PICK-UP

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

IN THE MARION COUNTY SUPERIOR COURT

CIVIL DIVISION ROOM NO

CAUSE NO: 49D02-9812-DR-001798

Instr:20000831008646 4 Page: 1 OF 28
REC'D FOR REC 08/31/2000 3:51:05PM
RECORD FEE: $114.00
M. TAX: $0.00 T. TAX: $0.00

IN RE THE MARRIAGE OF)
)
PAMELA J. HARSIN,)
)
Petitioner,)
and)
)
RONALD D. HARSIN,)
)
Respondent.)

FILED
MAR 15 1999
Sara M. Taylor
CLERK

FINAL DECREE OF DIVORCE

Date of Hearing

All contested issues have been settled in agreement by both parties and parties have signed the Waiver of Final Hearing.

Appearances

Petitioner, PAMELA J. HARSIN, Social Security number [redacted]-7799, appeared in person, and through attorney of record, MARVIN E. COFFEY.

Respondent, RONALD D. HARSIN, Social Security number [redacted]-0498, waived issuance and service of citation by waiver duly filed and did not otherwise appear.

Record

Parties have signed the Waiver of Final Hearing.

Jurisdiction and Domicile

The Court finds that the pleadings of the Petitioner and Respondent are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction over this cause of action and the parties and that at least sixty (60) days have

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elapsed since the date the suit was filed. The Court finds Petitioner has been a domiciliary of this state for at least a six-month period preceding the filing of this action and a resident of the county in which this suit is filed for at least a three-month period preceding the filing of this action. All persons entitled to service of process were properly served. All questions of fact and of law were submitted to the Court.

Divorce

IT IS ORDERED AND DECREED THAT PAMELA J. HARSIN, and RONALD D. HARSIN, are divorced and that the marriage between them is dissolved.

Child(ren) of the Marriage

The Court finds that Petitioner and Respondent are the parents of the following child(ren):

NAME:	RYAN D. HARSIN
SEX:	Male
BIRTHDATE:	Juune 8, 1982
HOME STATE:	Indiana
SOCIAL SECURITY NO.:	[redacted]-0946

The Court finds no other child is expected.

Custody and Support

The Court, having considered the circumstances of the parents and of the child, finds that the orders set forth below are in the best interest of the child.

Custodial Parent

IT IS ORDERED AND DECREED RONALD D. HARSIN is appointed Sole Custodial Parent of the child, RYAN D. HARSIN. IT IS ORDERED AND DECREED that Sole Custodial Parent, shall have all rights, privileges, duties and powers of a parent, as provided by the Indiana Law, subject only to the rights, privileges, duties, and powers granted to the Non-Custodial parent named in this decree.

Non-Custodial Parent

IT IS ORDERED AND DECREED THAT PAMELA J. HARSIN is appointed Non-Custodial Parent of the child, RYAN D. HARSIN. IT IS ORDERED AND DECREED that Non-Custodial Parent, shall have the following rights, privileges, duties, and powers with respect to that child:

the duty of care, control, protection, and reasonable discipline of the child during periods of visitation;

the duty to provide the child with clothing, food, and shelter during periods of possession;

the power to consent to medical and surgical treatment during an emergency involving an immediate danger to the health and safety of the child during periods of visitation;

the right of access to medical, dental, and educational records of the child to the same extent as Custodial Parent;

the right to consult with the treating physician or dentist of the child; and

the right to consult with school officials concerning the child's welfare and educational status, including school activities.

Standard Visitation Order

The Court finds that the following provision of this Standard Visitation Order are intended to and do comply with the requirements of Indiana law. IT IS ORDERED that the parties shall comply with all terms and conditions of this Standard Visitation Order. IT IS ORDERED AND DECREED that this Standard Visitation Order is effective immediately and applies to all periods of visitation occurring on and after the signing of this Standard Visitation Order. IT IS, THEREFORE, ORDERED AND DECREED:

(a) Definitions

1. In the Standard Visitation Order "school" means the primary or secondary school in which the child is enrolled, or, if the child is

not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

2. In this Standard Visitation Order "child" includes each child who is subject of this suit, whether one or more.

(b) Mutual Agreement or Specified Terms for Visitation

IT IS FURTHER ORDERED THAT PAMELA J. HARSIN shall have visitation of the child at any and all times mutually agreed to in advance by the parties, and, failing mutual agreement, it is ORDERED and DECREED that PAMELA J. HARSIN shall have visitation of the child under the specified terms set out in this Standard Visitation Order as follows:

(1) Provisions for a child under three years of age:

Up to 18 months. Visitation may occur outside the custodial parent's home. Custodial parent shall provide an infant seat and any breast milk or formula which the child may need during the visit. Visitation shall be from 6:00 p.m. to 8:00 p.m. one evening per week (to be designated by the visiting parent) and first, third, fourth, and fifth Saturdays of each month from 10:00 a.m. until 2:00 p.m.

18 months to 3 years. Visitation shall be first, third, and fifth weekend of the month from 9:00 a.m. until 6:00 p.m. on Saturday and Sunday, and further on December 25th and 26th, Thanksgiving Day, January 1st, Easter Sunday and July 4th, Father's Day, and the child's birthday from 1:00 p.m. to 6:00 p.m. If there is a child over 3 living in custodial parent's home who under a standard visitation order with this same visiting parent, the child under 3 shall begin overnight visitation on standard schedule after the age of two (2) years.

