

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

IN RE: The Former Marriage of:

LUTIMOTHY MAY SR.
Petitioner/Former husband,

and

NICOLE MAY,
Respondent/Former Wife

CASE NO.: 2015DR000239
DIV. "P"

SUPPLEMENTAL ORDER
AS TO ATTORNEYS FEES AND CHILD SUPPORT

THIS MATTER came before the Court on continued hearing on former wife's Second Amended Motion for Reconsideration and/or Rehearing and former wife's Motion for Contempt/Enforcement.

In the Court's initial order of November 5, 2019 the Court granted the former husband's petition for modification of time sharing, denied the former husband's request for an award retroactive child support as the former wife had not "failed to exercise", and did not award attorneys' fees due to both parties' apparent inability to pay.

The following issues were before the Court on the former wife's motions for rehearing/reconsideration:

1) The Court's failure to address in its Order of November 5, 2019, the determination of sanctions for former husband's civil contempt of:

- a) Failure to pay child support from February 2018 until April 2019
- b) Failure to maintain health insurance for the children
- c) Unauthorized depletion of funds from the children's' savings accounts

2) To reconsider the court's ruling on attorney's fees.

3) To address the Court's failure to recalculate child support, pursuant to the terms of the Amended Stipulated Final Judgment.

History

On **May 31, 2016**, the parties entered into a Marital Settlement Agreement. It was approved by Stipulated Final Amended Judgment of Dissolution of Marriage on **June 29, 2016**.

In relevant part said agreement provided:

- 1) Child Support would be paid by the former husband at the rate of \$1000 per month.
 - a) The child support would continue until either child reaches the age of 18.
 - b) Upon the older son reaching the age of 18, the parties would "exchange Income Tax Returns with attachments for the year preceding the termination of child support for L.I.M. as well as an updated financial affidavit."
 - c) This information was to be exchanged no later than 3 months prior to termination of alimony (January 31, 2019).
- 2) The former husband was required to maintain health insurance for the children
- 3) The parties were to serve as joint trustees for the minor children's savings accounts and were prohibited from independently making withdraws "on behalf of the minor children". It was clear from this wording that the entire accounts were for the benefit of the respective child.

As noted in the stipulation, child support was not based upon a guideline worksheet but was based upon stipulation of the parties. This factor would have mitigated against any retroactive award if such had been determined to be appropriate, which was not found.

On April 16, 2018, the former wife filed a request for income deduction order asserting that the former husband was \$2,769 in arrears for child support. On June 21, 2018, the former husband filed a supplemental petition to modify timesharing asserting that the eldest child had been living full time with him and that the former wife "has failed to regularly exercise the existing timesharing schedule...".

On September 24, 2018 a hearing was held before Judge Amy Brodersen on the former wife's motion for interim attorney's fees and costs. Judge Brodersen awarded attorney's fees and found that the former husband had not included in-kind contributions from his employer in his financial affidavit.

On December 10, 2018 a hearing was held before Judge Brodersen on former wife's second motion for interim attorneys' fees. At said hearing the subject of the former husband's financial affidavit and financial status was the principal issue. At no time did the former husband ever mention that his salaries from Missionary Baptist Church or Mary's

Little Lamb school were in jeopardy. The subject of his substantial in-kind payments from the Church was discussed. Judge Brodersen ordered the former husband to update his financial affidavit to make clear what the amount of the in-kind payments are. Judge Brodersen observed that the previously requested income deduction order had not been signed. Judge Brodersen signed the amended income withholding for support order on **December 17, 2018.**

On **January 8, 2019**, the former husband filed an amended financial affidavit. Attached to said affidavit were four interesting letters, all signed within one week of the prior hearing where he had been ordered to detail his accurate and complete income:

- 1) Letter dated November 18, 2018, signed by Dr. Donna Curry of Dixon School of Arts and Science advising that his health insurance had been terminated on October 31, 2018.
- 2) Letter dated December 16, 2018 signed by Pollie Rosemore and Latasha Hankins, purporting to advise the former husband that his income from Friendship missionary Baptist Church would suspend his pay effective January 1, 2019.
- 3) Letter dated December 17, 2018, signed by Carolyn White and Sheila Green, purporting to "dismiss" the former husband from his duties with Mary's Little Lamb Early Learning Center, effective the same date.
- 4) Letter dated December 17, 2018, "to whom it may concern" from his **personal injury attorney** purporting to address the former husband's physical status.

