stated she was never told he was putting expenses for Rowyn on the Our Family Wizard program so she did not believe there were any bills presented to her for reimbursement. She testified Sean told her he would pay all these expenses so he would not have to pay child support.

Jericka wants the court to institute a child support order and have the parents split the cost of any extracurricular activities. If the parents don't agree on an activity then the parent proposing the activity has to pay the full expense.

When the parents have an equal or approximately equal parenting schedule that alone cannot form the basis for a downward deviation in a child support obligation.⁶ The statute states, in pertinent part:

"In considering requests for adjustments to the application of the child support guidelines based on the parenting schedule, the court may consider the following factors:

(A) Whether, in cases of equal or approximately equal residential responsibility, the parties have agreed to the specific apportionment of variable expenses for the children, including but not limited to education, school supplies, day care, after school, vacation and summer care, extracurricular activities, clothing, health insurance costs and uninsured health costs, and other child-related expenses.

(B) Whether the obligor parent has established that the equal or approximately equal residential responsibility will result in a reduction of any of the fixed costs of child rearing incurred by the obligee parent.

(C) Whether the income of the lower earning parent enables that parent to meet the costs of child rearing in a similar or approximately equal style to that of the other parent."⁷

In the temporary support order⁸, issued in January 2018, Sean was obligated to pay Jericka \$57 per week in support of Rowyn. The court issued that order after applying a downward deviation based on the parenting schedule, the shared cost of pre-school and sharing extra-curricular activity expenses.

⁶ See NH RSA 458-C: 5 I (h) 1

⁷ NH RSA 458-C: 5 I (h) 2

⁸ Index #29

Sean lists five people living in the home so there are three others not counting him and Rowyn. Sean admittedly has not been paying the mortgage on the former marital home and even without that expense he lists expenses of over \$5000 per month. He lists over \$800 in expenses for Rowyn including daycare, tuition and lessons, clothing, sports and camps, lunches and supplies. Jericka lists about \$350 in expenses for Rowyn in respect to these same categories but does not have an expense listed for tuition and camps⁹. The disparity in daycare could be attributed to Jericka receiving assistance with her part of that expense.

The court is obligating Sean to pay child support but will grant a downward deviation based on the shared parenting schedule and the shared expense of pre-school and daycare. The court does not find either parent has a reduction in their fixed costs due to the parenting schedule. However the court does find Sean has additional support in meeting his expenses which is not available to Jericka at this time. The court also does not find her voluntarily underemployed based on the credible evidence submitted at the final hearing. Thus the court finds Jericka does not have the ability based on her income and lack of additional support to raise Rowyn in a style similar to that of Sean.

See Final Uniform Support Order

Life Insurance:

According to Sean there are three policies in place at this time: (1) a VA policy of \$400,000. This is a term policy with no cash value, (2) a Department of Defense policy of \$44,000. This is also a term policy with no cash value, and (3) a State Farm policy on Jericka's life of \$395,000 with a cash value of \$2512.00 (currently). The first two policies are for the benefit of Rowyn with Jericka as the trustee beneficiary. The third policy has Rowyn as a 50% beneficiary. Jericka wants this policy to be in her possession. Sean does not agree as he believes Jericka will let the policy lapse as she has done this before and it causes the cash value to decrease.

Jericka indicated she had trouble making full payment for the State Farm policy but was in contact with them and is making minimum payments as they allow. She does not intend to have the policy lapse. She also argued Sean only pays the minimum amount.

The court finds Jericka should have possession and control of the State Farm policy. She shall pay as required to keep the policy in good standing. Sean shall be designated as the trustee beneficiary for Rowyn's 50% share of the proceeds of the policy. The policy shall remain in good standing at least until Rowyn reaches the age of 18 years.

Sean is awarded possession of the other two policies. Jericka shall remain as trustee beneficiary for any interest Rowyn has in the policies. The policies shall remain in good standing at least until Rowyn reaches the age of 18 years.

Each party shall give the other updates on an annual basis (on or around 12/31 each year) to document that the policies remain in full force and effect and there has been no diminution in value.

⁹ See her financial affidavit at Index #108

Furniture and Personal Property:

The parties have been separated for a while so they have already fairly divided the furniture.

There was one item under discussion at the final hearing: a gold bracelet given to Sean by his mother-in-law. Sean testified he received the bracelet as a gift upon his graduation. He understood the bracelet was made from a section of a broken necklace formerly owned by Jericka's step-father which was made into a bracelet. Sean wants to retain the bracelet because he always felt close to his mother-in-law and it was a gift from her.

Jericka indicated she had spoken to her mother about the bracelet as recently as a week or so before the final hearing. According to Jericka her mother does not recall why Sean was given the bracelet, she asked him to return it but he declined and her mother denies it was a graduation present. Jericka indicated the bracelet has a lot of sentimental value and the family would like it to remain with them in light of the parties' divorce. She does not seek return of the bracelet to herself; she seeks to have it returned to her mother.

The fact remains this was a gift given to Sean and there is no evidence that it was given with conditions attached. Regardless of the reason given the court finds it is a gift and unless Sean is willing to return it to his former mother-in-law it is his to keep.

Jericka has also asked for additional items of Rowyn's which may remain at the former marital home. To the extent the items still exist Jericka is awarded the items.

Other financial assets:

The USAA account still exists as a joint account. Sean would like the account to stay open; Jericka wants it closed.

The court orders the parties to determine the balance in the account as of the date of this final order and to divide the balance equally. The account can remain open after that and Jericka will cooperate with completing any documents necessary to have her name removed from the account.

If there is any joint tax filing for 2018 and the parties receive a refund the refund shall be shared equally between them.