(2) Visitation by PAMELA J. HARSIN:

Except as otherwise explicitly provided in this Standard Visitation Order, if PAMELA J. HARSIN resides 100 miles or less from the primary residence of the child, PAMELA J. HARSIN shall have the right to visitation of the child as follows:

1. Weekends. Alternating weekends from 6:00 p.m. on Friday until 7:00 p.m. on Sunday.

2. Weeknights. One weeknight each week, said night to be agreed upon by the

CASE STATUS FOR CAUSE NO. 49D02-9812-DR-1798

CASE TYPE DR

ST009	☐	Pending but no Judicial Action Required
ST011	☐	Case disposed by Jury Trial
ST012	☒	Case disposed by Bench Trial
ST014	☐	Case disposed by default judgment
ST015	☐	Case disposed by guilty plea/admission
ST016	☐	Case has been dismissed
ST021	☐	Disposed of_____
ST044	☐	Violations Bureau
ST045	☐	Other_____

PR107	☐	Transferred to Issue Docket (Probate)
CL001	☐	Claim transferred to Issue Docket has been disposed.
ST060	☐	Referred to ADR (for open cases)
ST061	☐	Referred to ADR (for redocketed cases)
ST062	☐	Referred to DRCB (for open cases)
ST063	☐	Referred to DRCB (for redocketed cases)
ST002	☐	Under advisement (for open cases)
ST200	☐	Under advisement (for redocketed cases)
CV005	☐	Venued to_____ (for open cases)
CV500	☐	Venued to _____(for redocketed cases)
CV010	☐	New Cause No. _____(for open cases)
CV100	☐	New Cause No. _____(for redocketed cases)

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Date:_____

Set Case Status to_____

parties; however in the event the parties cannot agree, the designated night shall be Wednesday night from 5:00 p.m. to 8:00 p.m. Recognizing that everyone does not work from 8:00 a.m. to 5:00 p.m., some flexibility should be implemented related to the times of visitation. If the times set out in the Standard Visitation Order are not practicable, the times can be varied depending upon the noncustodial parent's work schedule and the age and needs of the child or children. Further, in the event that there is an extracurricular activity that night, it is the non-custodial parent's responsibility to take the child to and from the activity. If the activity lasts longer than 8:00 p.m., visitation shall conclude when the child is brought directly home. The custodial parent may, at his/her option also attend the event.

3. In Years ending in an Odd-Number:

(a) The night before each child's birthday from 5:00 p.m. to 8:00 p.m.;

(b) Spring break in a home with school-age children for the duration of the vacation break from Friday at 6:00 p.m. to the Sunday prior to the start of school at 7:00 p.m.; If spring break is a two week period, the parties should alternate the weeks, with-the parent who has spring break as his/her holiday visitation getting the first week, unless the parties agree otherwise.;

(c) Memorial Day weekend from 6:00 p.m. on Friday until 7:00 p.m. on Monday;

(d) Independence Day from 6:00 p.m. on July 3 until 7:00 p.m. on July 5;

(e) Thanksgiving holiday from 6:00 p.m. on Wednesday until 7:00 p.m. on Sunday;

(f) From noon to 9:00 p.m. on Christmas Day and the second half of the children's winter Christmas vacation from school with the period being counted from the evening the child is release from school to the evening the day before the child will return to school. For preschool children the same schedule shall apply and the Christmas period shall be determined by the vacation period of the public grade school in the custodial parent's school district. Given the varying school schedules for winter or Christmas break, an effort has been made to divide the time equally between the parent. Further, an attempt has been made to provide each parent with an opportunity to be with the children on Christmas Eve or Christmas Day. however, recognizing that many people travel out of town for Christmas break, efforts have been made to provide one uninterrupted week of visitation to each parent on an every other year basis. This will allow a parent to plan ahead for out-of-town travel.

4. In Years in an Even-Number:

(a) each child's birthday

(b) Easter weekend from 6:00 p.m. on Good Friday until 7:00 p.m. on Easter Sunday;

(c) Labor Day weekend from 6:00 p.m. on Friday until 7:00 p.m. on Monday;

(d) Halloween evening from 6:00 p.m., until 9:00 p.m.;

(e) Fall break in home with school-age children;

(f) the first half of the child's winter vacation from school with the period being counted from the evening the child is released from school to the evening the day before the child will return to school with the exception of noon to 9:00 p.m. on Christmas Day, which time shall be with the other parent. For preschool children the same schedule shall apply and the Christmas period shall be determined by the vacation period of the public grade school in the custodial parent's school district.

5. Every year on non-custodial parent's birthday from 9:00 a.m. until 7:00 p.m. and Mother's or Father's Day weekend applicable to the non-custodial parent from Friday at 6:00 p.m. until Sunday at 7:00 p.m.

6. Summertime Visitation

(a) For homes with children under five years old only: Two weeks in June and two weeks in July each year with the weeks to be determined by May 1 of each year. During any extended summer visitation of more than three consecutive weeks, it should be the noncustodial parents duty to arrange for a time mutually convenient, a 48-hour continuous period of visitation for the custodial parent unless long-distance vacation plans make this impractical. This Standard Visitation Order applies to a home without any school-age children. This paragraph does not contemplate the situation when a noncustodial parent lives outside a sixty-mile radius from Marion County. In the event that a noncustodial parent lives out of state or outside a sixty-mile radius of Marion County, the forty-eight (48) hour continuous period of visitation for the custodial parent may not be practicable and should not be enforced.

