

THE STATE OF NEW HAMPSHIRE

STRAFFORD COUNTY

SUPERIOR COURT

NO. 00-M-703

In the matter of:

Tristan Lea Evans

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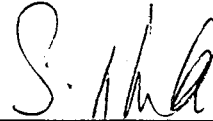
Chad E. Evans

DECREE OF DIVORCE

The Master recommends that the following decree be entered:
Divorce decreed. Cause: Irreconcilable differences which
have caused the irremediable breakdown of the marriage. The
Stipulation of the parties is approved and incorporated as
part of this decree.

10/04/00

DATE

Stephanie T. Nute, Master.

Master's recommendation approved. Order entered in accordance
therewith.

10/18/00

DATE

Presiding Justice

STATE OF NEW HAMPSHIRE

STRAFFORD, SS

SUPERIOR COURT

In the matter of Tristan Evans and Chad Evans

No. 00-M-703

PERMANENT STIPULATION

NOW COME the parties, Tristan Evans the Petitioner, by and through counsel, Stan Hawthorne, Esq., and Chad Evans the Respondent, pro se, and they hereby submit their Permanent Stipulation in the above entitled matter for consideration and approval by this Honorable Court as follows:

1. Custody:

a. Legal Custody. The parties are awarded joint legal custody of the parties' minor child, Kyle Chester Evans, do [REDACTED]. The parties acknowledge, agree and understand that the award of joint legal custody includes, but is not limited to, sharing, working with, listening to and considering the views of each other in making decisions regarding Kyle. It includes each party accepting and carrying out their responsibilities as parents. It requires each party to put their interests aside, and their differences towards each other aside, for the best interest of the child. Decisions involving the child need not be limited to major ones affecting the child, such as his religious training, medical treatments, schooling and special training, but can include decisions including the day to day life of the child. Each party shall have equal access to all school, medical, or other records regarding the child. Each party agrees to cooperate with the school in fulfilling any requests the school has toward the child's educational and emotional development. It is each party's responsibility to use his or her best efforts to consult with the other party and to inform the other party about any significant event in the child's life. Each party shall encourage and try to enhance the child's relationship with the other party. It is understood that joint legal custody is being awarded for the benefit of the child. The award of joint legal custody involves both parents assisting the child in his physical, educational and emotional development. Each party bears the responsibility of transporting the child to medical, school, counseling, and other appointments and shall cooperate with the other to equitably share their responsibility, bearing in mind the parties' work schedules, the point of origin and point of destination of each trip, and the parties' advance notice of each trip.

b. **Physical Custody.** The parties are awarded joint and shared physical custody of the minor child, as follows: Tristan shall have physical custody of Kyle on Monday, Thursday and every other weekend, while Chad shall have physical custody of Kyle on Tuesday, Wednesday, Friday and every other weekend. On the weekend that the child is in Tristan's custody, Tristan shall have custody of Kyle on that preceding Friday. The parties shall share custody of the child equally all major holidays, and each shall alternate the first and second halves of said holidays. The parties agree to grant each other additional time of custody during their own vacation periods, provided that the parties notify each other thirty days prior to said periods. The parties also agree to share equally the child's periods of school vacations and agree to work together to accommodate their own vacation plans with that of their intended custodial periods with the child. Each party agrees to work together with the other party to accommodate occasional work hours on their custodial days, weekend trips and time spend with each other's family. Finally, all major decisions with regard to the child shall be made by both parties, together, with the goal of providing the best interest of the child at all times.

2. Visitation: as set forth above, for both parties.

3. Child Support: Child support shall not be payable by either party, as this is a shared custodial arrangement and an exception to the child support guidelines as set forth in RSA 458:C:5,I(h).

4. Alimony: Alimony shall not be payable by either party.

5. Health insurance:

a. For the child: Because the respondent is receiving tax exemption for the child, as set forth below, the respondent shall be responsible for health and dental insurance for the child provided through his employer. In event, such insurance is not available, the petitioner shall provide such insurance with the respondent reimbursing the petitioner the premium costs. If neither the petitioner nor respondent has insurance benefits available to them through their employer, they shall equally divide the cost of health insurance for the benefit of the parties' minor child.

b. Uninsured medical/dental and other related expenses for the child: The parties shall share equally the uninsured costs of all medical, health, counseling and dental expenses with regard to the child; should one party pay an expense in greater proportion than one-half, the other party shall reimburse the paying party that amount within 30 days after that paying party has provided the non-paying party with invoice or billing thereof.

c. For the parties: the parties shall be responsible for their own medical and dental needs and expenses.

d. COBRA: n/a.