At the contempt hearing conducted on May 23, 2019, Pollie Rosemore testified that she was responsible for paying all church expenses and in-kind payments for the benefit of the former husband. She was terminated from her position after she gave a deposition in this case. She missed her first deposition that was set by the former wife. The former husband told her to send a letter saying she couldn't attend the deposition because of family issues. A letter signed by her in this regard was actually prepared by the former husband, who delivered it to her at her house for her signature. She found the letter from counsel addressing her missed deposition, sealed in an envelope in the church office. She then made arrangements to attend a deposition. Ms. Rosemore testified that she did not prepare the December 16, 2018 bearing her signature and that she and Latasha Hankins had no authority to suspend the former husband's pay or effect his employment status. She testified that this letter was also prepared by the former husband who delivered it to her to be signed.

The letter narrative was written as if the cosigners had been involved in a deliberative process and that **they** had decided to take the suspension action. Ms. Rosemore conceded that she has no such authority. There was no reference in the letter to a vote of the church's corporate board or any authority these cosigners would have to suspend a Pastor's pay. In fact, both women were minor employees of the Church, not supervisors of the former husband. They had no authority to even issue the letter in question.

Ms. Rosemore testified that she did not prepare any of the letters and that they were prepared by the former husband for her signature. Additionally, all the above letters were written in a similar grammar, theme, and tenor; indicating a self-serving purpose for the benefit of the former husband and support the former wife's contention that the former husband drafted each of them.

The deposition testimony of Church employee Latasha Hankins was introduced in this cause. She testified that the former husband continued to preach each Sunday. She testified that his physical abilities did not interfere with his Sunday preaching performance. She testified that she was "a member, and I also serve as administrative assistant for Pastor May" and handled "correspondences and scheduling and other duties assigned by him". Her work with the church was part time as she had a full-time job outside with Lakeview Center. She was paid in a mix of checks and cash in the amount of \$600 per month as a "love offering".

Ms. Hankins was a cosigner of the letter dated December 16, 2018. She testified in her deposition that she signed the letter in part based upon the letter from the former husband's attorney stating that he "was limited in his duties". However, Ms. Hankins' letter of May 16 was dated the day **before** the May 17 letter of attorney Mr. Luongo.

She also attributed her act of signing the letter to the fact that: "*conversation was held with leaders of the church that he was not able to fulfill the full capacity of his duties due to the accident*". She was unable to remember the names of any of the "church leaders" who had input on the pay suspension, even though the asserted meeting was only a few months prior to the deposition. She said that she took minutes of said meeting, but said the minutes were never presented to the Court. The meeting has occurred so long prior to the February 27, 2019 deposition, that Ms. Hankins could not recall the date. Although she could not identify all the names of the alleged participants, she did testify that the former husband was present. Ms. Hankins was asked how the participants were told by her to attend the meeting and responded that it was likely by text. After taking a break, Ms. Hankins acknowledged that she had no record of such a text. Interestingly, she testified that the **former husband** (not a board member) directed her to call the meeting, which does not readily make sense when the purpose of the meeting was supposedly to suspend his pay. Ms. Hankins stated that she could not even approximate the time period between the "meeting" and her signing of the letter, or even **whether** it was signed before the meeting.

Ms. Hankins conceded that she did not have the authority to discharge the former husband from his position. It is obvious from her testimony, the other evidence, and common sense, that Ms. Hankins had no individual or concurrent corporate authority with Ms. Rosemore to discharge the Church's pastor or suspend his pay. In summary, Ms. Hankins' testimony was confusing, self-contradictory, and not credible. Combined with the testimony of Ms. Rosemore, the Court finds that the December 16, 2018 letter was obviously a fictional document prepared by the former husband in order to conceal his income.

The final hearing in this cause was concluded on October 8, 2019. The former husband's assets and income were essential issues involved in this action in relation to attorney's fees and child support calculations. The existence of a pending lawsuit filed by the former husband arising from an automobile accident was referenced in the hearing, however the case was "pending", and no settlement had occurred.