(b) For homes with children five years old or older: If the home has school age children and the summer vacation is twelve weeks long, the noncustodial parent shall have two non-consecutive three-week period to be determined by May 1 of each year. However, if the summer vacation is less than twelve weeks the vacations time shall be split equally between the parties. In the event a home has school-age children and preschool age children, the preschool age children schedule shall conform with that of the children ages five and older.

(c) For Summer visitation with children ages five and older, the custodial parent shall be entitled to at least two (2) consecutive

weeks of physical custody of the children each summer, during which time the non-custodial parent shall have no visitation rights, as provided under this Standard Visitation Order.

(d) Each Party shall, by May 1 of each year, advise the other, in writing, of the summer visitation that he and she are requesting. The noncustodial parent shall, by May 1 of each year, advise the custodial parent, in writing, of his/her summer visitation schedule. Such request shall be utilized by the custodial parent unless the custodial parent has mandatory time off from work during such requested time and the noncustodial parent does not have mandatory time off from work during the requested time. In that event the custodial parent shall, if requested as soon as the parent is aware of the mandatory time off work, but no later than by April 1st of that year, be entitled to have the children with him/her during such mandatory time off from work, and the noncustodial parent shall have to rearrange summer visitation schedule. In any event, the custodial parent shall notify the noncustodial parent in writing on or before May 15 of each year as to when he/she shall be exercising his/her two-week uninterrupted period with the minor children.

(3) Visitation by RONALD D. HARSIN.

Notwithstanding the periods of visitation ORDERED AND DECREED for PAMELA J. HARSIN, it is explicitly ORDERED AND DECREED that RONALD D. HARSIN shall have a superior right of possession to the child as follows:

1. Weekends. Alternating weekends.

2. In Years ending in an Even-Number:

(a) The night before each child's birthday from 5:00 p.m. to 8:00 p.m.;

(b) Spring break in a home with school-age children for the duration of the vacation break from Friday at 6:00 p.m. to the following Sunday at 7:00 p.m.. If spring break is a two week period, the parties should alternate the weeks, with the parent who has spring break as his/her holiday visitation getting the first week, unless the parties agree otherwise.

(c) Memorial Day weekend from 6:00 p.m. on Friday until 7:00 p.m. on Monday;

(d) Independence Day from 6:00 p.m. on July 3 until 7:00 p.m. on July 5;

(e) Thanksgiving holiday from 6:00 p.m. on Wednesday until 7:00 p.m. on Sunday;

(f) From noon to 9:00 p.m. on Christmas Day and the second half of the

child's winter Christmas vacation from school with the period being counted from the evening the child is released from school to the evening the day before the child will return to school. For preschool children the same schedule shall be determined by the vacation period of the public grade school in the custodial parent's school district.

3. In Years in an Odd-Number:

   (a) each child's birthday

   (b) Easter weekend from 6:00 p.m. on Good Friday until 7:00 p.m. on Easter Sunday;

   (c) Labor Day weekend from 6:00 p.m. on Friday until 7:00 p.m. on Monday;

   (d) Halloween evening from 6:00 p.m., until 9:00 p.m.;

   (e) Fall break for home with school-age children;

   (f) The first half of the child's winter vacation from school with the period being counted from the evening the child is released from school to the evening the day before the child will return to school with the exception of noon to 9:00 p.m. on Christmas Day, which time shall be with the other parent. For preschool children the same schedule shall apply and the Christmas period shall be determined by the vacation period of the public grade school in the custodial parent's school district.

4. Every year on custodial parent's birthday from 9:00 a.m. until 7:00 p.m. and Mother's or Father's Day weekend applicable to the custodial parent from Friday at 6:00 p.m. until Sunday at 7:00 p.m.

General Terms and Conditions

Except as otherwise explicitly provided in this Standard Visitation order, the terms and conditions of visitation of child that apply regardless of the distance between the residence of a parent and the child are as follows:

1. Holiday Visitation Supersedes Routine Visitation: In the event of any conflict between alternate weekend visitation and the specific "holiday" visitation outlined herein, the specific "holiday" visitation shall supersede the alternate weekend visitation.

2. Missed Weekend Visitation as the Result of holiday of Other Superseding Visitation: Whenever the child or children is with one of his or her parents for two (2) consecutive weekends, then notwithstanding any other provisions contained within this Standard Visitation Order, the parent that did not have physical custody of the child for those two (2)

weekends, shall have the child for the following weekend and the parties shall then re-establish alternate weekend visitation. The only exception to this provision of the reconfiguration of "alternate weekend visitation" shall be exercising the extended summer visitation as outlined herein.

3. Abatement of Support During Extended Visitation: If support obligation is current, support shall abate 50 percent during the visitation for seven consecutive days or more. If support is not current, the 50 percent that would have been abated shall be paid and shall apply to the existing arrearage. If the custodial parent actually receives the full amount of child support during this period and if the support is current, it is the custodial parent's obligation to refund the money immediately to the noncustodial parent. This alleviates many of the problems that arise when wage withholding orders have been issued.

4. Pick-up and Drop-off: Unless other arrangements are made, the non-custodial parent shall pick up the children at the times specifies and return them at the times specified. The custodial parent shall have the children ready for visitation at the time they are to be picked up and shall be present at the home to receive the children at the time they are returned. While it is most desirable for the parent to pick up and return the children, this provision does not prohibit grandparents, current spouses or other appropriate adults known to the children.