6. Life insurance: each party shall maintain a life insurance policy in the amount of at least One Hundred Thousand Dollars (\$100,000.), and shall name the child as beneficiary while naming the other party as Trustee for the benefit of the minor child, and such insurance shall be provided until the child attains the age of twenty-two (22).

7. Marital abode: The property located at 191 Milton Road, Rochester, NH, shall be awarded to the respondent, free and clear of all right, title and interest of the petitioner. The respondent shall be responsible for all costs and expenses thereof, since the date of the parties' separation. The petitioner shall execute a Quitclaim Deed to the respondent with respect to said property and with regard to any right, title and interest she may have, within 30 days of this Decree.

8. Other real property: n/a.

9. Household furniture and furnishings: the parties are awarded all such property in their respective possession, free and clear of all right, title and interest of each other.

10. Other personal property: The respondent is awarded his savings accounts and employment plans free and clear of the petitioner's right, title and interest. The petitioner is awarded her IRA and employment plans free and clear of the respondent's right, title and interest.

11. Motor vehicles: The petitioner is awarded her motor vehicle, free and clear of all right, title and interest of the respondent; she shall be solely responsible for all costs and expenses thereof since the date of the parties separation.

12. Stocks, bonds, savings and other assets: each party is awarded all right, title and interest to their individual bank accounts held in their respective names, as well as any stocks, bonds and the like held in their respective names.

13. Allocation of debts: The parties have already divided their debts to their individual satisfaction; each party shall be solely responsible for the debts existing in their individual names, as well as each party shall be solely responsible for his or her respective individual debt incurred since the date of separation. The parties shall indemnify and hold harmless the other party with respect to all such debts.

14. Private School/Post-Secondary Education Expenses: The parties agree to each set up and/or maintain a post-secondary education fund account for the benefit of the child. Each party shall contribute to the account a reasonable amount, given their respective financial condition at the time, and each party shall be responsible for his or her respective account, again for the resultant benefit of the child's education. Notwithstanding the above, the parties shall share equally the costs of all college or post-secondary costs and expenses of the child until the child reaches the age of 21, provided that all scholarship and

other financial aid opportunities are exhausted. In event it is necessary for the child to receive special education, summer school, tutoring or the like, during his elementary or secondary years of education, the parties shall be jointly and equally liable for such costs. Should one party advance the payment of an expense greater than 50%, the other party shall be responsible to reimburse that excess payment to the paying party within 30 days of receiving invoice or billing thereof, unless otherwise agreed to by both parties.

15. Pensions: the parties are each awarded his or her respective pension and/or retirement plans.

16. Miscellaneous:

(a) the petitioner shall have sole rights to claim the child for all income tax exemption and/or deduction purposes for the tax year 2000, while the respondent shall have sole rights to claim the child for all income tax exemption and/or deduction purposes for all subsequent tax years.

(b) the respondent shall be solely responsible for the payment of day care expenses with respect to the minor child, regardless of who the provider is; the parties agree to discuss and reach agreement on who shall provide day care.

(c) the parties agree to keep the minor child in the Crossroads Kindergarten, following which, they agree to enroll the child in the Tri-City Christian Academy in Dover, New Hampshire. Following primary education, the parties shall discuss and come to agreement as to where the child will continue his education. The respondent agrees to be solely responsible for the payment of the child's primary and secondary education costs, provided that he continues to make substantially more income compared to the petitioner (with "substantially" defined as "\$10,000 gross income more than that of the petitioner on an annual basis." In the event that the respondent's income falls below that excess amount, the parties shall discuss and come to agreement upon a reasonable amount or percentage payable by both parties, as well as to discuss and come to agreement on possible alternative forms of education, including public education. The parties understand that the above provision takes into account and is given with the understanding that the petitioner will remain employed and contribute as required elsewhere in this Stipulation; should her income significantly decrease, the respondent reserves the right to request hearing on the issue of the level of his contribution for education costs as set forth above.

