

**IN THE 25<sup>th</sup> JUDICIAL CIRCUIT COURT, PULASKI COUNTY, MISSOURI**

In re the Marriage of: )  
Chance Nathan Carmack and )  
Hailey Nichelle Carmack )  
Chance Nathan Carmack )  
Petitioner, )

FILED  
RACHELLE DEAGLEY

SEP 28 2023

CIRCUIT CLERK/RECORDER  
PULASKI COUNTY, MO

vs. ) Case No. 23PU-CV01272 )

Hailey Nichelle Carmack )  
Respondent. )

**JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE**

Now on this 27 day of September, 2023, this matter comes on to be heard before the Honorable Judge Michael Headrick, Circuit Court Judge, Pulaski County, Missouri; Petitioner, Chance Nathan Carmack, appears by through his attorney of record, Mark E. Rector, and by affidavit; Respondent, Hailey Nichelle Carmack, appears pro-se by affidavit. The parties having filed a Joint Affidavit for Judgment that his cause shall be submitted to the Court upon the pleadings, pursuant to Pulaski County Local Rules, and the Court upon the affidavit, pleadings, and the evidence makes the following findings:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]

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13. [Redacted]

14. That this Court has jurisdiction pursuant to the UCCJEA to award the care and custody of the minor children in that (a) the State of Missouri is the home state of said children at the time of the commencement of these proceedings; (b) neither

party has participated in any capacity in any other litigation concerning the custody of the children in this or any other state; (c) neither party has information of any custody proceedings concerning the children pending in a court in this or any other state; and (d) no person, other than the parties herein, has physical custody of the children or claims to have custody or visitation rights with respect to the children.

15. [REDACTED]

16. [REDACTED]

17. [REDACTED]

18. [REDACTED]

**IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT THAT** the marriage of Petitioner, Chance Nathan Carmack, and Respondent, Hailey Nichelle Carmack, is hereby dissolved.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT THAT** [REDACTED]

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT**

**THAT**

[REDACTED]

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT**

**THAT**

[REDACTED]

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT**

**THAT** the residence of the child or of any party entitled to custody or visitation rights with the minor child shall not be changed unless such party has complied with the provisions of Section 452.377 RSMo. The parties shall take notice that pursuant to Section 452.377 RSMo.:

Absent exigent circumstances as determined by a court with jurisdiction, you, as a party to this action, are ordered to notify, in writing by certified mail, return receipt requested, and at least sixty days prior to the proposed relocation, each party to this action of any proposed relocation of the principal residence of the child, including the following information:

- (1) The intended new residence, including the specific address and mailing address, if known, and if not known, the city;
- (2) The home telephone number of the new residence, if known;
- (3) The date of the intended move or proposed relocation;
- (4) A brief statement of the specific reasons for the proposed relocation of the child; and

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

(6) The other party's right, if that party is a parent, to file a motion, pursuant to Section 452.377, RSMo, seeking an order to prevent the relocation and an accompanying affidavit setting forth the specific good-faith factual basis for opposing the relocation within thirty day of receipt of the notice.

Your obligation to provide this information to each party continues as long as you or any other party by virtue of this order is entitled to custody of a child covered by this order. Your failure to obey the order of this court regarding the proposed relocation may result in further litigation to enforce such order, including contempt of court. In addition, your failure to notify a party of a relocation of the child may be considered in a proceeding to modify custody or visitation with the child. Reasonable costs and attorney fees may be assessed against you if you fail to give the required notice.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT**

that in the event of noncompliance with this order, the aggrieved party may file a verified motion for contempt. If custody, visitation, or third-party custody is denied or interfered with by a parent or third party without good cause, the aggrieved person may file a family access motion with the court stating the specific facts that constitute a violation of the custody provisions of the judgment of dissolution, legal separation, or judgment of paternity. The Circuit Clerk will provide the aggrieved party with an explanation of the procedures for filing a family access motion and a simple form for use in filing the family access motion. A family access motion does not require the assistance of legal counsel to prepare and file.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT**

**THAT**

[REDACTED]



**IN THE 25<sup>th</sup> JUDICIAL CIRCUIT COURT, PULASKI COUNTY, MISSOURI**

In re the Marriage of: )  
Chance Nathan Carmack and )  
Hailey Nichelle Carmack )  
Chance Nathan Carmack )  
24970 Republic Road )  
Waynesville, Missouri 65583 )  
SSN: xxx-xx-5730 )  
Petitioner, )

vs. )

Case No. \_\_\_\_\_ )

Hailey Nichelle Carmack )  
25996 Rita Lane )  
Waynesville, Missouri 65583 )  
SSN: xxx-xx-0285 )  
Respondent. )

**PROPERTY SETTLEMENT AND SEPARATION AGREEMENT**

This AGREEMENT made and entered into by and between Petitioner, Chance Nathan Carmack, hereinafter referred to as HUSBAND, and Respondent, Hailey Nichelle Carmack, hereinafter referred to as WIFE,

**WITNESSETH:**

**WHEREAS, THE PARTIES** to this AGREEMENT because of irreconcilable differences which have arisen between them, which render it impossible for them to live together as HUSBAND and WIFE, with no reasonable likelihood that the marriage of THE PARTIES can be preserved, to the end that the marriage is irretrievably broken, and;

**WHEREAS, THE PARTIES** want to fully and finally settle all claims for maintenance, all property rights, claims and interests of and between them, and make provisions regarding the disposition of their property, and;

**WHEREAS,**



**NOW THEREFORE,** for valuable consideration, each received by the other and for

mutual promises herein contained, it is agreed:

**Dissolution of Marriage:**

THE PARTIES agree that there remains no reasonable likelihood that the marriage of THE PARTIES can be preserved, and, therefore, their marriage is irretrievably broken. THE PARTIES each agree, if they have not previously submitted themselves to the jurisdiction of the above-named Circuit Court, that they do by execution of this AGREEMENT so submit themselves to the personal jurisdiction of said Court, waiving any objections to venue, if any, which either of them could assert, and request that the above-named Circuit Court enter an Order and Decree dissolving their marriage.