Business interests of the parties:

The parties owned a business together which no longer operates. The business went through a bankruptcy proceeding so most if not all of the debts should have been extinguished. There is a debt associated with the former business for tax preparation fees. There is also an existing business account with some funds in it; around \$215 dollars. These funds shall be used to pay the tax preparer.

There may be a carryover loss from tax filings with the IRS. To the extent they are able to do so under Federal rules, laws and regulations each party shall be allowed to utilize up to 50% of that carry over loss.

Marital home:

Sean currently occupies the former marital home at 56 Post Road in Hooksett, NH. He has been trying to secure a mortgage modification so he can remain in the home. He wants Jericka to cooperate with the process as he believes she caused him to lose final approval for the modification in May 2018. He wants her held responsible for any additional fees he incurs based on the lack of modification from May. He stated he needs her to sign a quitclaim deed so he can get final approval and remove her name from the debt on the home. Because of the amount of time involved in the process and the non-payment of ongoing obligations the home is in foreclosure and due to be sold at auction.

Sean testified he talked to Jericka about the modification and believes she does not want him to remain in the home so she is blocking the modification. She also told him she does not want to be liable on any new debt he incurs by the modification. He stated he believes the modification is still available to him because it is a VA loan.

Jericka testified she contacted the Bank of America (the mortgage holder) and they indicated the loan was now held by Carrington Mortgage. She also learned Sean had not paid the mortgage for many months. When Sean requested the quitclaim deed she didn't sign it because she thought there may be additional liens on the home and she wanted to see if she could afford the home. She indicated she offered a quitclaim at one point but Sean refused stating he had lost the modification as the program he applied for was no longer available. Upon checking Carrington indicated that program was never available to Sean. She stated further no documents have ever been provided to her from Sean or the bank until she saw Sean's proposed exhibits in this case and saw an agreement of some sort. Jericka indicated her constant concern in this regard is reaffirming the debt that was discharged in bankruptcy. She stated that if she is not held responsible in any way for any debt associated with the home Sean can have it but don't want to reaffirm a discharged debt, don't want to be associated with any loan on the home (in case Sean stops paying again) and she doesn't want to be included on a modification as it affects her credit.

Sean shall be awarded the exclusive use and occupancy of the former marital home. He shall refinance or modify the mortgage within 120 days of the date of the notice of this decision or the home shall be placed on the market for sale. Jericka shall cooperate with any requirements *directed to her from any financial institution working with Sean on the loan modification or refinancing. Sean shall sign all necessary documents so that the loan institutions can talk directly to Jericka.* Jericka does not trust that Sean is disclosing all information to her so she shall be able to deal with the loan institutions directly.

The court denies Sean's request to have Jericka pay any fees associated with any purported delays in the modification process. There is insufficient evidence to hold her strictly liable for any lost opportunity in May 2018.

Miscellaneous:

Sean agrees to split the 2017 tax refund with Jericka on an equal basis. Once received the other party shall be given their share as soon as possible.

Contempt: Jericka filed a Motion for Contempt¹⁰ in regard to Sean's non-payment of child support. That request is granted as the evidence establishes Sean failed to pay child support in violation of the court order without just cause. Jericka's counsel shall file an affidavit of fees associated with this issue only. After a review the court will order Sean to pay reasonable attorney's fees as a sanction.

IN THE EVENT OF AN APPEAL OF THIS ORDER TO THE NEW HAMPSHIRE SUPREME COURT
THIS ORDER WILL ACT AS A TEMPORARY ORDER UNTIL THE APPEAL IS RESOLVED.

So Ordered.

Date

11/19/18



Lucinda V. Sadler, Judge

¹⁰ Index #94.

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH**

<http://www.courts.state.nh.us>

Court Name: 6th Circuit - Family Division - Hooksett

Case Name: Sean Braunstein and Jericka Braunstein

Case Number: 647-2016-DM-0081
(if known)

**FINAL DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION,
OR CIVIL UNION DISSOLUTION**

This decree is (choose one):

- ☐ Agreed to by Parties ☐ Proposed By _____
- ☒ Ordered by the Court after hearing on 10/29/2018 at which ☒ petitioner ☒ respondent appeared.

1. **Type of Case:** (Choose Divorce, Legal Separation or Civil Union Dissolution)

☒ **DIVORCE:**

A decree of divorce is granted to the ☐ petitioner ☐ respondent ☒ parties based on:

☒ Irreconcilable differences that have caused the irremediable breakdown of the marriage; or

☐ Grounds stated in the petition. Cross petition, if any, is dismissed.

☐ **LEGAL SEPARATION:**

A decree of legal separation is granted to ☐ petitioner ☐ respondent ☐ parties based on:

☐ Irreconcilable differences that have caused the irremediable breakdown of the marriage; or

☐ Grounds stated in the petition. Cross petition, if any, is dismissed.

☐ **CIVIL UNION DISSOLUTION:**

A decree of civil union dissolution is granted to ☐ petitioner ☐ respondent ☐ parties based on:

☐ Irreconcilable differences that have caused the irremediable breakdown of the civil union;
or

☐ Grounds stated in the petition. Cross petition, if any, is dismissed.

2. **Parenting Plan and Uniform Support Order** ☐ N/A

☒ See attached Parenting Plan and Uniform Support Order

3. **Dependents** ☐ N/A

☒ The parties shall claim the minor child(ren) and/or other qualifying relative as dependent(s) for all income tax purposes, in the following manner:

☒ Petitioner, if otherwise qualified under federal/state law, shall be entitled to claim

Rowyn

as tax dependent(s) for ☐ all years ☒ even years ☐ odd years ☐ other

☒ Respondent, if otherwise qualified under federal/state law, shall be entitled to claim

Rowyn

as tax dependent(s) for ☐ all years ☐ even years ☒ odd years ☐ other

☒ A parent may only claim a child as a dependent if that parent is current on child support for the applicable tax year.