Coincidentally, on the day **immediately following** the issuance of the Court's order, **November 6, 2019**, a Notice of Mediation Conference was filed in the personal injury case. Mediation resulted in a settlement, from which the former husband recovered \$300,000, after paying attorney's fees and costs. The timing of the mediation was in the control of the former husband, not the former wife. Upon learning of said recovery, the former wife filed a Second Amended Motion for Reconsideration and/or rehearing for the Court to consider the newly discovered evidence of the personal injury settlement. The Court allowed the evidence to be re-opened for that purpose.

May 10, 2020 Rehearing

The motion for re-hearing was commenced on May 10, 2020. A major issue was the amount of the personal injury settlement received by the former husband and where such proceeds had been placed.

The former husband was questioned about the award and failed to be responsive. At that point, the former husband was directed by the Court to simply answer the question, and he continued to be evasive. In part he attributed his hesitancy as follows: *"this is not as simple as everybody's making it, number one I'm not just bound by law I'm bound by my faith, my religion and my promise I made to God..."*. At that point, counsel for the former wife simply introduced a copy of the settlement agreement.

Next, the former husband was asked what dollar amount he received from the total settlement, he incredibly responded *"umm, I actually can't recall...I wasn't prepared for that, I just don't know..."*. At that point, Counsel for the former husband and former husband took a break in the hearing in order to talk. After the break, the former husband finally answered the question revealing that the settlement was in the amount of \$537,500. He testified that the amount he received was an even \$300,000, on January 28, 2020, by check. The large even amount of the check makes it evident that he was not forthcoming when he previously professed a lack of knowledge as to the amount.

When asked what bank account the funds went into, he evasively replied *"none that I know of"*. Then when pressed by the Court he clarified **that he cashed the \$300,000 check and took the currency to his home**. The cashing of such an enormous check was even though he maintained a checking account and had no prior practice of maintaining his finances on a cash basis in any amount, much less in such a large amount.

When asked what he did with the \$300,000, he testified that the funds were used to *"pay debts"*. When asked what debts he paid he responded tentatively *"umm a bunch of them, I had some -all kinds of things had to get done, the insurance company and umm for the*

house - some things had to be done to the house that I had owed on, umm , some people, uh my wife who's been helping me since I've been injured, just umm like.." He said he had no record of what he did with the funds. He didn't know how much he had paid his wife. He was unable to remember what insurance company he paid with cash.

He stated that he had no records of these payments since they were made in cash. He conceded that he did not use any of the \$300,000 to further restore the complete amount he removed from his children's' savings accounts. The rehearing was continued, in order to give counsel for the former husband time to present credible documentation relating to the former husband's disposition of the \$300,000.

Despite the fact that the former husband asserted that his physical injuries (which were not documented with any competent medical evidence) resulted in his suspension of pay from his Church, he testified that he has applied for several jobs and has had interviews. Two examples were attached to his May 4, 2020 financial affidavit. His testified that his intent is to return to work at the church and school, "among other things".

When asked by Former Wife's counsel how he was able to afford paying for his mortgage and the mortgage for the Community Drive home from his professed \$319 monthly income, he responded "*it was being paid...however I could pay it, it was being paid...however I could get it..*" His \$8000 monthly "deficit" was not explained by any corresponding debt. He has a line of credit in excess of \$112,000.

The former husband's testimony in this cause regarding his change in employment status was not supported by competent credible evidence. The former husband failed to introduce any corporate minutes, records or other supporting evidence that the coincidental rotation of salary for ministerial and school services to his wife was anything but a pretext. The evidence established that the former husband was obviously running the affairs of his Church and there was no evidence that a corporate board was independently making any of the alleged decisions. There was no evidence, other than his self-serving testimony, that he had substantively altered his ministerial duties for any reason, much less due to physical injury.

At the June 10, 2020 continued hearing, **for the first time** in this lengthy litigation, the former husband testified that he had "borrowed" a total of \$252,000 from five friends. These loans were never mentioned in any of the former husband's many amended financial affidavits or at any prior hearing where the subject of the former husband's income was delved into in exquisite detail. The former husband presented to the Court five "repayment" letters reportedly signed by the five individuals. These letters were generated after the May 10, 2020 hearing.