**Court Approval:**

All of the stipulations, conditions, and agreements hereinafter contained are contingent upon the Circuit Court of Pulaski County, Missouri, entering an Order and Decree dissolving the marriage of THE PARTIES herein upon a proper hearing of this cause, and are contingent upon the Court's determination that this AGREEMENT is not unconscionable.

**DIVISION OF MARITAL PROPERTY**

**Personal Property—Terms of Division:**

THE PARTIES hereto have, before the execution of this AGREEMENT, agreed to the physical division of and physically divided all personal property in which either party has an interest and which is not specifically referred to in this AGREEMENT. Each party does hereby transfer and quitclaim unto the other party all of his or her interest in and to all that personal property per the agreed upon division, it being understood and agreed that each shall retain said property as his or her sole and separate property, as the case may be. The personal property and property rights of each party shall be set aside as set forth below:

#	Item Description	Husband	Wife
1.			
2.			
3.			



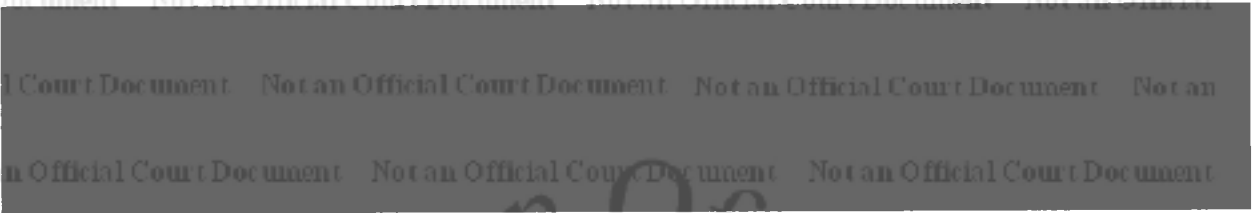
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**Possession of Property:**

To the extent possible, each party will have ninety (90) days from the date of entry of a Decree herein to take possession of property received as set forth herein. Each party will cooperate with the other in the transfer of all personal property as it is divided and distributed by this Agreement. If either party, upon reasonable request, fails or refuses to allow the other possession of his/her property, the party so deprived of the possession may recover from the party failing or refusing (1) at his/her election, the full value of the property, as shown in this Agreement, or possession of the property; (2) damages resulting from the loss of possession, and (3) all costs and expenses, including reasonable attorney's fees, incurred in connection with the recovery of the property or its value. Damages for loss of possession in any event will be not less than \$500.00 since actual damages may be difficult to determine. Absent a written agreement to the contrary, if either party does not make or attempt to make arrangements to take possession of his/her personal property within ninety (90) days from the date of the entry of a Decree herein, the other party may deem it abandoned and dispose of it as he/she sees fit.

**Bank Accounts:**

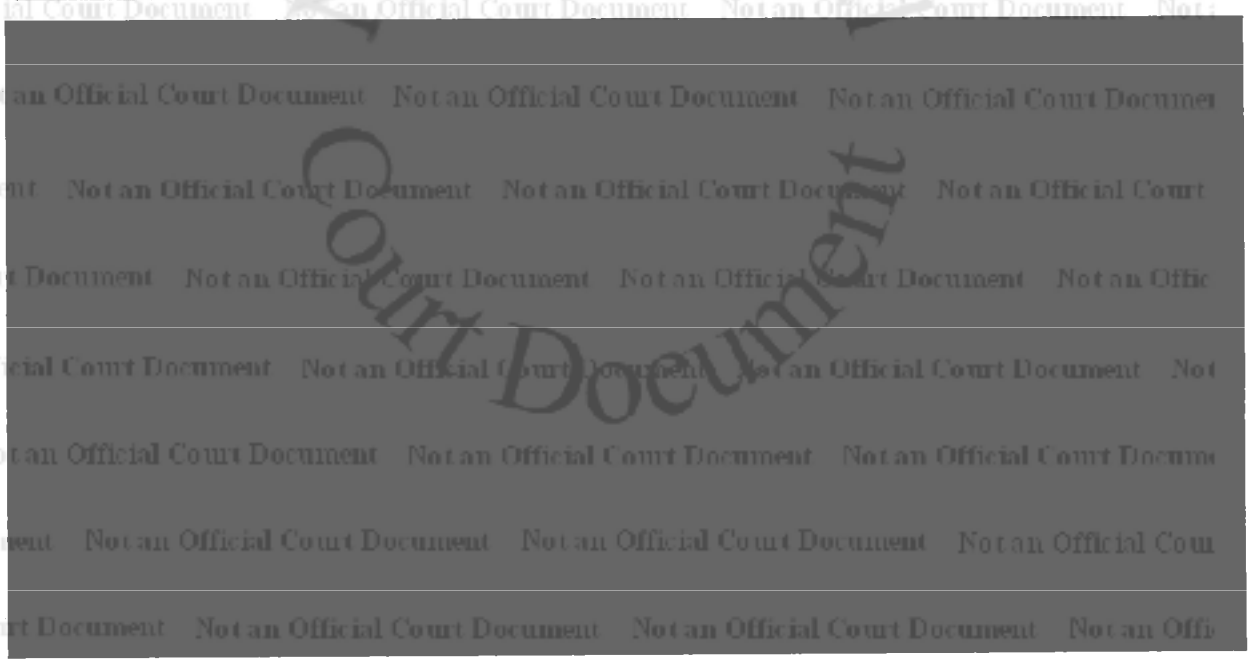
THE PARTIES shall retain as her/his sole and separate property all checking and savings accounts, certificates of deposit and individual retirement accounts at any bank, lending or financial institution which currently exist in her/his own respective name.