Case Name: Sean Braunstein and Jericka Braunstein

Case Number: 647-2016-DM-0081

FINAL DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION, OR CIVIL UNION DISSOLUTION

4. OPTIONAL: Post-Secondary Educational Expenses

☒ N/A

IMPORTANT NOTE: The court cannot order parties to pay for college or other educational expenses beyond the completion of high school unless BOTH parties agree. However, if the parties agree to contribute to these expenses by checking the boxes in Section 4, below, this agreement will become an enforceable order of the court.

- ☐ The parties agree to contributions to college or other educational expenses beyond the completion of high school in the following manner:

Type of contribution (check all that apply):

- ☐ Contributions to an account by ☐ Petitioner ☐ Respondent ☐ Both

(Specify the amount and frequency of contributions and account information. Also specify what will happen to the contributions in the event the child does not incur post-secondary educational expenses):

- ☐ Contribution of an asset:

(Specify the account or other asset being contributed and its current balance or value. If an asset is identified specify how the asset will be used. Also specify what will happen to the contributions in the event the child does not incur post-secondary educational expenses):

- ☐ Payments shall be made as post-secondary education expenses are incurred. Payments shall be made by ☐ Petitioner ☐ Respondent ☐ Both

(Specify amount to be paid by each party or the percentage or other formula agreed upon to determine the post-secondary education expense obligation agreed to by the parties):

Select one of the following:

- ☐ Both parties agree that this post-secondary educational expense agreement IS modifiable based on a substantial change in circumstances that was not foreseeable when the agreement was signed.

- ☐ Both parties agree that this post-secondary education expense agreement is NOT modifiable and the specific dollar amount to be contributed by either or both parents is set forth above.

Note: Before any court hearing to modify or enforce the agreement described above, the parties shall participate in mediation.

5. Guardian ad Litem Fees

☐ N/A

- ☒ See Order on Appointment of Guardian ad Litem

- ☐ Other: _____

6. Alimony

☒ N/A

- ☐ _____ shall pay the sum of \$ _____ per _____ as alimony.

This obligation shall terminate: _____

See attached Uniform Support Order.

Case Name: Sean Braunstein and Jericka Braunstein

Case Number: 647-2016-DM-0081

FINAL DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION, OR CIVIL UNION DISSOLUTION

7. Health Insurance for Spouse

☒ N/A

- ☐ The continuation of _____ employer-sponsored group medical health insurance benefits on behalf of _____ shall be governed by RSA 415:18, VII-b, COBRA, or other applicable law. The following additional provisions, if any, apply:
- _____
- _____
- _____

- ☐ _____ shall maintain health insurance for the benefit of _____. This obligation shall terminate: _____

- ☐ _____ shall maintain dental insurance for the benefit of _____. This obligation shall terminate: _____

- ☐ _____ shall be responsible for payment of the premiums.

This obligation shall terminate: _____

- ☒ Each party shall be responsible for his/her own medical and dental insurance and for paying all of his/her own unreimbursed medical, dental, optical, and other expenses not otherwise covered by insurance.

8. Life Insurance

☐ N/A

- ☐ Each party is awarded any and all life insurance policies owned by that party, free and clear of any right, title, or interest of the other.

- ☐ _____ shall maintain a life insurance policy in the minimum amount of \$ _____ designating _____ as trustee for the benefit of the child(ren). This obligation shall continue as long as the insured is obligated to pay support.

- ☒ Other:

See narrative order

9. Motor Vehicles

☐ N/A

- ☒ Each party is awarded the vehicles in his/her name or possession, free of any right, title or interest of the other.

- ☐ _____ is awarded the _____ free and clear of any interest of _____

- ☐ _____ is awarded the _____ free and clear of any interest of _____

- ☒ Each party shall be responsible for all expenses as to his/her vehicles, including car payments, maintenance, registration and insurance.

Case Name: Sean Braunstein and Jericka Braunstein

Case Number: 647-2016-DM-0081

FINAL DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION, OR CIVIL UNION DISSOLUTION

10. Furniture and Other Personal Property

☐ N/A

☒ The parties have already fairly divided between themselves their household furniture, furnishings and all other tangible property (other than as specifically set forth below), and each party is awarded that property currently in his/her possession, free and clear of any interest of the other.

☒ Petitioner is awarded the following specific items of personal property:
see narrative order

☐ Respondent is awarded the following specific items of personal property:

11. Retirement Plans and Other Tax-Deferred Assets

☐ N/A

☒ Each party is awarded any interest in any pension, retirement, 401(k), IRA, or other retirement account that s/he may have and as shown on his/her respective financial affidavits free and clear of any interest of the other.

☐ _____ is awarded one-half of _____'s
IRA and/or 401(k) as of the date of this decree.

☐ _____ is awarded one-half of _____'s
pension plan which accrued between the date of the marriage or civil union and the date of the filing of the petition for divorce, legal separation, or dissolution pursuant to the Hodgins
formula. Subject to the above distribution, _____
is awarded all other right, title, and interest in his/her pension plan, free of any further interest
of _____

☐ A Qualified Domestic Relations Order (QDRO) shall be prepared by _____
within a reasonable period of time from the date of this decree and filed with the Court for
approval.

☐ Other:

12. Other Financial Assets

☐ N/A

☐ The parties are awarded their respective checking and/or savings bank accounts, credit union accounts, certificates of deposits and the like, and all similar accounts as shown on their individual financial affidavits filed with the court.

☐ Petitioner is awarded the following bank accounts, stocks, bonds, mutual funds or other intangible personal property:

☐ Respondent is awarded the following bank accounts, stocks, bonds, mutual funds or other intangible personal property:

Case Name: Sean Braunstein and Jericka Braunstein

Case Number: 647-2016-DM-0081

FINAL DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION, OR CIVIL UNION DISSOLUTION

☒ Other:
see narrative order

13. Business Interests of the Parties

☐ N/A

☐ _____ is awarded all right, title, and interest in the business known as _____ free of any claim or interest of the other party.