The "loan" repayment letters were signed by 1) Eugene Ruffin **\$75,000**; 2) Ronald Jennings **\$75,000**; 3) Reverend Bertrand Bailey **\$50,000**; 4) Victor Wright **\$27,000**; and 5) Greg Ruffin **\$25,000**. Each of these letters were coincidentally prepared with the same font, style, and size as each other and the same as the earlier letter signed by Latasha Hankins and Pollie Rosemore. None of the "loans" or "repayments" were documented with any contemporaneous note, letter, email, text, messaging or other written instrument.

(These letters were not admitted as substantive evidence on behalf of the former husband as such would be hearsay however were admitted as an exhibit on behalf of the former wife as evidentiary indications of deception by the former husband)

According to the former husband, the debts owed to Eugene and Greg Ruffin, \$100,000 total, was repaid in cash sometime in February 2020, all to Greg Ruffin. Greg Ruffin came to his home to collect the cash. The repayment letters were submitted after the payments. The Eugene Ruffin letter asserted that his \$75,000 loan was made over eight months. The Former husband could not recall how much any of Eugene Ruffin's individual loans were, the number of installments, or which months they were received. The former husband testified that he never deposited the \$75,000 in any bank account. The amount was never reported in any financial affidavit.

The debt to Mr. Jennings, who lives in Georgia, was also supposedly repaid in person, at the former husband's home in the amount of \$75,000 in cash. The debt to Reverend Bailey, who lives in Texas, was also supposedly repaid in person, in cash, at the former husband's home, on a separate date. The debt to Mr. Wright, who the former husband "thinks" lives in Alabama in an unknown town, was also supposedly repaid in cash on a visit to the former husband's home, on yet another unknown date.

No evidence was submitted, such as emails or text messages, documenting how these individuals were able to coordinate their numerous separate trips to visit the former husband in order to make sure the former husband was home to meet them and repay such sizeable debts. The \$252,000 was loaned over one and a half years. As previously stated, this tax-free amount was not reported to the Court or opposing party in any fashion. Therefore, the vast majority of the \$300,000 settlement cash was coincidentally accounted for by these after the fact payment letters of previously undisclosed loans/debts.

The former husband's testimony about the loans and repayments was self-contradictory, contradicted by his own prior sworn affidavits and not credible. Was he being untruthful in his many sworn affidavits and prior testimony not mentioning these large loans or in his last-minute testimony? The Court can reach no other conclusion than that the "loans" and alleged "repayments" were fictitious and not supported by credible evidence. **The evidence establishes that such funds are still currently possessed and available to the former husband.**

The former husband also testified that he does not know if his wife's income has increased or whether she receives child support for her children. The former wife introduced a copy of a recent television news video depicting the former husband standing with community leaders in front of his church, speaking to the public and press.

Former Husband's True Income

The automobile accident had occurred on April 6, 2018. The letter from his personal injury attorney was dated December 17, 2018...one day after the letter signed by Ms. Hankins. It is significant that there no evidence or documents were introduced from any medical professional.

The former husband has carried on his visible lifestyle in a consistent manner, including but not limited to a preaching Sunday services, appearance in public for civic issues, and going on a honeymoon trip during the time period he was supposedly unable to work.

The evidence establishes that that he removed without authorization approximately \$30,000 from his children's' savings accounts in clear violation of the stipulated final judgment. The evidence established that even to this day, he has improperly failed to replenish said funds. He offered vague testimony that said the account contained funds that were his, but this unsupported position is directly controverted by the stipulated final judgment.

Despite the incredible evidence regarding the disposition of the \$300,000 in cash, the former husband conceded that he could readily recover the \$252,000 "loan repayment" with new loans form these friends at any time.