**Life Insurance:**

THE PARTIES shall retain as her/his sole and separate property all life insurance policies insuring their own respective life.

**Division of Retirement Plan:**



**Terms for Division of Non-Marital Property:**

THE PARTIES agree that there is no non-marital property to be divided.

**A Complete Division of Marital Property:**

THE PARTIES agree that all marital property, as such term is defined by the statutes of the State of Missouri, has been fully disposed of by the various terms and provisions of this AGREEMENT. THE PARTIES agree that the division of property provided for by this AGREEMENT properly takes into consideration all factors noted in Missouri statutes relating to

said matters and that the division of said marital property is accordingly reasonable and fair.

**Delivery of Property and Documents:**

EACH PARTY shall herewith deliver to the other all property or documents evidencing ownership of property which, by the terms of this AGREEMENT, is to remain or become the property of the other.

**Maintenance:**



**Future Debts—Terms of Payment:**

After the signing of this AGREEMENT, EACH PARTY will be solely liable for the debts incurred by him or her.

**Past Debts—Terms of Payment:**

The parties agree that each party will assume responsibility for, will pay and will indemnify and hold the other party harmless from their debts as set forth below:

#	Creditor/Security	Husband to Pay	Wife to Pay
1.	[Redacted]		
2.			
3.			
4.			

**Indemnification:**

THE PARTIES each agree to indemnify and hold harmless the other, to defend him or her from all claims and liabilities, and to reimburse the other for all expenses made or incurred by the other, either directly or indirectly, including a reasonable attorney's fee, because of his or her failure to pay or otherwise satisfy the specific debts and liabilities assumed by him or her.

**No Undisclosed Debts:**

Each party warrants to the other that, on or before execution of this AGREEMENT, he or she has not incurred any obligation that has not been disclosed to the other, which is either an obligation on or which the other party is or may become personally liable, or an obligation that

could be enforced at any time against an asset held, or to be received under this AGREEMENT, by the other party. Each party covenants not to incur any such obligation on or after the execution of this AGREEMENT, except as specifically agreed upon by both parties.

**Intentions With Respect to Marital Debts:**

THE PARTIES agree that they have endeavored to list all of their marital debts in this AGREEMENT. In the event that any marital debt is not listed and is secured by any marital or separate property, such debt shall be the sole and separate responsibility of the party receiving such property.

**CHILD CUSTODY, VISITATION AND SUPPORT**

**Parenting Plan:**



**MISCELLANEOUS PROVISIONS**

**Incorporation in Decree:**

It is the intent of THE PARTIES that the terms of this AGREEMENT be incorporated and fully set forth in any decree of Dissolution of Marriage entered by the Court.

**Severability of Provisions:**

In the event that any provision of the AGREEMENT is unenforceable when incorporated as part of the Court's judgment, it shall be considered severable and enforceable by an action based on contractual obligation and it shall not invalidate the remainder of this AGREEMENT as incorporated in any Decree.

**Statutory Compliance:**

The validity and construction of this AGREEMENT shall be determined according to the laws of the State of Missouri.

**Living Apart:**

THE PARTIES shall continue to live separate and apart and from the date of this AGREEMENT, free from any interference by the other, as if fully unmarried, and further, neither will molest, malign, annoy, or trouble the other in any manner.

**Disposal of Property:**

Each of THE PARTIES shall, from the date of this AGREEMENT, have the right to dispose of his or her property by intervivos conveyance, gift, last will, or otherwise, as though a single person.

**Bankruptcy**

THE PARTIES acknowledge that they are aware of the provisions of federal bankruptcy law, 11 U.S.C. Section 523(a)(15), of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005. THE PARTIES acknowledge that obligations under this Property Settlement and Separation Agreement, or coming from or arising out of this dissolution judgment are non-dischargeable in bankruptcy.

**Tax Information and Returns:**

THE PARTIES agree to cooperate with each other so as to make certain that each party hereto receives complete information concerning the income tax basis, or cost basis, of the respective assets in properties received by each of THE PARTIES pursuant to the terms of this AGREEMENT. Both HUSBAND and WIFE shall from now on cooperate in furnishing to the other spouse all information required of them by the other spouse which may be necessary for the timely filing of all income tax returns for any calendar year in which THE PARTIES were married.

**Execution of Papers:**

Each party shall, at any time and from time-to-time hereafter, take all steps to execute, acknowledge, and deliver to the other any and all instruments, assurances, and affidavits that the other party may reasonably require or find convenient, expedient, or businesslike for the purpose of giving full force and effect to the provisions of this AGREEMENT.

**Voluntary Agreement and Investigation and Disclosure:**

Each party hereby affirms that they each are entering into this AGREEMENT freely and voluntarily, that they have ascertained and weighed all the facts and circumstances likely to influence his or her judgment herein, that they have given due consideration to such provisions in question, that they have or could have sought independent advice of counsel in regard to all details and particulars of the AGREEMENT and the underlying facts, and that they clearly understand and assent to all the provisions hereof. THE PARTIES further warrant that they have each disclosed to the other the full extent of their respective properties and income, and each

acknowledges that the other has made full disclosure thereof. Each party acknowledges that, in the negotiations and finalization of this AGREEMENT and acts and transactions referred to herein, each has made an independent investigation concerning the nature, extent, and value of the real and personal property of THE PARTIES and that the provisions hereof are just, equitable, and not unconscionable, and merit the approval and confirmation of any Court called to adjudge rights and relations. In executing this AGREEMENT, both HUSBAND and WIFE acknowledge that the provisions and contents hereof were mutually agreed upon between THE PARTIES with the opportunity to seek assistance of counsel. Neither party is presently aware of any complaint which either has concerning the legal representation provided in this matter. Both HUSBAND and WIFE believe this AGREEMENT to be fair and reasonable to both parties.