_____ shall be solely responsible for all debts of the business and shall be entitled to receive all profits from the business.

_____ shall transfer all property interest and stock to _____ forthwith and shall resign as an officer or director in the business forthwith.

☒ Other:
see narrative order

14. Division of Debt

☐ N/A

☒ The parties shall each be responsible for any debt they have incurred after the date of separation, holding each other harmless of the same.

☐ The parties' joint marital/civil union debt shall be divided as follows:

Petitioner shall assume and be solely responsible for the following marital/civil union debts and obligations incurred during the marriage/civil union:

Respondent shall assume and be solely responsible for the following marital/civil union debts and obligations incurred during the marriage/civil union:

15. Marital/Civil Union Home

☐ N/A

☐ _____ is awarded all right, title and interest in the real estate located at: _____ free of any right, title or interest of the other party.

_____ shall be responsible for the payment of the mortgage, insurance, and real estate taxes for this property and all expenses for this property.

☐ _____ shall refinance the mortgage on the home so as to remove the other party's name from the mortgage by _____ or the home will be placed on the market and sold.

☐ The marital/civil union home shall be sold and, upon sale, the net proceeds shall be divided equally between the parties.

Case Name: Sean Braunstein and Jericka Braunstein

Case Number: 647-2016-DM-0081

FINAL DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION, OR CIVIL UNION DISSOLUTION

☒ Other:
see narrative order

16. Other Real Property

☒ N/A

☐ The real estate located at _____ is awarded to _____, free of any right, title or interest of the other party.

_____ shall be responsible for the payment of the mortgage, insurance, and real estate taxes for this property and all expenses for this property.

☐ Other:

17. Enforceability after Death

☐ N/A

☒ The terms of this decree shall be a charge against each party's estate.

18. Signing of Documents

☐ N/A

☒ Each party shall, within thirty (30) days, sign and deliver to the other party any document or paper that is needed to fulfill or accomplish the terms of this decree.

19. Restraining Order

☒ N/A

☐ _____ is restrained and enjoined from entering the home or the place of employment of the other party, and from harassing, intimidating or threatening the other party or his/her relatives or other household members.

☐ Other:

20. Name Change (Divorce or Civil Union Dissolution Only)

☒ N/A

☐ _____ may resume use of her/his former name: _____

21. Other Requests

☒ **Attorney's Fees:** Any party that unreasonably fails to comply with this decree or other court orders (including "Uniform Support Order") may be responsible to reimburse the other party for whatever costs, including reasonable attorney's fees, that may be incurred in order to enforce compliance.

☒ **Tax Refunds:** Any tax refund due or anticipated by the parties resulting from their having filed a joint federal and/or state income tax return for this or any prior year shall, upon receipt, be endorsed by both parties and equally distributed between them.

☒ **Disclosure of Assets:** The parties warrant that they have fully disclosed all assets within their knowledge on their respective Financial Affidavit, specifically including any pension, profit sharing or retirement account, along with reasonable estimated values of each asset. The financial information contained on each party's Financial Affidavit is accurate and complete and has been relied upon by the other party.

☐ **Compliance With Rule 1.25-A (Family Division Only):**

☐ The parties have fully complied with Rule 1.25-A; or

☐ The parties agreed to limit their document exchange under Rule 1.25-A.

Case Name: Sean Braunstein and Jericka Braunstein

Case Number: 647-2016-DM-0081

FINAL DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION, OR CIVIL UNION DISSOLUTION

- ☒ **Mutual Releases:** Other than as set forth in this decree or other order of this court (including "Uniform Support Order") each party releases and agrees to defend, indemnify and hold the other harmless from any and all claims of any nature whatsoever arising out of the marriage (including any claim for alimony).
- ☒ **Obligations:** Unless specifically mentioned in this decree, each party shall be solely responsible for any bills, obligations or other indebtedness that he or she has charged or incurred before or during the marriage or civil union.
- ☒ **Change in Address or Employment:** Each party shall promptly notify the other of any change in his/her address or telephone number, and of any material change in employment as long as there are any continuing obligations under this decree. "Material change" will include availability of medical, dental or life insurance and any substantial increase or decrease in earnings or other income.
- ☐ **Waiver of Attendance:** Both parties waive attendance at a final hearing.
- ☐ **Miscellaneous:**

I/we believe that this is a fair and reasonable resolution of all the issues related to our marriage or civil union. I/we request that the Court approve this decree and incorporate all of its terms and conditions as part of the Decree of Divorce, Decree of Legal Separation, or Decree of Civil Union Dissolution.

Date

Signature of Petitioner

Date

Signature of Attorney/Witness for Petitioner

Date

Signature of Respondent

Date

Signature of Attorney/Witness for Respondent

I state that on this date I provided a copy of this document to _____ (other party) or to _____ (other party's attorney) by: ☐ Hand-delivery OR ☐ US Mail OR

☐ E-mail (E-mail only by prior agreement of the parties based on Circuit Court Administrative Order).

Date

Signature

Recommended:

Date

Signature of Marital Master

Printed Name of Marital Master

So Ordered:

I hereby certify that I have read the recommendation(s) and agree that, to the extent the marital master/judicial referee/hearing officer has made factual findings, she/he has applied the correct legal standard to the facts determined by the marital master/judicial referee/hearing officer.