(d) the parties agree that neither party shall move outside the State of New Hampshire until such time that the child reaches the age of 18 years; the reason for this provision is to maintain the custodial arrangement the parties have worked out, above; the parties may vary this provision by expressed written agreement; in event, one party is caused to move outside New Hampshire by employment or any other reason, that party shall be responsible for all transportation costs and expenses, as well as he or she shall

provided pick up and drop off transportation for visitation purposes; in such event of moving, the non-moving party shall then be entitled to the usual custodial rights whereby the child shall primarily reside with the non-moving party and the moving party shall be entitled to the reasonable and usual rights afforded to non-custodial and visitation parents.

(e) Until such time as agreed otherwise, the respondent's address shall be the primary address used by the parties for all written communication coming from third parties and related to the child, i.e., school, billings and the like. The respondent agrees to provide a copy of any and all such written communication to the petitioner within 72 hours, as well as he agrees to immediately notify the petitioner by telephone in event of important communication he receives. Notwithstanding the above, both parties shall be listed as parental entities for emergency or other contact purposes, including their respective addresses and phone numbers, for all education and medical third party purposes.

(f) the parties agree to keep each other informed of their residential and mailing address and telephone or message phone numbers, and shall inform each other immediately upon any anticipated change thereof.

17. Charges against the estate: Any obligations arising out of this Order shall be chargeable against the estate of either party who may be responsible thereto.

18. Name change: the petitioner does not desire to change her name to her former name.

19. GAL: n/a.

20. Attorneys Fees: Each party shall be responsible for his/her own attorneys fees and costs.

21. Execution of all documents within thirty days of Notice of Decree: any document connected to an obligation arising out of any provision herein shall be executed within thirty days of the Notice of this Decree or Order.

22. Other requests: n/a.


23. Restraints (person): none.

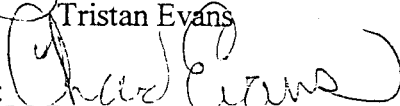
24. Restraints (property): none.

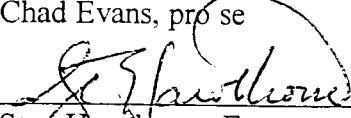
25. Statement of pro se Respondent: The respondent, by his signature below, avers that he has read and completely understands the above stipulation and that he enters said Stipulation of his own free will; he further states that Attorney Hawthorne represents the petitioner and not the respondent and that Attorney Hawthorne has given him no advice, except that he is entitled to have an attorney represent him and to seek out an attorney's advice in event he has any question whatsoever.

Respectfully submitted,
 Tristan Evans
 with counsel,
 Stan Hawthorne, Esq.
 and
 Chad Evans, pro se

Dated: October 3, 2000

By: 
 Tristan Evans

By: 
 Chad Evans, pro se


 Stan Hawthorne, Esq.
 Counsel for Tristan Evans

RECOMMENDED:

SO ORDERED:

 Dated

 Marital Master

 Dated

 Presiding Justice

The State of New Hampshire

244

SUPERIOR COURT

Strafford County

Docket No. 00-M-703

Tristan Evans

v. Chad Evans

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

Name and Address of Person Receiving Support (Obligee)

(No Obligor pursuant to Permanent Stipulation)

Chad Evans

Tristan Evans

191 Milton Rd., Rochester NH
03867

Silver Street, Milton, NH 03851

SSN: [REDACTED]

SSN: [REDACTED]

Name of Employer: MacDonalds Corp.

Name of Employer: Exeter Hospital

Address of Employer: (Colley McCoy Co.
1 Industrial Dr., Windham, NH
03087

Address of Employer: 10 Buzel Ave.
Exeter NH 03833

Child(ren) to whom this order applies:

Full Name

Date of Birth

SSN

Kyle Chester Evans

[REDACTED]

[REDACTED]