5. Failure to Exercise Visitation: The non-custodial parent shall give the custodial parent three days' prior notice if he or she does not intend to exercise visitation unless and emergency situation exists, in which case he or she will give such notice as is possible under the circumstances.

6. Missed Visitation: In the event the non-custodial parent misses visitation as the result of illness of the child or parent, an emergency, or other such reasonable excuse, the parties shall make a good faith effort to make up a portion of that visitation within a reasonable period of time, understanding the importance of the non-custodial parent's continuing frequent contact with the children. It is important to remember that illness should not necessarily deprive the noncustodial parent of visitation with the children. Clearly, a noncustodial parent can take care of a sick child as well as the custodial parent in many circumstances.

7. Caretaker Provision: As a general rule, each parent shall have the right of first refusal for child care or babysitting needs of the other parent for durations of four hours or more. Whenever either parent has a need for child care of babysitting for a duration of four hours or more, that parent should always make a good faith attempt first to inquire of the other parent, with as much advance notice as reasonably possible, whether the other parent desires to provide the child care or babysitting. The other parent is under no obligation to provide the child care or babysitting. If the other parent elects to provide such child care or babysitting, it shall be done at no cost. This provision is intended to provide each parent additional access to the children whenever reasonably

possible.

8. Extracurricular Activities of Children: Children are often involved in sports, lessons, and other extracurricular activities which are generally to their benefit and enjoyment. Each parent should recognize that a reasonable amount of extracurricular activities are generally assumed to be in the children's best interests. Each parent should attempt to be flexible in order to accommodate the children's extracurricular activity schedules as much as reasonably possible, although extracurricular activities should not supersede summer visitation with noncustodial parents, nor should they be used as a method by which to deny access to the noncustodial parent. In recognition of the scheduling difficulties that can be caused by children's extracurricular activities, custodial parents should act in good faith in attempting to schedule such extracurricular activities as not to unreasonably infringe upon the noncustodial parent's access to the children. Likewise, the noncustodial parent should act in good faith in attempting to assist in transportation needs and in accommodating the children's extracurricular schedules as much as reasonably possible. Good faith communication by the parents is essential with regard to the difficult issue of the scheduling of children's extracurricular activities.

9. Current Information and Telephone Privileges: Each parent shall supply the other with his/her current address and telephone number. Each parent shall allow liberal and reasonable telephone and mail privileges with the children.

10. School Information: The non-custodial parent shall make an effort to obtain information about the child's school progress and functions directly from the school and, if required by the school, the custodial parent shall execute any necessary forms to allow the release of this information. In the event the school is not willing to provide the non-custodial parent with this information, the custodial parent shall provide copies of all school reports within ten days of their receipt. The custodial parent shall inform the non-custodial parent of school and\or social functions permitting parental participation within 24 hours of notification of such function.

11. Medical Reports and Bills: The custodial parent shall provide copies of all medical information, and documentation, including bills, within ten (10) days of their receipt and shall immediately notify the other parent in the event of a medical emergency.

Every effort shall be made for the custodial parent to provide the noncustodial parent with the necessary information of a medical expense in order to get the bill satisfied. The parent with the medical insurance shall provide the other parent with a copy of the explanation of benefits within ten (10) days from the date of the receipt of same so that the uninsured portion of the bill can be quickly calculated and paid within a reasonable period of time.

12. Visitation Disputes: Neither visitation nor child support is to be withheld due to either parent's failure to comply with a court order. If a dispute arises concerning visitation, the parents shall first consider resolving the dispute through family counseling or mediation, either privately or through the Marion County Domestic Relations Counseling Bureau.

13. Modification: If the parties mutually agree permanently to change the provisions of their decree of divorce, they must petition the Court to approve and order that change. In the event that the parties do not obtain a court order, the Court will not be bound by any alleged agreement of the parties.

14. Each party is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of visitation.

15. If PAMELA J. HARSIN's time of visitation of the child ends at the time school resumes and for any reason the child is not or will not be returned to school, PAMELA J. HARSIN shall immediately notify the school and RONALD D. HARSIN that the child will not be or has not been returned to school.

This concludes the Standard Visitation Order.

Child Support

IT IS ORDERED AND DECREED THAT PAMELA J. HARSIN is obligated to pay and, subject to the provisions for withholding from earnings for child support specified below, shall pay to RONALD D. HARSIN child support of $85.00 per week with the first payment being due and payable on the first Friday following the courts approval of this decree , and like payment being due and payable on each Friday thereafter until the date of the earliest occurrence of one of the following events:

[1] the child reaches the age of 21 years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma, the periodic child-support payments shall continue to be due and paid until the end of the school year in which the child graduates;

[2] the child marries;

[3] the child dies;

[4] the child's disabilities are otherwise removed for general purposes;

[5] the child is otherwise emancipated; or

[6] further order modifying the child support.

If during the calendar year of 1998, the non-custodial parent, PAMELA J. HARSIN, conducts regular visitation pursuant to the Standard Visitation Order, then starting the calendar year of 1999, the non-custodial parent, PAMELA J. HARSIN shall receive a ten (10) percent reduction of his support so long as he is current in his support obligation.