During this period the former husband has paid for a wedding for his current wife's adult daughter, paid his current wife's Mercedes automobile loan, cell phones, utilities at separate homes, credit cards, personal expenses and a \$1,000 birthday party. Additionally, the former husband testified that he has been actively seeking full time employment, has applied for several jobs, and is running a political campaign for election as an Escambia County Commissioner. All these factors are inconsistent with his undocumented assertion that he is unable to physically perform ministerial duties and further support the former wife's argument that he has simply artificially transferred his church and school income streams to his current wife. The former husband testified that his current wife began to be paid for her services to the church about the same time that his compensation ceased.

The former husband testified that his doctor has "released" him to return to work as a Pastor, which is obvious from the former husband's other activities.

The former wife argues that the former husband has not experienced any loss of income. She asserts that he simply diverted his Church related income to his new wife at the precise time that his income would be relevant to the issues in this case. The evidence in this case supports this argument. The evidence in this case establishes that the former husband has operated the Church and School as his own personal business and has directed actions that were falsely attributed to others. The Court concludes that the former husband has not experienced any reduction in income, much less, a permanent reduction of income.

Child Support Calculations

The Former Husband filed his Second Amended Supplemental Petition for Modification requesting modification of child support on May 31, 2019.

Based upon the evidence and findings, **the Court adopts the child support guideline worksheet attached hereto as Exhibit A and B.** The guidelines include consideration of the former husband's mortgage payment as alimony on behalf of the former wife as such is deemed spousal support in the stipulated final judgment.

Based upon the two guidelines (one child L.U.M, only (after L.I.M. child support ended; and two children (L.U.M and L.I.M. before L.I.M ended), with the parties sharing timesharing with L.N.M on a 50-50 basis and with L.I.M residing 100% of the time with the father, Former Husband's child support would be \$348.00 per month. The Former Husband paid child support of \$1,000.00 a month through September 30, 2019. He has paid no child support since that time.

LIM attained the age of 18 and graduated May 2020. The overpayment of child support is \$652.00 per month from May 31, 2019 through September 30, 2019 (4 months) is \$2,608.00. The underpayment of child support from October 1, 2019 through May 31, 2020 (8 months) prior to L.I.M.'s graduation is \$2,784.00.

The net total amount owed in child support from May 31, 2019 through May 31, 2020 is \$176.00.

Attorney's Fees

In its order of **November 5, 2019**, the Court ruled that neither party had the ability to pay the other's attorney fees. Based upon a reconsideration of the evidence, and supplemental evidence, the Court reconsiders and reverses this ruling and finds that the former husband clearly has the ability to pay the reasonable attorney's fees incurred by the former wife. **Such fees are awarded based upon both theories of need/ability to pay and as sanctions for the former husband's repeated acts of contempt and concealment of financial information.**

The former husband caused the expenditure of needless attorney time by failing to disclose truthfully disclose in-kind income, filing repeated amended and retracted financial affidavits, failing to respond truthfully to discovery and providing altered documents. The former husband's misconduct has caused these proceedings to take multiples of the amount of time that would have been necessary if he had been even been roughly truthful.

The Court finds that the former husband's testimony and other evidence establish that he has the ability to pay said fees because he has not experienced a permanent reduction in income and still possesses approximately \$250,000 in currency from which

the fees may be paid. He has an open line of credit in excess of \$100,000. He has testified that he can readily borrow over \$250,000 from friends, apparently without interest.

THEREFOR it is hereby ordered that the former husband is hereby ordered to pay the former wife's attorney fees in the amount of \$56,403 (\$3,000 projected fees for 6/10/20 hearing have been deleted) and costs in the amount of \$3016.41 (projected \$200 fees for 6/10/20 hearing have been deleted) for a total of \$59,509.41, by September 1, 2020. The former husband is ordered to fully replenish the savings accounts for the children in the amount of \$14,569.60 for T.M. and \$13,599.89 for L.M., by October 1, 2020.

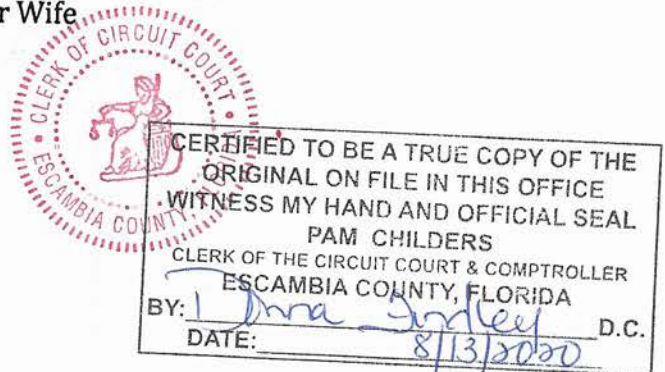
DONE AND ORDERED in Chambers in Pensacola, Escambia County, Florida on this 11th day of August 2020.