UNIFORM SUPPORT ORDER

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

1. This order is entered
 - [] after hearing
 - [X] upon approval of agreement
 - [] upon default
2. This order is a
 - [] temporary order
 - [X] final order
 - [] enforcement order
- [] 3. This order modifies a final support obligation in accordance with:
 - [] A three-year review (RSA 458-C:7) OR [] substantial changed circumstances, as follows:
4. Obligor is ORDERED to PAY THE FOLLOWING AMOUNTS:
 - [X] CHILD SUPPORT: \$ 0 PER (week, month, etc.) n/a per Permanent Stip.
 - [] Arrearage of \$ as of , PAYABLE \$ PER (week, month, etc.)
 - [] Medical arrearage of \$ as of , PAYABLE \$ PER (week, month, etc.)
 - [] SPOUSAL SUPPORT (ALIMONY): \$ PER (week, month, etc.)
 - [] Arrearage of \$ as of , PAYABLE \$ PER (week, month, etc.)
 - [] Alimony shall terminate
5. Payments on all ordered amounts shall begin on 10-1-00.
All ordered amounts shall be payable to [X] Obligee [] Division of Human Services [] Other
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.
[X] The following special circumstances warrant an adjustment from the guidelines:
(See instructions for these special circumstances and enter applicable circumstances below)
shared custodial arrangement and exception to guidelines pursuant to RSA 458:C-5, I(h)
7. Support ordered is payable by immediate wage assignment.
- [] 8. The Court finds that there is good cause to suspend the immediate wage 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
n/a
- [] 9. Obligor is unemployed and MUST REPORT EFFORTS TO SEEK EMPLOYMENT. (SEE STANDING ORDER 9)

Chad Evans

- 10. Obligor Obligee is ordered to provide health insurance to cover the child(ren) effective immediately.
- 11. Health insurance coverage is not ordered at this time since it is not currently available at reasonable cost to either parent. When it is available at reasonable cost, Obligor Obligee is ordered to immediately obtain coverage.
- 12. Uninsured medical expenses shall be paid in the following percentage amounts:
Obligor 50 % Obligee 50 % Other _____
- 13. The NH Division of Human Services (Division) is providing/has provided public assistance (AFDC) benefits for the child(ren) and the parties certify that the Division has been given notice of these proceedings.
 The Court has provided/will provide the Division with notice of this proceeding.
 No AFDC benefits are being/have been provided for the child(ren).

- 14. Obligor Obligee is adjudicated the father of the minor child(ren) named above.
- 15. 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 _____.
- 16. The State of _____ has expended \$ _____ for the purpose of paternity testing birth related costs other _____. Obligor is indebted for these expenses in the amount of \$ _____. In addition to amounts otherwise ordered, Obligor shall pay \$ _____ per _____ toward this indebtedness. The Division shall bill Obligor separately for this indebtedness and Obligor shall make payments as directed by the Division.
- 17. The State of _____ has provided \$ _____ in 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 \$ _____ which is based on Obligor's current ability to pay support multiplied by the total number of weeks during which public assistance was paid, or the amount of public assistance paid, whichever is less.
- 18. The public assistance debt shall be paid through the Division by wage assignment as follows:
 In addition to the amounts ordered above, Obligor shall repay this debt at the rate of \$ _____ per _____.
 The debt shall be held in abeyance, without interest, so long as Obligor complies with all requirements of this order. The debt shall become due and payable at the rate of \$ _____ per _____ upon Obligor's failure to comply with the terms of this decree or at the rate of \$ _____ per _____ when the obligation to pay support terminates by order of the court or for any other reason.

VARIATION TO STANDING ORDER (SPECIFY PARAGRAPH #), ADDITIONAL AGREEMENT OR ORDER OF THE COURT

19. _____

[Signature]
Obligor

[Signature]
Obligee

Staff Attorney
Division of Human Resources

[Signature]
Obligor's Attorney/Witness

[Signature]
Obligee's Attorney/Witness

10/4/00
Date

10/4/00
Date

Date

All paragraphs of this order, USO-96, (except those that have a check box and have not been selected) and all paragraphs of the Standing Order, USO-SO-96, (except variations in paragraph 19) are part of this order and apply to all parties.

Recommended by:

[Signature]
SIGNATURE OF MASTER

10.4.00
DATE

Approved. SO ORDERED,

[Signature]
SIGNATURE OF JUDGE

10/19/00
DATE

The State of New Hampshire

UNIFORM SUPPORT ORDER-STANDING ORDER

NOTICE: This Standing Order is a part of all Uniform Support Orders and shall be given full effect as order of the Court. Variations to paragraphs of this Standing Order in a specific case must be entered in paragraph 19 of the Uniform Support Order and approved by the Court.