The parties are notified that either party may file a petition with this Court to modify child support. Before a child support order may be modified in Indiana, it is necessary for a party to demonstrate to the Court that the amount of support previously ordered differs from the guidelines established by law in Indiana by twenty percent (20%). *[I.C. 31-1-11.5-17-(a) (2)]* Before custody may be modified, the court must find that a change in custody is in the best interset of the child and that there has been a substantial change in one or more of the following factors:

(1) the age and sex of the child;
(2) the wishes of the child's parent or parents;
(3) the wishes of the child, with more consideration given to the child's wishes if the child is at least fourteen (14) years of age;
(4) the interaction and interrelationship of the child with his parent or parents, his siblings, and any other person who may significantly affect the child's best interests;
(5) the child's adjustment to his home, school, and community; and
(6) the mental and physical health of all individuals involved.

The Court is not obligated to change custody upon a showing of the above stated factors, but is only required to consider those factors under Indiana law. The crtiteria stated is the present law in Indiana and any future changes by the Legislature shall also change this decree.

IT IS ORDERED AND DECREED that any employer of PAMELA J. HARSIN shall be

ordered to withhold from earnings for child support from the disposable earnings of PAMELA J. HARSIN for the support of RYAN D. HARSIN. "Earnings" means compensation paid or payable to PAMELA J. HARSIN for personal services, whether called wages, salary, commission, bonus, or otherwise, and includes periodic payments pursuant to a pension, disability and retirement program, and unemployment benefits. "Disposable earnings" is that part of PAMELA J. HARSIN earnings remaining after deduction of any amounts required by law to be withheld, union dues, nondiscretionary retirement contributions, and medical, hospitalization, and disability insurance coverage for PAMELA J. HARSIN and his child. Depending on the regularly scheduled wage and salary payments established by employer, the employer shall be ordered to withhold from earnings for child support on the schedule appropriate to the employer's payroll period $365.50 if paid monthly, $184.17 if paid twice a month, $170.00 if paid every other week, and $85.00 if paid weekly provided that the amount of income withheld for any pay period shall not exceed 60 percent of PAMELA J. HARSIN's disposable earnings. The first payment is due and payable no later than the first pay period that occurs 14 days following the date on which the "Wage Withholding Order" is served on the employer. The employer shall continue to withhold income as long as PAMELA J. HARSIN remains in employment or until further order of this Court.

IT IS FURTHER ORDERED AND DECREED that all amounts withheld from the disposable earnings of PAMELA J. HARSIN by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligations. Payment of the full amount of child support ordered by this decree through the means of withholding from earnings shall discharge the child support obligations. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to

be paid by this decree, the balance due remains an obligation of PAMELA J. HARSIN and it is hereby **ORDERED AND DECREED** that PAMELA J. HARSIN pay the balance directly to the Marion County Clerk's Office as specified below.

Marion County Clerk
W121 City-County Building
Indianapolis, IN 46204

IT IS ORDERED AND DECREED that all payments shall be made through:

Marion County Clerk
W121 City-County Building
Indianapolis, IN 46204

and be remitted by that agency to RONALD D. HARSIN for the support of the child.

For the purpose of federal income tax withholding, PAMELA J. HARSIN is **ORDERED AND DECREED** to claim no fewer than the actual number of his dependents on Form W-4.

IT IS FURTHER ORDERED AND DECREED that PAMELA J. HARSIN shall notify this Court and RONALD D. HARSIN by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of PAMELA J. HARSIN and the name and address of his current employer, whenever that information becomes available.

IT IS ORDERED AND DECREED that, on the request of a prosecuting attorney, the Attorney General, PAMELA J. HARSIN or RONALD D. HARSIN, the Clerk of this Court shall cause a certified copy of the "Wage Withholding Order" to be delivered to any employer.

IT IS FURTHER ORDERED AND DECREED that the Clerk of this Court shall attach a copy of section 21-2-10-8 of the Indiana Code for the information of any employer.

IT IS ORDERED AND DECREED that PAMELA J. HARSIN shall pay, when due, all fees charged by the Clerk of this Court through whom child support is paid.

IT IS FURTHER ORDERED AND DECRRED that PAMELA J. HARSIN shall claim the minor chlid on Federal ans State tax returns and that RONALD D. HARSIN is ORDRED to execute any and all necessary tax forms for each and every year/

Health Care Provisions

If, PAMELA J. HARSIN, is or ever becomes a member of the United States Armed Forces and that child of the marriage is eligible to receive health care and other benefits as a dependent of a United States Armed Forces member or retired member, PAMELA J. HARSIN is ordered to keep and maintain in current status and deliver to RONALD D. HARSIN the identification card and any other forms necessary for the child of the marriage to be provided health care through all facilities available to the child as a dependent of a member of the Armed Forces of the United States and to provide to RONALD D. HARSIN all additional verified applications for renewal of dependent identification cards at least 30 days before the expiration date of the identification cards, until a child is no longer eligible for such benefits.

In the event that the child is ineligible for the above described benefits, then the following health insurance provisions shall apply:

IT IS ORDERED AND DECREED that health insurance shall be provided for the child, as follows:

1. PAMELA J. HARSIN Responsibilities. It is the intent and purpose of this decree that PAMELA J. HARSIN shall, at all times, provide and pay for health insurance for the child. **IT IS THEREFORE ORDERED AND DECREED** that PAMELA J. HARSIN shall provide health insurance for the parties' child, through (a) coverage available through PAMELA J. HARSIN's employment, (b) coverage available

through RONALD D. HARSIN's employment, (c) the purchase and maintenance of health insurance coverage as set out below, or (d) conversion (at a later date) of health insurance covering the child.