This AGREEMENT is entered into with the understanding and based upon the assumption that both parties have made full disclosure of all of their income and assets and the values thereof in the Income and Expense Statements and Schedules of Marital and Non-Marital Property filed with the Court. Each party does hereby represent that his/her Income and Expense Statements and Schedules of Marital and Non-Marital Property are true and accurate to the best of his/her knowledge, information, and belief and that no property exists which is not reflected on said financial statements and which has not been disclosed and disposed of under the terms of this AGREEMENT. Each party relies upon the above representations of the other.

THE PARTIES acknowledge that they have had adequate time to review all discovery that has been received, they do not request any additional discovery, and that they are satisfied with the services of their respective counsel. Each acknowledges that they have made to their satisfaction that investigation concerning the nature, extent, and value of the property, income, and assets as they have deemed necessary. Each recognizes that in the event of a trial, they might receive more or they might receive less than provided under the terms of this AGREEMENT. They each acknowledge that they have made the decision to accept the terms of this AGREEMENT of their own free will and volition and have not been induced, unduly influenced, or coerced into said decision. It is the belief of each party that the terms of this AGREEMENT are just, equitable, and not unconscionable.

**Full Release:**

Effective upon the entry of a decree dissolving their marriage which decree approves this AGREEMENT, THE PARTIES agree to and do fully release each other from all claims and

demands whatsoever existing or accruing on account of support, maintenance, or alimony (temporary or permanent), dower, allowances, and any statutory or common law allowances for homestead or support which may have arisen because of the marriage relationship between THE PARTIES and do with this relieve, release, and forever discharge each other from all claims and demands now or hereafter existing and arising in any manner from their relationship as HUSBAND and WIFE, except as provided in this AGREEMENT or by decree of the Court approving this AGREEMENT. Each party hereby relinquishes, renounces and disclaims any interest that may whatsoever exist in the other's will or trust agreement, or the right to serve as executor, personal representative or trustee therein, or the right to serve as guardian or conservator for the other in the event of incompetency or disability, unless hereinafter appointed in such capacity.

Both of THE PARTIES agree that this AGREEMENT is conscionable, considering all statutory factors contained in the Revised Statutes of the State of Missouri which must be considered by the Court, the economic circumstances of THE PARTIES, and all other evidence relevant to that issue. THE PARTIES agree that all property which either HUSBAND or WIFE may acquire or which either HUSBAND or WIFE may otherwise own subsequent to the date of the execution of this AGREEMENT in their respective individual capacities shall be free from any claim whatsoever by the other party. It is intended that this AGREEMENT be a full and complete release between THE PARTIES of and from all matters, obligations, and charges whatsoever arising out of the marriage relationship and that the rights of HUSBAND against WIFE and of WIFE against HUSBAND shall be determined solely by reference to this AGREEMENT, the Decree of Dissolution, and other documents in the Court's file on this action. THE PARTIES hereto agree that from and after the date of execution of this AGREEMENT neither will require anything of the other party, as though the marriage relationship had never existed between them, other than the obligations herein contained or imposed upon the other party by a court of law.

**Modification of This Agreement:**

The terms of this AGREEMENT shall not be subject to modification or change, regardless of the relative circumstances of THE PARTIES, except as may be specifically set forth in the AGREEMENT.

It is understood that this provision is not applicable to the terms of the AGREEMENT

dealing with child custody, visitation, and support. THE PARTIES recognize that the provisions relating to custody, visitation, and support are subject to the approval of the Court, and may be modified by the Court, regardless of this Paragraph.

**Binding Effect:**

This AGREEMENT shall become effective between THE PARTIES when approved by the Circuit Court of the county in which the parties' dissolution action is filed. This AGREEMENT shall be binding on the heirs, representatives, and assigns of THE PARTIES hereto except as to any specific paragraphs which contain provisions for termination of obligations on the death of one or both of THE PARTIES.

**Breach of This Agreement:**

In the event that either party breaches this AGREEMENT, in addition to all other remedies and awards provided for herein, or available pursuant to applicable law, the non-breaching party shall recover from the breaching party a reasonable sum as and for the attorney's fees of the non-breaching party and the costs incurred by the non-breaching party in pursuing his or her legal remedies.

**Execution of This Agreement:**

Each party hereto acknowledges that each of them is making this AGREEMENT of his or her own free will and volition, and acknowledges that no coercion, force, pressure, or undue influence has been used against either party in the making of this AGREEMENT, either by the other party to this AGREEMENT or by any other person or persons.

**Payment of Costs and Attorney's Fees:**

[REDACTED]

**END OF AGREEMENT**

**SIGNATURE PAGES TO FOLLOW**



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IN WITNESS WHEREOF, THE PARTIES hereto set their hands, having read and fully understanding the provisions hereto, the day and year first above written. A photostatic copy of this fully executed document shall be considered as effective and valid as the original document.

Chance Nathan Carmack  
Chance Nathan Carmack, Husband

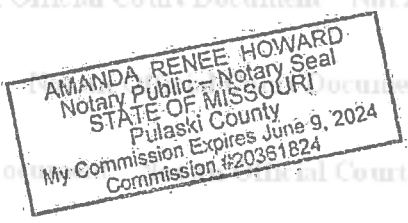
STATE OF MISSOURI )  
COUNTY OF Pulaski ) SS

On this 27 day of June, 2023, before me personally appeared Chance Nathan Carmack, to me known to be the person described in and who executed the foregoing Property Settlement and Separation Agreement, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Waynesville, Missouri, the day and year first above written.