(Paragraph numbers in this Standing Order correspond to related paragraph numbers in the Uniform Support Order. Variations entered in paragraph 19 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. This order shall be subject to review and 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 a substantial change in circumstances occurs. Except as otherwise provided in this order, the effective date of any modification shall be no earlier than the date the petition is filed.
- SO-4A. Child support shall terminate when the youngest child terminates his/her high school education or reaches the age of 18 years, whichever is later; gets married; or becomes a member of the armed forces.
- SO-4B. The amount of child support shall be recalculated in accordance with the guidelines whenever there is a change in the number of children for whom support is ordered, effective the date of the change.
- SO-4C. Each party shall inform the Court in writing of any change in address, within 15 days of the change, for so long as this order is in effect. Service of any 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 a lack of notice, may be subject to arrest.
- SO-5A. If no date appears in the Uniform Support Order in paragraph 5, the first support payment shall be due on the date this order is signed by the Judge.
- SO-5B. If support is payable through the Division of Human Services (Division), the Division is authorized and directed to forward all sums collected to Obligee, or the person, department, or agency providing support to the child(ren) named in this order.
- SO-5C. In all cases where child support is payable through the Division, Obligor and Obligee shall inform the Division in writing of any change of address or change of name and address of employer, within 15 days of the change.

WAGE ASSIGNMENT

- SO-7A. Until such time as a wage assignment goes into effect, payments shall be made as follows: (1) if the case is not payable through the Division, directly to Obligee, or (2) if support is payable through the Division, to the local Division of Human Services office. A wage assignment will not go into effect for self-employed obligors as long as they do not receive wages as defined in RSA 458-B:1, paragraph 1X. Future wages will be subject to wage assignment.
- 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 wages may be subject to wage assignment by the Division. RSA 161-H:2V.
- SO-7C. Wage assignments for the purposes of payment on arrearages shall cease at such time as the arrearages are paid in full.

- SO-8. Whenever a wage 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 Division 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-9. If Obligor is unemployed and support is payable through the Division, Obligor shall report in writing monthly, or as otherwise directed, to the Division, and shall provide details of efforts made to find a job. Efforts to obtain employment shall include registering with the Department of New Hampshire Employment Security within two weeks of the date of this order. Support and payments on arrearages shall be recalculated by the Division in accordance with the guidelines when Obligor gets a job, effective on the date of Obligor's employment.

HEALTH INSURANCE PROVISION

- SO-10. A party providing or ordered to provide health insurance for the child(ren) shall give the other party sufficient information and documentation to make such insurance coverage effective. If support is payable through the Division, or if there has been an assignment of medical support rights to the Division, the information and documentation shall be provided to the Division. In addition, Obligor shall inform the Division in writing when health insurance is obtained or discontinued.
- SO-11. If health insurance is not provided, and support is payable through the Division or there has been an assignment of medical support rights to the Division, Obligor shall inform the Division whenever he or she has access to health insurance.

PUBLIC ASSISTANCE ISSUES (ONLY IF APPLICABLE)

- SO-18A. Payment on any debt established in paragraph 17 or on support arrearages, if support is payable through the Division, shall be subject to interception of Obligor's IRS income tax refund. The Division shall designate where any payments shall be made. Pursuant to 45 CFR 302.51 and 45 CFR 302.60, the Division, at its option, may apply any payment made by Obligor on any debt to current child support unpaid in a given month or to the child support arrearage, if any.
- SO-18B. 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 debt 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, the Division shall not take any action to collect such a debt.
- SO-18C. If the collection of a support debt under RSA 161-C:4 is suspended, the obligor shall provide the Division with a Support 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 Support Affidavit shall cause the suspension of collection to terminate.
- SO-18D. If public assistance is or has been paid and Obligor has defaulted and failed to file a Support affidavit with the Court, he/she shall immediately provide the Division with evidence of personal income and the ability to pay child support. If the weekly child support ordered departs significantly from the child support guidelines, the parties may file an agreement establishing support in conformity with the guidelines or either party may request a hearing.
- SO-18E. In cases payable through the Division, if there are arrearages when support for the 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.

BY ORDER OF THE SUPERIOR COURT
JOSEPH P. NADEAU, CHIEF JUSTICE