2. Definitions. "Health insurance" means insurance coverage that provides basic health care services, including usual physician services, hospitalization, and laboratory, x-ray, and emergency services and may be provided through a health maintenance organization or other private or public organization.

"Through employment" means through the party's employment or membership in a union, trade association, or other organization.

3. Insurance Through PAMELA J. HARSIN's Employment.

IT IS ORDERED AND DECREED that, if health insurance is available for the child through PAMELA J. HARSIN's employment, PAMELA J. HARSIN shall, at his sole cost and expense, keep and maintain at all times in full force and effect the health insurance coverage that now insures the parties' child through his employer, or through such health insurance plan as is available through other employment or other insurance provided.

4. Insurance Through RONALD D. HARSIN's Employment. If health insurance is not available for the child through PAMELA J. HARSIN's employment but is available to the child through RONALD D. HARSIN's employment, RONALD D. HARSIN is **ORDERED AND DECREED** to have the child covered as a dependent on RONALD D. HARSIN's health insurance plan on the first day of the month after RONALD D. HARSIN receives written demand from PAMELA J. HARSIN. It is **ORDERED AND DECREED** that PAMELA J. HARSIN reimburse RONALD D. HARSIN for the monthly premiums for said insurance within five days after receiving written notice of said monthly premiums.

5. Conversion of Policy. IT IS FURTHER ORDERED AND DECREED that if the party through whose employment health insurance has been provided for the child is leaving that employment or for any other reason health insurance will not be available for the child through the employment of either party, the party leaving employment or losing coverage shall, within ten days of termination of his or her employment or coverage, convert the policy to individual coverage, at the time his or her employment or coverage is terminated. Further, if that health insurance was available through RONALD D. HARSIN's employment, PAMELA J. HARSIN shall reimburse RONALD D. HARSIN for the costs of the converted policy in accordance with paragraph [4.] above.

6. If Policy Not Convertible. If the health insurance policy covering the child is not convertible and if no health insurance is available for the child through the employment of either party, IT IS ORDERED AND DECREED that PAMELA J. HARSIN shall purchase and maintain, at his sole cost and expense, health insurance coverage for the child. PAMELA J. HARSIN is ORDERED AND DECREED to provide verification of the purchase of the insurance to RONALD D. HARSIN at RONALD D. HARSIN's last known address, including the insurance certificate number and the plan summary, no later than five (5) days following the issuance of the policy.

7. Copy of Policy. IT IS FURTHER ORDERED AND DECREED that within fourteen (14) days after this Decree of Divorce is signed, the party carrying the health insurance policy covering the child shall furnish to the other party a true and correct copy of the health insurance policy or certificate and a schedule of benefits covering the child. IT IS FURTHER ORDERED AND DECREED that the party carrying that policy shall furnish to the other party a true and correct copy of any renewals or changes (including conversions) of the insurance

policy within fourteen (14) days after the issuance of the renewal or change.

8. Claims Forms. The party who is not carrying the health insurance policy covering the child is **ORDERED AND DECREED** to submit to the party carrying the policy any and all forms, receipts, bills, and statements reflecting the medical or health care expenses the party not carrying the policy incurs on behalf of the child within ten days of receiving them.

The party who is carrying the health insurance policy covering the child is **ORDERED AND DECREED** to submit all forms required by the insurance company for payment of reimbursement of medical or health care expenses incurred by either party on behalf of the child to the insurance carrier within ten (10) days of that party's receiving any form, receipt, bill, or statement reflecting the expense.

9. Constructive Trust for Payments Received. **IT IS ORDERED AND DECREED** that any insurance payments received by the party carrying the health insurance policy covering the child from the health insurance carrier as reimbursement for health care expenses incurred by or on behalf of the child shall belong to the party who incurred and paid those expenses. **IT IS FURTHER ORDERED AND DECREED** that the party carrying the policy is designated a constructive trustee to receive any insurance checks or payments for expenses incurred and paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits, to the other party within three days of receiving them.

10. Secondary Coverage. **IT IS FURTHER ORDERED AND DECREED** that nothing in this decree shall prevent either party from providing secondary health insurance coverage for the child at that party's sole cost and expense. **IT IS FURTHER ORDERED AND DECREED** that if a party provides secondary health insurance

coverage for the child, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the child and to ensure that the party who pays for health care expenses for the child is reimbursed for the payment.

IT IS FURTHER ORDERED AND DECREED that if a party provides secondary health insurance for the child, that party shall furnish to the other party a true and correct copy of the policy an a schedule of benefits within fourteen (14) days after the policy becomes effective.

11. Uninsured Expenses. Pursuant to the Indiana Child Support Guidelines RONALD D. HARSIN is ORDERED AND DECREED to pay the first Five Hundred Thirty-nine Dollars and Seventy-six Cents ($539.76) (6% of the annual support ordered) of all health care expenses not paid by insurance and incurred by or on behalf of the parties' child; thereafter, RONALD D. HARSIN is ORDERED AND DECREED to pay fifty-one percent (51%) of all health care expenses not paid by insurance and incurred by or on behalf of the parties' child; and PAMELA J. HARSIN is ORDERED AND DECREED to pay forty-nine percent (49%)of all health care expenses not paid by insurance and incurred by or on behalf of the parties' child, including, without limitation, the yearly deductible and medical, prescription drug, psychiatric, psychological, dental, eye care, ophthalmological, and orthodontic charges, for as long as child support is payable under the terms of this decree.