Date

Signature of Judge

Lucinda V. Sadler

Printed Name of Judge

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH**

<http://www.courts.state.nh.us>

Court Name: 6th Circuit - Family Division - Hooksett

Case Name: In the Matter of Sean Braunstein and Jericka Braunstein

Case Number: 647-2017-DM-00081

UNIFORM SUPPORT ORDER

Name, Residence and Mailing Address of Person
Ordered to Pay Support (Obligor)

Sean Braunstein

56 Post Road

Hooksett, NH

D.O.B. _____ Telephone _____

E-mail Address _____

Name of Employer: n/a

Address of Employer: _____

Name, Residence and Mailing Address of
Person Receiving Support (Obligee)

Jericka Braunstein

66 Broadway

Pembroke, NH

D.O.B. _____ Telephone _____

E-mail Address _____

Name of Employer: Tuckers

Address of Employer: _____

Hooksett, NH

Child(ren) to whom this order applies:

Full Name _____ Date of Birth _____

Rowyn 12/12/2012

Full Name _____ Date of Birth _____

The following parties appeared: ☒ Obligor ☒ Obligee ☐ Division of Child Support Services
☒ Other counsel for each party

NOTE: SECTIONS PRECEDED BY ☐ ARE ONLY PART OF THIS ORDER IF MARKED.

1. This order is entered:
☒ after hearing
☐ upon approval of agreement
☐ upon default
2. This order is a:
☐ temporary order
☒ final order
- ☐ 3. This order modifies a final support obligation in accordance with:
☐ a three-year review (RSA 458-C:7) OR ☐ substantial change in circumstances, as follows:

4. Obligor is ORDERED to PAY THE FOLLOWING AMOUNTS (See Standing Orders 4A-4G):

4.1 CHILD SUPPORT: \$ 75.00 per week (week, month, etc.)

4.2 Arrearage of \$ tbd as of 11/19/2018,
payable \$ 20.00 per week (week, month, etc.)

Case Name: In the Matter of Sean Braunstein and Jericka Braunstein

Case Number: 647-2017-DW-00081

UNIFORM SUPPORT ORDER

4.3 Medical arrearage of \$ _____ as of _____,
payable \$ _____ per _____ (week, month, etc.)

4.4 SPOUSAL SUPPORT (ALIMONY): \$ _____ per _____ (week, month, etc.)

4.5 Arrearage of \$ _____ as of _____,
payable \$ _____ per _____ (week, month, etc.)

4.6 Alimony shall terminate _____

5. Payments on all ordered amounts shall begin on 11/19/218. All ordered amounts shall be payable to ☐ Obligee ☒ Division of Child Support Services ☒ Other Sean was found in contempt for failing to pay child support per temp. USO. Therefore collection and enforcement shall be done through DCSS and both parents shall contact DCSS in regard to services.

6. ☐ This order complies with the child support guidelines. RSA 458-C.
- ☐ This order, entered upon obligor's default, is based on a reasonable estimate of obligor's income. Compliance with the guidelines cannot be determined.
- ☒ The following special circumstances warrant an adjustment from the guidelines (Enter applicable circumstances below. See Standing Order 6):
Shared parenting schedule plus shared school and extra-curricular activities.

7. Support ordered is payable by immediate income assignment.

- ☐ 8. The Court finds that there is good cause to suspend the immediate income assignment because:
- ☐ Obligor and obligee have agreed in writing.
- ☐ Payments have been timely and it would be in the best interest of the minor child(ren) because:

☐ 9A. Obligor is unemployed and **MUST REPORT EFFORTS TO SEEK EMPLOYMENT.**
(See Standing Order 9A).

☐ 9B. Upon employment the Obligor shall bring the matter forward for recalculation of support. Failure to do so may result in a recalculated support order effective the date of employment.

MEDICAL SUPPORT FINDINGS (Paragraphs 10 through 15)

10. OBLIGOR'S medical support reasonable cost obligation: \$ 206.00 per month

10A. ☐ The medical support reasonable cost obligation is adjusted from the presumptive amount because of the following special circumstances (Enter applicable circumstances below. See Standing Order 6):

11. Private health insurance coverage ☒ is not available ☐ is available to the OBLIGOR in an amount equal to or less than the amount of the medical support reasonable cost obligation ordered in paragraph 10.

12. ☐ Private health insurance coverage available to the OBLIGOR is not accessible to the child(ren).

13. OBLIGEE'S medical support reasonable cost obligation: \$ 98.00 per month.

Case Name: In the Matter of Sean Braunstein and Jericka Braunstein

Case Number: 647-2017-DM-00081

UNIFORM SUPPORT ORDER

- 13A. ☐ The medical support reasonable cost obligation is adjusted from the presumptive amount because of the following special circumstances (Enter applicable circumstances below. See Standing Order 6):

14. Private health insurance coverage ☒ is not available ☐ is available to the OBLIGEE in an amount equal to or less than the amount of the medical support reasonable cost obligation ordered in paragraph 13.

15. ☐ Private health insurance coverage available to the OBLIGEE is not accessible to the child(ren).

PRIVATE HEALTH INSURANCE COVERAGE (Paragraph 16A and/or 16B must be completed):

- 16A. ☒ Obligor ☐ Obligee is ordered to provide private health insurance coverage for the child(ren) effective ongoing

- 16B. ☐ Obligor ☐ Obligee is/are not ordered to provide private health insurance coverage at this time but is/are ordered to immediately obtain private health insurance coverage when it becomes accessible and available at an amount equal to or less than the ordered medical support reasonable cost obligation.

UNINSURED MEDICAL EXPENSES

17. Uninsured medical expenses shall be paid in the following percentage amounts:

Obligor 50 % Obligee 50 % Other: _____

- ☐ 18. Public assistance (TANF) or medical assistance (Medicaid) is or was provided for the children. Copies of pleadings related to medical coverage and child support were mailed to the Division of Child Support Services, Child Support Legal, 129 Pleasant Street, Concord, NH 03301.

19. ☐ Obligor ☐ Obligee is adjudicated the father of the minor child(ren) named above. The clerk of the city(ies) of _____ shall enter the name of the father on the birth certificate(s) of the child(ren). The father's date of birth is _____ and his state of birth is _____.