Amanda Renee Howard  
Notary Public

My commission expires:



Allen & Rector, P.C.  
By: Mark E. Rector

Mark E. Rector - No. 33850  
J. Christopher Allen - No. 37322  
J. Brad York - No. 53057  
Kayla N. Dils - No. 65046  
135 Harwood  
P.O. Box 1700  
Lebanon, Missouri 65536  
Phone: 417/532-8300  
Facsimile: 417/532-9600  
mrector@allen-rector.com  
byork@allen-rector.com

Attorneys for Petitioner/Husband.

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*Hailey Nichelle Carmack*

Hailey Nichelle Carmack, Wife

STATE OF MISSOURI )  
COUNTY OF Pulaski ) ss

On this 23 day of August, 2023, before me personally appeared Hailey Nichelle Carmack, to me known to be the person described in and who executed the foregoing Property Settlement and Separation Agreement, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Waynesville, Missouri, the day and year first above written.

*Amanda Renee Howard*  
Notary Public

My commission expires:



**IN THE 25<sup>th</sup> JUDICIAL CIRCUIT COURT, PULASKI COUNTY, MISSOURI**

In re the Marriage of:  
Chance Nathan Carmack and  
Hailey Nichelle Carmack  
Chance Nathan Carmack  
[Redacted]  
Petitioner,

Case No. 23PU-CV01272

Hailey Nichelle Carmack  
[Redacted]  
Respondent.

**PARENTING PLAN**

**Section A – Parties and Children Subject To Plan**

The Father (hereinafter “FATHER”) of the Children subject to this Plan is:

**Chance Nathan Carmack**

Age: [Redacted] Social Security No. [Redacted]  
Resident Address: [Redacted] Resident Telephone: [Redacted]

The Mother (hereinafter “MOTHER”) of the Children subject to this Plan is:

**Hailey Nichelle Carmack**

Age: [Redacted] Social Security No. [Redacted]  
Resident Address: [Redacted] Resident Telephone: [Redacted]

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The Children subject to this Plan are:

[Redacted]

Age: [Redacted] Social Security No. [Redacted]  
Resident Address: [Redacted]

[Redacted]

Age: [Redacted] Social Security No. [Redacted]  
Resident Address: [Redacted]

**Section B: Duration and Definitions**

1. **DURATION OF PARENTING PLAN.** The terms and conditions of this Parenting Plan shall remain in full force and effect until the Children are emancipated or until this plan is modified by a court of competent jurisdiction.

2. **DEFINITIONS.**

- a. "Parents" refers to Mother and Father.
- b. "Children" refers to the minor and unemancipated Children listed in Section A who are subject to this Parenting Plan.
- c. "Legal Custody" refers to all decisions with regards to the health, education, and welfare of the Children, including, but not limited to, what doctors/medical care providers they see, what schools they attend, what extracurricular activities they are involved in, what religion they practice, what childcare providers they see, etc.
- d. "Joint Legal Custody" means that Parents share the decision-making rights, responsibilities, and authority with regard to the Children and the Parents shall confer with one another in the exercise of decision-making rights, responsibilities and authority.
- e. "Physical Custody" refers to the Parent that maintains the actual physical custody of the Children.
- f. "Joint Physical Custody" means an order awarding each of the Parents significant, but not necessarily equal periods of time during which the Children reside with or are under the care and supervision of each of the Parents.

g. "Residential Time" refers to the time when the Children are in the care and control of Mother or Father in a joint physical custody arrangement.

h. "Visitation" refers to the time that the non-custodial Parent has the care and control of the Children in a sole physical custody arrangement.

### Section C – Physical Custody Schedule

1. **PHYSICAL CUSTODY.** Parents shall share [redacted] physical custody of the Children.

a. **DESIGNATION OF ADDRESS FOR MAILING AND EDUCATIONAL PURPOSES:** The designated address for mailing and educational purposes for the Children shall be with [redacted] current place of residence. [redacted]

### Section D – Sharing of Decision-Making Rights and Responsibilities

1. **Legal Custody**

[redacted]

2. **Access to Records:**

[redacted]

### Section E – Standard Orders for Parenting

1. **General Conduct and Good Faith:**

This Parenting Plan is in the best interests of the Children. This Parenting Plan sets forth the custody arrangements and the extent of each Parent's financial obligations on behalf of the Children.

a. **Promotion of the Children's Best Interest.**

The primary consideration for the parental decision-making shall be the Children's welfare rather than the desires or conveniences of the Parents.

**b. Recognition of Children's Best Interest.**

Recognizing the needs of the Children for a continuing relationship with each Parent, both Parents shall use their respective best efforts to foster the respect, love, and affection of the Children toward each Parent, and shall cooperate fully in implementing a relationship with the Children that will give them a maximum feeling of security. Each Parent shall accommodate the social and academic commitments of the Children. Parents shall set aside any issues and adverse feelings between each other for the sake of the Children.

**c. Love and Affection.**

Neither Parent shall say or do anything in the presence or hearing of the Children that may in any way diminish the Children's love or affection for the other Parent and shall not allow others to do so. Neither Parent shall take any action which is in any way demeaning or disparaging to the other Parent. Each Parent shall remove the Children from the presence of any person demeaning or disparaging either Parent verbally or otherwise. Neither Parent shall do anything which may hamper the free and natural development of the Children's love of the other Parent or interfere in any way with the reasonable and proper companionship between the Children and the other Parent.

**d. Parental Designations.**

Neither Parent shall require the Children to refer to anyone, other than themselves, by the terms "MOTHER" and/or "FATHER", or any equivalent designation.