THOMAS DANNHEISSER,
CIRCUIT COURT JUDGE

Conformed copies to:

Nicole Kessler Ferry, Esquire, Attorney for Former Husband

Caryn A. Van Matre, Esquire, Attorney for Former Wife



CHILD SUPPORT GUIDELINES WORKSHEET

Children Live With Others: 182

Number of Children: 0
 Number of Overnights With: 365
 Percentage Share Of Support: 100.00%
 Respondent: Nicole 16.88%
 Petitioner: LuTimothy 83.12%

	COMBINED	Respondent Nicole	Petitioner LuTimothy
Taxable Income Amounts			
Self Employment Taxable Income	0.00	0.00	0.00
Social Security Taxable Income	1,765.00	1,765.00	0.00
Other Taxable Income	314.50	314.50	0.00
Taxable Spousal Support Income	0.00	0.00	0.00
Non Taxable Income	16,572.35	1,038.00	15,534.35
GROSS INCOME	18,651.85	3,117.50	15,534.35
Spousal Support Payments			
Deductible This Marriage	0.00	0.00	0.00
Deductible Prior Marriage	0.00	0.00	0.00
Non Deductible	1,038.00	0.00	1,038.00
TOTAL SPOUSAL SUPPORT	1,038.00	0.00	1,038.00
Taxes			
FICA - Social Security	109.43	109.43	0.00
FICA - Medicare	25.59	25.59	0.00
Self Employment Tax	0.00	0.00	0.00
Federal Income Tax	-14.13	-14.13	0.00
State/Local/Other Income Tax	0.00	0.00	0.00
TOTAL TAX	120.89	120.89	0.00
Other Deductions			
Mandatory Union Dues	0.00	0.00	0.00
Mandatory Retirement Payments	0.00	0.00	0.00
Parent's Health Insurance Payments	53.30	53.30	0.00
Child Support Ordered and Paid	0.00	0.00	0.00
Total Other Deductions	53.30	53.30	0.00
Total Deductions	1,212.19	174.19	1,038.00
Net Monthly Income	17,439.66	2,943.31	14,496.35

	COMBINED	Respondent Nicole	Petitioner LuTimothy
Minimum Child Support Need	1,809.00	305.36	1,503.64
Shared Support Need	2,713.50	458.04	2,255.46
Number of Overnights With	365	183	182
Percentage of Overnights	100.00%	50.14%	49.86%
Payment Share to Other		228.38	1,130.89
Pre Adjustment Transfer		0.00	902.51
Child Care Costs Paid	0.00	0.00	0.00
Uncovered Ins/Med/Dental Costs Paid	0.00	0.00	0.00
Day Care/Ins/Med/Dental Costs Share	0.00	0.00	0.00
Day Care/Ins/Med/Dental Share Adjust		0.00	0.00
Presumed Amount To Be Paid	SHARED	0.00	902.51
Deviation Factors		0.00	0.00
ADJUSTED GUIDELINES		0.00	902.51
<input type="checkbox"/> Manual Child Support Amount		0.00	0.00
Net Available Income Analysis (For Family)			
Available Income	17,439.66	3,845.82	13,593.84
Per Capita Income		1,922.91	13,593.80
Adjusted Affidavit Needs		6,619.35	0.00
Excess / Deficit	10,820.31	-2,773.53	13,593.84
Available Income Analysis Without Children			
Affidavit Needs Less Child Expenses		5,519.35	0.00
Available Income Without Children	17,439.66	2,943.31	14,496.35
Excess / Deficit Without Children	11,920.31	-2,576.04	14,496.35
Percentage Retained		123.36%	87.51%
Gross Income		130.66%	93.77%
Net Income			

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
 WITNESS MY HAND AND OFFICIAL SEAL
 PAM CHILDERS
 CLERK OF THE CIRCUIT COURT & COMPTROLLER
 ESCAMBIA COUNTY, FLORIDA
 BY: *Donna Gentry*
 DATE: *8/13/2020* D.C.