20. The State of _____ has provided public assistance for the benefit of the minor child(ren) between _____ and _____ for _____ weeks. Obligor is indebted for the assistance in the total amount of \$ _____

21. Variation to standing order (specify paragraph #), additional agreement or order of the Court:

Obligor

Obligee

Staff Attorney
Division of Child Support Services

Obligor's Attorney/Witness

Obligee's Attorney/Witness

Date

Date

Date

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Case Number: 647-2017-DM-00081

UNIFORM SUPPORT ORDER

All paragraphs of this order (except those that have a check box and have not been selected) and all paragraphs of the Standing Order, (except variations in paragraph 21) are part of this order and apply to all parties.

So Ordered:

Date

H/A/P

Signature of Judge



Lucinda V. Sadler

Printed Name of Judge

**THE STATE OF NEW HAMPSHIRE
UNIFORM SUPPORT ORDER — STANDING ORDER**

NOTICE: This Standing Order (SO) is a part of all Uniform Support Orders (USO) and shall be given full effect as an order of the Court. Variations to paragraphs of the SO in a specific case must be entered in paragraph 21 of the USO and approved by the Court.

(Paragraph numbers in the SO correspond to related paragraph numbers in the USO. Variations entered in paragraph 21 should reference the related paragraph number.)

SUPPORT PAYMENT TERMS

SO-3A. All prior orders not inconsistent with this order remain in full force and effect.

SO-3B. In cases where the order of another jurisdiction is registered for modification, a tribunal of this state may not modify any aspect of a child support order that may not be modified under the law of the issuing jurisdiction. (See RSA 546-B:49,III.)

SO-3C. This order shall be subject to review and Court modification three years from its effective date upon the request of a party. Any party may petition the Court at any time for a modification of this support order if there is a substantial change in circumstances. The effective date of any modification shall be no earlier than the date of notice to the other party. "Notice" means either of the following: 1) service as specified in civil actions or 2) the respondent's acceptance of a copy of the petition, as long as the petition is filed no later than 30 days following the respondent's acceptance. See RSA 458-C:7.

NOTE: The July 1, 2013 change to the child support guidelines does not constitute a substantial change in circumstances. 2012, Chapter 248:5, "Applicability" states as follows (emphasis added):

"RSA 458-C:3, I as amended by this act shall apply to any child support order issued on or after July 1, 2013. RSA 458-C:3, I as amended by this act shall not apply to a valid child support order in effect on the effective date of this act until the next scheduled review hearing under RSA 458-C:7 or as otherwise agreed by the parties. This act shall not constitute a substantial change in circumstances for purposes of RSA 458-C:7."

SO-3D. No modification of a support order shall alter any arrearages due prior to the date of filing the pleading for modification. RSA 461-A:14, VIII.

SO-4A. The amount of a child support obligation shall remain as stated in the order until the dependent child for whom support is ordered completes his or her high school education or reaches the age of 18 years, whichever is later, or marries, or becomes a member of the armed services, at which time the child support obligation, including all educational support obligations, terminates without further legal action, except where duration of the support obligation has been previously determined by another jurisdiction, or is governed by the law of another jurisdiction, and may not be modified in accordance with statutory language referenced in SO-3B. If the parties have a child with disabilities, the court may initiate or continue the child support obligation after the child reaches the age of 18. No child support order for a child with disabilities which becomes effective after July 9, 2013 may continue after the child reaches age 21. (See RSA 461-A:14, IV)

SO-4B. In multiple child orders, the amount of child support may be recalculated according to the guidelines whenever there is a change in the number of children for whom support is ordered, upon petition of any party. In single child orders, the support obligation terminates automatically, without the need for further court action, upon the emancipation of the child. The obligor remains obligated for any and all arrearages of the support obligation that may exist at the time of emancipation.