**e. Events/Activities:**

Neither Parent shall schedule activities for the Children during the other Parent's scheduled parenting time without the other Parent's prior agreement. The parties shall encourage the Children to participate in extracurricular athletic and social activities.

**2. Relocation:**

Neither Parent shall move their residence or the residence of the Children unless such Parent has complied with the provisions of Section 452.377 RSMo.

Pursuant to the provisions of Section 452.377.11 RSMo the parents are notified as follows:

**Absent exigent circumstances as determined by a court with jurisdiction, you, as a party to this action, are ordered to notify, in writing by certified mail, return receipt requested, and at least sixty days prior to the proposed relocation, each party to this action of any proposed**

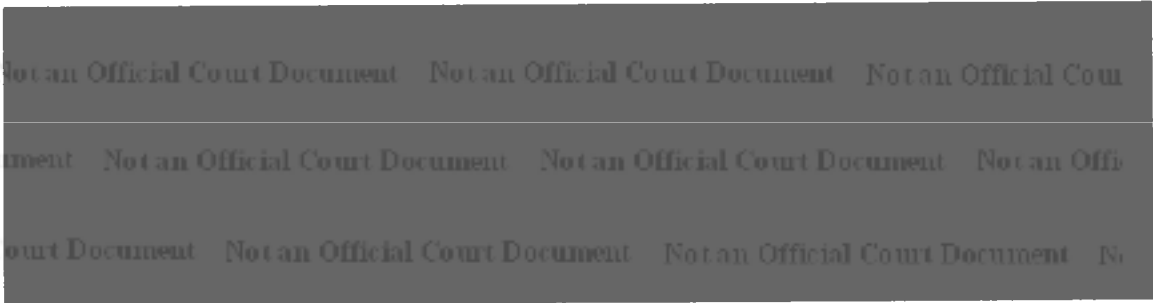
relocation of the principal residence of the children, including the following information:

- (1) The intended new residence, including the specific address and mailing address, if known, and if not known, the city;
- (2) The home telephone number of the new residence, if known;
- (3) The date of the intended move or proposed relocation;
- (4) A brief statement of the specific reasons for the proposed relocation of the children; and
- (5) A proposal for a revised schedule of custody or visitation with the children.
- (6) The other party's right, if that party is a parent, to file a motion, pursuant to Section 452.377, RSMo, seeking an order to prevent the relocation and an accompanying affidavit setting forth the specific good-faith factual basis for opposing the relocation within thirty (30) days of receipt of the notice.

Your obligation to provide this information to each party continues as long as you or any other party by virtue of this order is entitled to custody of a child covered by this order. Your failure to obey the order of this court regarding the proposed relocation may result in further litigation to enforce such order, including contempt of court. In addition, your failure to notify a party of a relocation of the Children may be considered in a proceeding to modify custody or visitation with the children. Reasonable costs and attorney fees may be assessed against you if you fail to give the required notice.

### Section F – Expenses of the Children

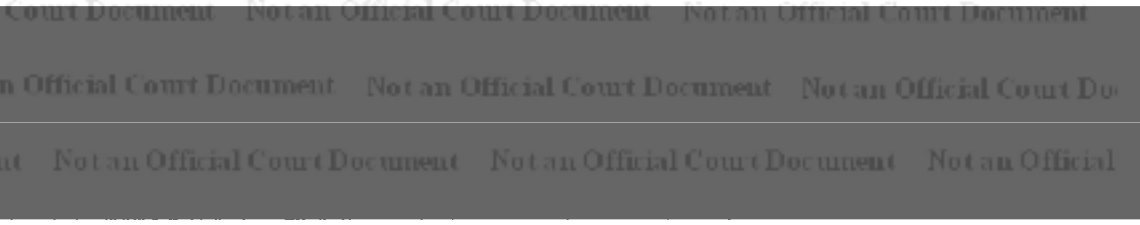
#### 1. Child Support:



#### 2. Termination of Child Support:



**3. Health Insurance:**



b. Both parents shall cooperate to facilitate any payment or reimbursement from such insurance. Any reimbursement from such insurance shall belong to the Parent who actually paid the expense generating such reimbursement and shall be immediately paid to such Parent if received by the other Parent.

c. Except in an emergency, each Parent shall use network health care providers covered by the plan of insurance. In the event a parent fails to use a health care provider covered by the plan of insurance without the consent of the other Parent in a non-emergency situation, or in any manner fails or refuses to comply with the plan requirements or fails to provide claim information in a timely manner and in proper form, any unpaid or uncovered expenditure shall be paid by the non-complying Parent.

**4. Non-Covered Medical or Health-Related Expenditures:**

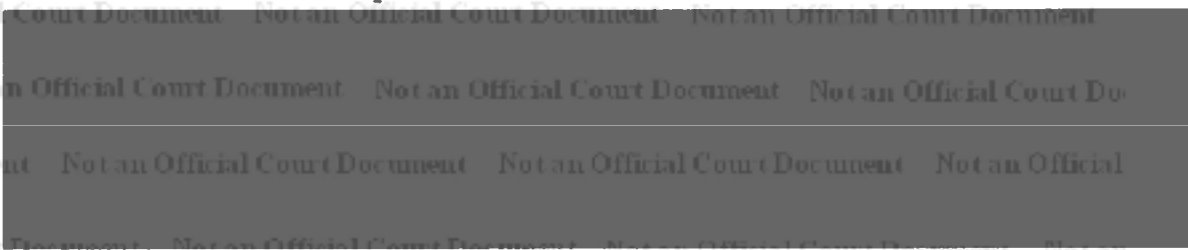
a. The Parents shall divide and pay equally any and all reasonable and necessary medical, hospitalization, surgical, nursing, psychiatric, psychological, pharmaceutical, dental, orthodontic or ophthalmic expenses of the Children that are not covered or reimbursed under any applicable policy or policies of insurance, or in the event that no insurance coverage exists. These obligations shall continue until such time as there is no further legal duty to support said Children.