Split Parenting Case

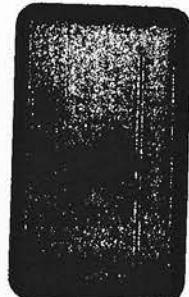
Children Live With Others: 365 92 273
 100.00% 16.88% 83.12%

CHILD SUPPORT GUIDELINES WORKSHEET

Number Of Children	Number of Overnights With		Percentage Share Of Support	
	2	1	1	1
Taxable Income Amounts	COMBINED	Respondent Nicole	Petitioner Lu/ Timothy	
	Self Employment Taxable Income	0.00	0.00	0.00
	Social Security Taxable Income	1,765.00	1,765.00	0.00
Other Taxable Income		314.50	314.50	0.00
	Taxable Spousal Support Income	0.00	0.00	0.00
Non Taxable Income	16,572.35	1,038.00	15,534.35	
GROSS INCOME	18,651.85	3,117.50	15,534.35	
Spousal Support Payments				
Deductible This Marriage	0.00	0.00	0.00	
Deductible Prior Marriage	0.00	0.00	0.00	
Non Deductible	1,038.00	0.00	1,038.00	
TOTAL SPOUSAL SUPPORT	1,038.00	0.00	1,038.00	
Taxes				
FICA - Social Security	109.43	109.43	0.00	
FICA - Medicare	25.59	25.59	0.00	
Self Employment Tax	0.00	0.00	0.00	
Federal Income Tax	-14.13	-14.13	0.00	
State/Local/Other Income Tax	0.00	0.00	0.00	
TOTAL TAX	120.89	120.89	0.00	
Other Deductions				
Mandatory Union Dues	0.00	0.00	0.00	
Mandatory Retirement Payments	0.00	0.00	0.00	
Parent's Health Insurance Payments	53.30	53.30	0.00	
Child Support Ordered and Paid	0.00	0.00	0.00	
Total Other Deductions	53.30	53.30	0.00	
Total Deductions	1,212.19	174.19	1,038.00	
Net Monthly Income	17,439.66	2,943.31	14,496.35	

CHILD SUPPORT GUIDELINES WORKSHEET

Number Of Children	Number of Overnights With		Percentage Share Of Support	
	2	1	1	1
Minimum Child Support Need	COMBINED	Respondent Nicole	Petitioner Lu/ Timothy	
	Shared Support Need	2,786.00	470.28	2,315.72
	Number of Overnights With	4,179.00	705.42	3,473.58
Percentage of Overnights	365	92	273	
Payment Share to Other	100.00%	25.21%	74.79%	
Pre Adjustment Transfer		527.58	875.69	
Child Care Costs Paid	0.00	0.00	348.11	
Uncovered Ins/Med/Dental Costs Paid	0.00	0.00	0.00	
Day Care/Ins/Med/Dental Costs Share	0.00	0.00	0.00	
Day Care/Ins/Med/Dental Share Adjust		0.00	0.00	
Presumed Amount To Be Paid	SHARED	0.00	348.11	
Deviation Factors		0.00	-0.00	
ADJUSTED GUIDELINES		0.00	348.11	
<input type="checkbox"/> Manual Child Support Amount		0.00	0.00	
Net Available Income Analysis (For Family)				
Available Income	17,439.66	3,291.42	14,148.24	
Per Capita Income		1,645.71	7,074.12	
Adjusted Affidavit Needs		6,619.35	0.00	
Excess / Deficit	10,820.31	-3,327.93	14,148.24	
Available Income Analysis Without Children		5,519.35	0.00	
Affidavit Needs Less Child Expenses		2,943.31	14,496.35	
Available Income Without Children	17,439.66			
Excess / Deficit Without Children	11,920.31	-2,576.04	14,496.35	
Percentage Retained	Gross Income	105.58%	91.08%	
	Net Income	111.83%	97.60%	



B