Case Name: In the Matter of Sean Braunstein and Jericka Braunstein

Case Number: 647-2017-DM-00081

UNIFORM SUPPORT ORDER

- SO-4C. If the order establishes a support obligation for more than one child, and if the court can determine that within the next 3 years support will terminate for one of the children, the amount of the new child support obligation for the remaining children may be stated in the order and shall take effect on the date or event specified without further legal action.
- SO-4D. In cases payable through the New Hampshire Division of Child Support Services (DCSS), if there are arrearages when support for a child is terminated, payments on the arrearages shall increase by the amount of any reduction of child support until the arrearages are paid in full.
- SO-4E. Pursuant to RSA 161-C:22, III when an assignment of support rights has terminated and obligor and the recipient of public assistance reunite, obligor may request a suspension of the collection of support arrearage owed to the state under RSA 161-C:4. So long as the family remains reunited and provided that the adjusted gross income of the family as defined by RSA 458-C is equal to or less than 185% of the Federal poverty guidelines as set by the United States Department of Health and Human Services, DCSS shall not take any action to collect the support arrearage owed to the State.
- SO-4F. If the collection of a support arrearage pursuant to RSA 161-C:4 is suspended, the obligor shall provide DCSS with a financial affidavit every six months evidencing the income of the reunited family and shall notify his or her child support worker in writing within ten days of any change in income or if the family is no longer reunited. Failure to report changes in income or in the status of the family as reunited or to provide a financial affidavit shall cause the suspension of collection to terminate.
- SO-4G. Each party shall inform the Court in writing of any change in address, within 15 days of the change, so long as this order is in effect. Service of notice of any proceeding related to this order shall be sufficient if made on a party at the last address on file with the Court. A party who fails to keep the Court informed of such a change in address, and who then fails to attend a hearing because of the lack of notice, may be subject to arrest.
- SO-5A. If no date appears in paragraph 5 of the USO, the first support payment shall be due on the date this order is signed by the Judge.
- SO-5B. If support is payable through DCSS, a DCSS application for child support services must be submitted before DCSS can provide services in accordance with the order.
- SO-5C. If support is payable through DCSS, DCSS is authorized and directed to collect all sums, including any arrearages, from the obligor and forward the sums collected to the obligee or person, department, or agency providing support to the children named in the USO. Any payment shall be applied first as payment towards the current child and medical support obligation due that month and second towards any arrearages.
- SO-5D. If support is ordered payable directly to the obligee, it can only be made payable through DCSS at a later time if (1) the children named in the USO receive assistance pursuant to RSA 161 or RSA 167; (2) a party applies for support enforcement services and certifies to DCSS that (a) an arrearage has accumulated to an amount equal to the support obligation for one month, or (b) a court has issued a protective order pursuant to RSA 173-B or RSA 461-A:10 which remains in full force and effect at the time of application; or (3) a court orders payment through DCSS upon motion of any party that it is in the best interest of the child, obligee, or obligor to do so. RSA 161-B:4.
- SO-5E. Collection by DCSS on any arrearage may include intercepting the obligor's federal tax refund, placing liens on the obligor's personal and real property including qualifying financial accounts. Federal tax refund intercept and lien remedies shall be used to collect arrearages even if an obligor is complying with the child support orders. Pursuant to 45 CFR 303.72 (h) any federal tax refund intercept shall be applied first as payment towards the past due support assigned to the State.
- SO-5F. In all cases where child support is payable through DCSS, obligor and obligee shall inform DCSS in writing of any change of address or change of name and address of employer, within 15 days of the change.
- SO-5G. In all cases where child support is payable through DCSS, obligor and obligee shall furnish their social security numbers to the New Hampshire Department of Health and Human Services (Department).
- SO-6. Where the court determines that, in light of the best interests of the child, special circumstances exist that result in adjustments in the application of the guidelines for the child support obligation or the reasonable medical support obligation, the court shall make written findings relative to the applicability of one or more of the special circumstances described in RSA 458-C:5, I.

Case Name: In the Matter of Sean Braunstein and Jericka Braunstein

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UNIFORM SUPPORT ORDER

INCOME ASSIGNMENT

- SO-7A. Until such time as an income assignment goes into effect, payments shall be made as follows: (1) if the case is not payable through DCSS, directly to obligee, or (2) if support is payable through the DCSS by use of payment coupons available at the local DCSS office. An income assignment will not go into effect for self-employed obligors as long as they do not receive income as defined in RSA 458-B:1, paragraph IX. Future income will be subject to assignment if the case is payable through DCSS.
- SO-7B. If a parent is ordered to provide health coverage for Medicaid-eligible child(ren), he or she must use payments received for health care services to reimburse the appropriate party, otherwise his or her income may be subject to income assignment by DCSS. RSA 161-H:2(V).
- SO-7C. Increased income assignment for the purposes of payment on arrearages shall continue until such time as the arrearages are paid in full.
- SO-8. Whenever an income assignment is suspended, it may be instituted if a Court finds obligor in violation or contempt of this order OR after notice and the opportunity to be heard (RSA 458-B:5 & 7), when the Department begins paying public assistance for the benefit of a child OR when an arrearage amounting to the support due for a one-month period has accrued.

REPORT CHANGES OF EMPLOYMENT

- SO-9A. If support is payable through DCSS, obligor shall report in writing weekly, or as otherwise ordered by Court, to DCSS, and shall provide details of efforts made to find a job. Efforts to obtain employment shall include registering with New Hampshire Employment Security within two weeks of the date of this order. The obligor shall immediately report employment to DCSS in writing.
- SO-9B. Immediately upon employment the obligor shall report to the obligee, in writing, details of employment, including name and address of employer, the starting date, number of weekly hours and the rate of pay.

MEDICAL SUPPORT PROVISIONS

- SO-10-16B (1). In all cases where support is payable through DCSS, or where the Department is providing medical assistance for the child(ren) under RSA 167, the court shall include the medical support obligation in any child support order issued. RSA 461-A:14, IX(d).
- SO-10-16B (2). The court shall establish and order a reasonable medical support obligation for each parent. The presumptive amount of a reasonable medical support obligation shall be 4 percent of the individual parent's gross income, unless the court establishes and orders a different amount based on a written finding or a specific finding, made by the presiding officer on the record, that the presumptive amount would be unjust or inappropriate, using the criteria set forth in RSA 458-C:5.
- SO-10-16B (3). The court shall determine whether private health insurance is available to either parent at a cost that is at or below the reasonable medical support obligation amount, as established and ordered pursuant to RSA 458-C:3, V, or is available by combining the reasonable medical support obligations of both parents, and, if so available, the court shall order the parent, or parents, to provide such insurance for the child.
- SO-10-16B (4). The cost of providing private health insurance is the cost of adding the child to existing coverage, or the difference between individual and family coverage.
- SO-12, 15. Accessible health insurance means the primary care services are located within 50 miles or one hour from the child(ren)'s primary residence. RSA 461-A:14, IX(b).
- SO-16A-16B A party providing or ordered to provide health insurance for the child(ren) shall give the other party sufficient information and documentation to make sure insurance coverage is effective. If support is payable through DCSS, or if there has been an assignment of medical support rights to DCSS, the information and documentation shall be provided to DCSS. In addition, obligor shall inform DCSS in writing when health insurance is available, obtained or discontinued.