b. The party seeking reimbursement for any uninsured expense shall provide to the other party copies of statements or other documentation evidencing the nature and amount of any such expense, and the amount paid by the plan(s) of insurance within thirty (30) days of receiving such documentation. Failure to provide proper documentation of such uninsured expenses on a timely basis will relieve the other party from any obligation to reimburse such expense.

c. Upon timely receipt of proper documentation, the party obligated to reimburse the other party shall pay same within thirty (30) days thereof, and if such reimbursement is not timely made, the obligated party shall, in addition, be liable for a reasonable attorney's fee and interest at the judgment rate. If an amount is owed to a medical provider cannot be paid in full within thirty (30) days, each Parent shall arrange payment with the medical provider for his or her share of the expense(s) within the same thirty (30) day period.



**5. School and Extracurricular Expenses:**



**6. Dependency Exemptions:**



**Section G – Miscellaneous Provisions**

**1. Breach of Parenting Plan:**

If a breach of the court ordered Parenting Plan results in the other party being required to employ an attorney to enforce the terms of the court ordered Plan, the breaching party shall pay the reasonable attorney fees, costs and other damages incurred by the other party in enforcing such Plan. The breach of such Plan may also be construed by any court of competent jurisdiction as a substantial and continuing change of circumstances sufficient in and of itself to warrant a change of physical custody to the non-breaching party, and may subject the breaching party to the Court's contempt powers.

**2. Alternative Dispute Resolution:**

If at any time any dispute should arise about the proper interpretation of this Parenting Plan or its application to the parents' circumstances which the Parents cannot resolve between themselves, the Parents may submit their dispute to a mediator with expertise concerning the subject matter of their dispute before seeking intervention of the court. If the parents cannot agree on a suitable mediator for a given dispute, they shall each submit the name of one individual who has expertise in the subject matter of the dispute and direct such individuals to choose one mediator with whom the parents shall meet from time to time as the need arises. The Parents shall divide and pay equally all such mediation costs.

**3. Death or Incompetence:**

Upon the death of either parent during the Children's minority, the other Parent shall have custody unless Court orders otherwise. In the event of incompetence or incapacity of either parent, the other parent shall have the right to make all decisions regarding the Children and the Children shall reside with that Parent. Should the party recover from incompetence or

incapacity, this custody arrangement shall be restored immediately if this is in the best interests of the Children.

**END OF PARENTING PLAN  
SIGNATURE PAGES TO FOLLOW**

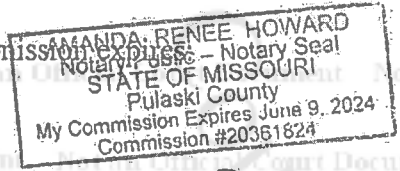
Not an Official Court Document

Chance Carmack  
Chance Nathan Carmack, Father

STATE OF MISSOURI )  
) SS )  
COUNTY OF Pulaski )

On this 3 day of August, 2023, before me personally appeared Chance Nathan Carmack, to me known to be the person described in and who executed the foregoing Joint Parenting Plan, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Waynesville, Missouri, the day and year first above written.




Amanda Renee Howard  
Notary Public

ALLEN & RECTOR, P.C.

By: [Signature]

Mark E. Rector - No. 33850  
J. Christopher Allen - No. 37322  
J. Brad York - No. 53057  
Kayla N. Dils - No. 65046  
135 Harwood  
P.O. Box 1700  
Lebanon, Missouri 65536  
Phone: 417/532-8300  
Facsimile: 417/532-9600  
mrector@allen-rector.com  
byork@allen-rector.com

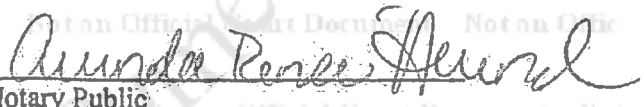
Attorneys for Father / Petitioner

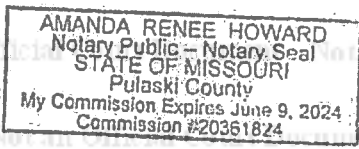
  
Hailey Nichelle Carnack, Mother

STATE OF Missouri )  
                                  ) ss  
COUNTY OF Pulaski )

On this 23 day of August, 2023, before me personally appeared Hailey Nichelle Carnack, to me known to be the person described in and who executed the foregoing Joint Parenting Plan, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Waynesville, Missouri, the day and year first above written.

My commission expires:  
  
Notary Public



# In the Circuit Court of Pulaski County, Missouri

Cause No.

**EXHIBIT**

3

Electronically Filed - PULASKI - September 25, 2023 - 04:49 PM

In re the Marriage of: CHANCE CARMACK, Petitioner, and HAILEY CARMACK, Respondent