12. Exclusions. This provision shall not be interpreted to include expenses for psychological testing, travel to and from the health care provider, or nonprescription medication.

13. Payment of uninsured Expenses. IT IS FURTHER ORDERED AND DECREED that the party who paid for a health care expenses on behalf of the child shall

submit to the other party any and all forms, receipts, bills, and statements reflecting the uninsured portion of the medical or health care expenses the paying party incurs on behalf of the child within ten days after he or she receives them. IT IS ORDERED AND DECREED that, within ten (10) days after the nonpaying party receives the forms, receipts, bills, or statement, that party shall pay his or her percentage share of the uninsured portion of the medical or health care expenses either by paying the health care provider directly or by reimbursing the paying party for any advance payment over and above the paying party's share of the expense.

14. Reasonableness of Charges. IT IS ORDERED AND DECREED that reasonableness of the charges for medical expenses shall be presumed on presentation of the bill to a party and that disallowance of the bill by a health insurer shall not excuse that party's obligation to make payment or reimbursement as otherwise provided herein.

15. Information Required. PAMELA J. HARSIN is ORDERED AND DECREED to furnish RONALD D. HARSIN the following information not later than the 30th day after the date the notice of the rendition of this decree is received.

(a) PAMELA J. HARSIN's Social Security number;

(b) the name and address of PAMELA J. HARSIN's employer;

(c) whether the employer is self-insured or has health insurance available; and

(d) the name of the health insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit to claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim.

Additionally, IT IS ORDERED AND DECREED PAMELA J. HARSIN shall provide to RONALD D. HARSIN any additional information regarding health insurance coverage for the child that becomes available to PAMELA J. HARSIN. IT IS ORDERED AND DECREED that the information shall be provided no later than the 15th day after the date the information is received.

16. Notice of Termination or Lapse of Insurance. If the health insurance coverage for the child lapses or terminates, the party who is carrying the insurance on the child is ORDERED AND DECREED to notify the other party not later than the 15th day after the date of termination or lapse. If additional health insurance is available to either party for the child, each party must notify the other party not later than the 15th day after the date the insurance becomes available. PAMELA J. HARSIN must enroll the child in a health insurance at the next available enrollment period.

17. Warning. ANY OBLIGOR WHO FAILS TO PROVIDE HEALTH INSURANCE AS ORDERED IS LIABLE FOR ANY AND ALL NECESSARY MEDICAL EXPENSES OF THE CHILD, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID BY HEALTH INSURANCE HAD IT BEEN PROVIDED.

IT IS FURTHER ORDERED AND DECREED that the child support as prescribed in this decree shall be exclusively discharged in the manner ordered and that any direct payments made by PAMELA J. HARSIN or any expenditures incurred by PAMELA J. HARSIN during PAMELA J. HARSIN's periods of visitation or access to the child, as prescribed in this decree, for food, clothing, gifts, travel, shelter, or entertainment, are deemed in addition to and not in lieu of the support ordered in this decree.

Miscellaneous

PAMELA J. HARSIN and RONALD D. HARSIN are each ORDERED AND DECREED to inform the other within twenty-four (24) hours of any medical condition of the parties' child requiring surgical intervention and/or hospitalization.

Each party is ORDERED AND DECREED to keep the other party fully and promptly informed of his or her current address, home telephone number, name of employer, place of employment, and work telephone number and of the address of the child's school or day-care center. Each party who intends a change of place of residence is ORDERED AND DECREED to give written notice of the intended date of change and the new address of residence to the other party and also to the Clerk of this Court on or before thirty (30) days before the change of residence, or, if the party did not know and could not have known of the change before the thirty (30) day period, the first day the party knew or should have known of the change.

Notices

THE FOLLOWING NOTICE IS GIVEN TO THE PARTIES:

FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR VISITATION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED

CHILD SUPPORT TO THAT PARTY.

EACH PERSON WHO IS A PARTY TO THIS ORDER OR DECREE IS ORDERED TO MAKE NOTIFICATION AS REQUIRED AND SET OUT HEREIN. THE DUTY TO FURNISH THESE NOTIFICATIONS CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER OR DECREE, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR IS ENTITLED TO VISITATION OR ACCESS TO A CHILD.

Division of Marital Estate

The Court finds that the following is a just and right division of the parties' marital estate, taking into consideration the factors as mandated in I.C. 31-1-11.5-11 of the Indiana Code and having due regard for the rights of each party and the children of the marriage.

IT IS ORDERED AND DECREED that the estate of the parties is divided as follows:

Real Estate

The Court awards and grants to RONALD D. HARSIN the real property and improvements thereon located at 236 S. Kenmore Rd, Indianapolis, more particularly described as follows:

> Lot Numbered 32 In Kenmore Heights Addition, An Addition To The City Of Indianapolis. As Per Plat Thereof Recordered In Plat Book 31, Page 7, In The Office Of The Recorder Of Marion County, Indiana.

which is presently titled in the names of RONALD D. HARSIN and PAMELA J. HARSIN; the Court orders said real estate to be vested in the name of RONALD D. HARSIN thereby granting full right, title and interest in said real estate to said RONALD D. HARSIN and PAMELA J. HARSIN is hereby ordered to divest of all right, title, and interest to the above described real estate; it should be further ordered that this Decree of Dissolution of Marriage be recorded by said RONALD D. HARSIN in the Office of the County Recorder of the county in which said real

estate is located. PAMELA J. HARISN is to receive Fifteen Thousand Dollars ($15,000.00) for her share of equity in said real estate; payment to be made at Three Hundred Dollars ($300.00) until paid or paid in full by December 31, 2003.