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH

<http://www.courts.state.nh.us>
Court Name: 6th Circuit Court-Family Division-HooksettCase Name: Sean Braunstein and Jericka BraunsteinCase Number: 6472017-DM-0081

CHILD SUPPORT GUIDELINES WORKSHEET Effective April 1 2018

Child's Name	DOB	Child's Name	DOB
Rowyn	12/12/2012		
1. Total Number Of Children <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 +			
2. Obligor's Reasonable Medical Support Obligation (4% Monthly Gross Income, rounded to the nearest dollar) \$206.00		3. Obligee's Reasonable Medical Support Obligation (4% Monthly Gross Income, rounded to the nearest dollar) \$98.00	

PAYMENT CALCULATIONS	OBLIGOR (Column 1)	OBLIGEE (Column 2)	Combined (Column 3)
4. Monthly gross income	\$ 5150.00	\$ 2450.00	
5A. Court/Admin. ordered support for other children	\$ _____	\$ _____	
5B. 50% of actual self-employment taxes paid	\$ _____	\$ _____	
5C. Mandatory retirement	\$ _____	\$ _____	
5D. Actual state income taxes paid	\$ _____	\$ _____	
5E. Allowable child care expenses (obligor) (See LINE 5E instructions)	\$ 308.00		
5F. Medical support for children (obligor)	\$ 313.00		
5G. Total deductions (Add lines 5A through 5F)	\$621.00	\$0.00	
6. Adjusted monthly gross income (Subtract line 5G from line 4)	\$4,529.00	\$2,450.00	\$6,979.00
7A. Child Support guideline amount (From Guideline Calculation Table)			\$1,187.23
7B. Guideline Percentage (From Guideline Calculation Table)			21.72 %
8A. Allowable child care expenses (obligee) (See LINE 8A instructions)		\$ 143.00	
8B. Medical support for children (obligee)		\$ _____	
8C. Total allowable obligee expenses (Add line 8A and 8B)		\$143.00	
9. Total adjusted monthly gross income	\$4,529.00	\$2,307.00	\$6,836.00
10. Proportional share of income	66.25 %	33.75 %	
11. Parental support obligation (Line 10 times line 7A)	\$786.57	\$400.66	
ABILITY TO PAY CALCULATION			
12. Self-support reserve (From Guideline Calculation Table)	\$1,163.00		
13. Income available for support (Subtract line 12 from line 9, column 1)	\$3,366.00		
14. Monthly support payable (Enter the smaller line 11, column 1, or line 13, column 1. If line 13, column 1, is less than \$50.00, then a minimum order of \$50.00 is entered.)	\$786.57		
15. Presumptive child support obligation (If weekly, divide line 14 by 4.33; if bi-weekly, divide line 14 by 2.17; if monthly, enter same amount as in line 14.)			
** ROUND THE RESULT TO THE NEAREST WHOLE DOLLAR **			
Calculate		Weekly \$182.00	Bi-Weekly \$362.00
		Monthly \$787.00	

Prepared By: _____

Title: _____

Date: _____

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH

<http://www.courts.state.nh.us>

Court Name: 6th Circuit Court-Family Division-Hooksett

Case Name: Sean Braunstein and Jericka Braunstein

Case Number: 6472017-DM-0081

CHILD SUPPORT GUIDELINES WORKSHEET

Effective April 1 2018

Child's Name	DOB	Child's Name	DOB
Rowyn	12/12/2012		
1. Total Number Of Children <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 +			
2. Obligor's Reasonable Medical Support Obligation (4% Monthly Gross Income, rounded to the nearest dollar) \$98.00		3. Obligee's Reasonable Medical Support Obligation (4% Monthly Gross Income, rounded to the nearest dollar) \$206.00	

PAYMENT CALCULATIONS	OBLIGOR (Column 1)	OBLIGEE (Column 2)	Combined (Column 3)
NOTE: All income and expenses must be converted to monthly amounts (multiply weekly amounts by 4.33; bi-weekly amounts by 2.17).			
4. Monthly gross income	\$ 2450.00	\$ 5150.00	
5A. Court/Admin. ordered support for other children	\$ _____	\$ _____	
5B. 50% of actual self-employment taxes paid	\$ _____	\$ _____	
5C. Mandatory retirement	\$ _____	\$ _____	
5D. Actual state income taxes paid	\$ _____	\$ _____	
5E. Allowable child care expenses (obligor) (See LINE 5E instructions)	\$ 143.00		
5F. Medical support for children (obligor)	\$ _____		
5G. Total deductions (Add lines 5A through 5F)	\$143.00	\$0.00	
6. Adjusted monthly gross income (Subtract line 5G from line 4)	\$2,307.00	\$5,150.00	\$7,457.00
7A. Child Support guideline amount (From Guideline Calculation Table)			\$1,248.70
7B. Guideline Percentage (From Guideline Calculation Table)			21.52 %
8A. Allowable child care expenses (obligee) (See LINE 8A instructions)		\$ 308.00	
8B. Medical support for children (obligee)		\$ 313.00	
8C. Total allowable obligee expenses (Add line 8A and 8B)		\$621.00	
9. Total adjusted monthly gross income	\$2,307.00	\$4,529.00	\$6,836.00
10. Proportional share of income	33.75 %	66.25 %	
11. Parental support obligation (Line 10 times line 7A)	\$421.41	\$827.29	
ABILITY TO PAY CALCULATION			
12. Self-support reserve (From Guideline Calculation Table)	\$1,163.00		
13. Income available for support (Subtract line 12 from line 9, column 1)	\$1,144.00		
14. Monthly support payable (Enter the smaller line 11, column 1, or line 13, column 1. If line 13, column 1, is less than \$50.00, then a minimum order of \$50.00 is entered.)	\$421.41		
15. Presumptive child support obligation (If weekly, divide line 14 by 4.33; if bi-weekly, divide line 14 by 2.17; if monthly, enter same amount as in line 14.)			
** ROUND THE RESULT TO THE NEAREST WHOLE DOLLAR **			
Calculate		Weekly \$97.00	Bi-Weekly \$194.00 Monthly \$421.00

Prepared By: _____

Title: _____

Date: _____