## FORM NO. 14 CHILD SUPPORT AMOUNT CALCULATION WORKSHEET

CHILDREN	AGE	CHILDREN	AGE
█	█		
█	█		
Respondent is the "Parent Paying Support" Total Number of Children: 2		Parent Receiving Support	Parent Paying Support
1. MONTHLY GROSS INCOME			
1a. Monthly court-ordered maintenance being received			
2. ADJUSTMENTS			
2a. Other monthly child support pursuant to court or administrative order			
2b. Monthly court-ordered maintenance being paid			
2c. Monthly support obligation for other children			
(1) Number of other children primarily residing in each parent's custody			
(2) Each parent's support obligation from support schedule using the parent's Line 1 monthly gross income			
(3) Monthly child support received under court or administrative order for children included in Line 2c(1)			
2c. TOTAL adjustment [Line 2c(2) minus Line 2c(3)]			
3. ADJUSTED MONTHLY GROSS INCOME (Sum of lines 1 and 1a, minus lines 2a, 2b and 2c)			
4. PROPORTIONATE SHARE OF COMBINED ADJUSTED MONTHLY GROSS INCOME (Each parent's line 3 income divided by combined line 3 income)			
5. BASIC CHILD SUPPORT AMOUNT (from support chart using combined line 3 income)			
6. ADDITIONAL CHILD-REARING COSTS OF PARENTS			
6a.(1) Reasonable work-related child care costs of parent receiving support: \$1,082			
6a.(2) Child Care Tax Credit (See Directions): \$100			
6b. Reasonable work-related child care costs of the parent paying support			
6c. Health insurance costs for children who are the subjects of this proceeding			
6d. Uninsured agreed-upon or court-ordered extraordinary medical costs			
6e. Other agreed-upon or court-ordered extraordinary child rearing costs			
7. TOTAL ADDITIONAL CHILD-REARING COSTS (Sum of lines 6a, 6b, 6c, 6d, and 6e)			
8. TOTAL COMBINED CHILD SUPPORT COSTS (Sum of line 5 and line 7)			
9. EACH PARENT'S SUPPORT OBLIGATION (Multiply line 8 by each parent's line 4)			
10. CREDIT FOR ADDITIONAL CHILD-REARING COSTS (Line 7 of parent paying support)			
11. ADJUSTMENT for a portion of amounts expended by the parent obligated to pay support during periods of overnight visitation or custody			
12. PRESUMED CHILD SUPPORT AMOUNT (Line 9 minus lines 10 and 11)			
PREPARED BY: Mark E. Rector #33850 Attorney for Petitioner		Allen and Rector, PC	

**IN THE 25<sup>th</sup> JUDICIAL CIRCUIT COURT, PULASKI COUNTY, MISSOURI**

In re the Marriage of: )  
Chance Nathan Carmack and )  
Hailey Nichelle Carmack )  
Chance Nathan Carmack )  
24970 Republic Road )  
Waynesville, Missouri 65583 )  
SSN: xxx-xx-5730 )  
**Petitioner,** )

FILED  
RACHELLE BEASLEY

SEP 28 2023

CIRCUIT CLERK/RECORDER  
PULASKI COUNTY, MO

vs.

Case No. 23PU-CV01272

Hailey Nichelle Carmack )  
25996 Rita Lane )  
Waynesville, Missouri 65583 )  
SSN: xxx-xx-0285 )  
**Respondent.** )

**JOINT AFFIDAVIT FOR JUDGMENT**

1. I, Chance Nathan Carmack, am the Petitioner herein. I filed my Petition for  
Dissolution of Marriage on or about August 23, 2023.

2. I, Hailey Nichelle Carmack, am the Respondent herein. I filed my Entry of  
Appearance and Waiver of Service on or about August 23, 2023.

3. Petitioner, Chance Nathan Carmack is represented by Mark E. Rector, and  
Respondent, Hailey Nichelle Carmack, is pro-se.

4. [REDACTED]

5. [REDACTED]

6. Both Petitioner and Respondent are over the age of eighteen (18) years old.

Not an Official Court Document Not an Official Court Document Not an Official Court Document

7. [Redacted]

8. [Redacted]

9. [Redacted]

10. [Redacted]

11. [Redacted]

12. [Redacted]

13. [Redacted]

14. [Redacted]

15. [Redacted]

[REDACTED]

16.

[REDACTED]

17.

[REDACTED]

18.

[REDACTED]

19.

[REDACTED]

20.

[REDACTED]

Further, affiants sayeth naught.

**END OF JOINT AFFIDAVIT**

**SIGNATURE PAGE TO FOLLOW**



Chance Carmack  
Chance Nathan Carmack, Petitioner

STATE OF MISSOURI )  
COUNTY OF Pulaski ) ss:

Chance Nathan Carmack, of lawful age, being duly sworn upon his oath, states that he is the Petitioner named above, and that the facts stated herein are true according to his best knowledge and belief.

Chance Carmack  
Chance Nathan Carmack, Petitioner

Subscribed and sworn before me this 27 day of June, 2023

AMANDA RENEE HOWARD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Pulaski County  
My Commission Expires June 9, 2024  
Commission #20361824

Amanda Renee Howard  
Notary Public

ALLEN & RECTOR, P.C.

By: [Signature]

Mark E. Rector - No. 33880

J. Christopher Allen - No. 37322

J. Brad York - No. 53057

Kayla N. Dils - No. 65046

135 Harwood

P.O. Box 1700

Lebanon, Missouri 65536

Phone: 417/532-8300

Facsimile: 417/532-9600

mrector@allen-rector.com

byork@allen-rector.com

Attorneys for Petitioner

*Hailey Nichelle Carmack*  
\_\_\_\_\_

Hailey Nichelle Carmack, Respondent

STATE OF MISSOURI )  
COUNTY OF Pulaski ) ss:

Hailey Nichelle Carmack, of lawful age, being duly sworn upon her oath, states that she is the Respondent named above, and that the facts stated herein are true according to her best knowledge and belief.

*Hailey Nichelle Carmack*  
\_\_\_\_\_

Hailey Nichelle Carmack, Respondent

Subscribed and sworn before me this 23 day of August, 2023.

AMANDA RENEE HOWARD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Pulaski County  
My Commission Expires June 9, 2024  
Commission #20361824

*Amanda Renee Howard*  
\_\_\_\_\_

Notary Public