The Court awards and grants to PAMELA J. HARSIN the real property and improvements thereon located at 500 Jones Street, Old Hickorey, Tennessee, more particularly described as follows:

> LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 11 ON THE PLAN OF SECTION "A" VILLAGE OF OLD HICKORY AS OF RECORD IN BOOK 1424, PAGE 68, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NOT. 11 BEING A CORNER LOT, FRONTS 53.1 FEET ON THE WESTERLY MARGIN OF JONES STREET, 83 FEET ON THE SOURTHERLY MARGIN OF JONES STREET, 83 FEET ON THE SOURTHERLY MARGIN OF FITH STREET AND 15.6 FEET ALONG THE CURVING CORNER OF SAID INTERSECTION; AND RUNS BACK BETWEEN CONVERGING LINE 63.8 FEET ON THE WESTERLY SIDE LINE AND 91 FEET ON THE SOURTHERLY LINE TO A POINT AT THE REAR.

which is presently titled in the names of PAMELA J. HARSIN and RONALD D. HARSIN, WIFE AND HUSBAND; the Court orders said real estate to be vested in the name of PAMELA J. HARSIN thereby granting full right, title and interest in said real estate to said PAMELA J. HARSIN and RONALD D. HARSIN is hereby ordered to divest of all right, title, and interest to the above described real estate; it should be further ordered that this Decree of Dissolution of Marriage be recorded by said PAMELA J. HARSIN in the Office of the County Recorder of the county in which said real estate is located.

Property to Petitioner

Petitioner, PAMELA J. HARSIN, is awarded the following as Petitioner's Sole and separate property, and Respondent is divested of all right, title, interest, and claim in and to such property:

[1] All household furniture, furnishings, fixtures, goods, appliances, and equipment in the possession of or subject to the sole control of Petitioner, unless otherwise stated herein.

[2] All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of Petitioner, unless otherwise stated herein.

[3] Any and all sums of cash in the possession of or subject to the sole control of Petitioner, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.

[4] The 1997 Saturn and 1990 Nisson motor vehicle, together with all prepaid insurance, keys, and title documents.

[5] Any and all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, pension plan, employee stock option plan, employee savings plan, accrued unpaid bonuses, or other benefit program existing by reason of Petitioner's past, present, or future employment.

Property to Respondent.

Respondent, RONALD D. HARSIN, is awarded the following as Respondent's sole and separate property, and Petitioner is divested of all right, title, interest, and claim in such property:

[1] All household furniture, furnishings, fixtures, goods, appliances, and equipment in the possession of or subject to the sole control of Respondent, unless otherwise stated herein.

[2] All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of Respondent, unless otherwise stated herein.

[3] Any and all sums of cash in the possession of or subject to the sole control of Respondent, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control.

[4] The 1989 Chevy, 1988 S-10 Pickup Truck, 1963 Chevy II motor vehicle, together with all prepaid insurance, keys, and title documents.

[5] Any and all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, pension plan, employee stock option plan, employee savings plan, accrued unpaid bonuses, or other benefit program existing by reason of Respondent's past, present, or future employment.

Debts to Petitioner

IT IS ORDERED AND DECREED that Petitioner shall be solely responsible for, as a part of the division of the estate of the parties, the following debts and obligations and shall indemnify and hold Respondent and Respondent's property harmless for all failure to so discharge these debts and obligations:

1. Any and all debts, charges, liabilities and other obligations secured by property awarded to Petitioner.

2. All liabilities personally incurred by PAMELA J. HARSIN since the _____ day of _____, 19____.

3. Kimba Credit Union.

Debts to Respondent

IT IS ORDERED AND DECREED that respondent shall be solely responsible for, as a part of the division of the estate of the parties, the following debts and obligations and shall indemnify and hold Petitioner and Petitioner's property harmless from all failure to so discharge these debts and obligations.

1. Any and all debts, charges, liabilities and other obligations secured by property awarded to Respondent.

2. All debts personally incurred by RONALD D. HARSIN since the _____ day of _____, 19____.

As a part of the division of the estate of the partes, any community liability not expressly assumed by a party under this agreement will be paid by the party incurring the liability.

Execution of Documents

The parties agree to execute any and all documents necessary to comply with the terms of this Decree, including but not limited to Deeds and Motor Vehicle Titles, if any.

Attorney's Fees

It is ordered that each party be responsible for his or her own attorney's fees and expenses.

The Respondent hereby acknowledges that Respondent has been advised by the Attorney for Petitioner, i.e. MARVIN E. COFFEY, that Respondent should consult an Attorney concerning any rights and liabilities which may attach or enure to Respondent pursuant to the terms of this Agreement, or pursuant to applicable law, and Respondent having been so advised, hereby further acknowledges that Respondent has consulted an Attorney regarding same, or has voluntarily and knowingly elected not to consult an Attorney regarding said rights and liabilities.

Court Costs

Cost of court are to be borne by the party by whom such cost were incurred.

Clarifying Orders

Without affecting the finality of this Decree of Divorce, the Court expressly reserves the right to make orders necessary to clarify and enforce decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in the cause and not expressly granted is denied.

Date of Judgment

Signed on the _____ day of MAR 15 1998, 1998.

Judge, Marion County Superior Court
Civil Division Room No.