

STATE OF WISCONSIN

CIRCUIT COURT
FAMILY COURT BRANCH

MONROE
LACROSSE COUNTY

[X] TEMPORARY ORDER

[] STIPULATION FOR TEMPORARY ORDER

Case #: 12 -FA- 108

Petitioner; Joint Petitioner
Name: JENNIFER H.S. McKINNEY
Address: [redacted], WI Zip 54656

Respondent; Joint Petitioner
Name: ISRAEL RYAN McKINNEY
Address: [redacted], MN Zip 56308

The above matter having (been stipulated) (come on for hearing) before the undersigned Family Court Commissioner for Lacrosse County, Wisconsin on the 19th day of April, 2012, and upon proper service, appearing in person Jennifer H.S. McKinney wife, and Israel R. McKinney husband, and Ann I. Brandau her attorney, [redacted] his attorney, G.A.L.

Finds by Court Commissioner as to Income are:

- Income of wife \$ 2,750.00 Monthly Gross
- Income of husband \$ 2,400.23 Monthly Gross
- AFDC Is \$ [redacted] per month.
Husband's Employer Donnelly Custom Mfg.
Address 105 Donovan Drive Alexandria, MN 56308

FILED

APR 20 2012

Clerk of Circuit Court
Monroe County Wisconsin

Wife's Employer Self
Address [redacted]

Children of this marriage are:

Table with 2 columns: Name, Date of Birth. Rows include children K, C, M, S, L with their respective birth dates.

IT IS HEREBY ORDERED:

1. CUSTODY
[X] Joint legal custody is awarded to the parties. The husband/wife is named primary caretaker.
The home of the wife/husband is the primary home.
[] Sole legal custody is awarded to [] wife [] husband
2. PHYSICAL PLACEMENT
Physical placement of the minor child(ren) is awarded as follows:
[X] to husband at reasonable times and upon reasonable notice to wife (72 hours' advance notice)
[] to wife at reasonable times and upon reasonable notice to husband
[] to husband at the following times and upon these conditions
[] to the wife at the following times and under these conditions
[X] At all other times physical placement shall be with wife/husband other than as specified above.

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Wife	husband	3. Shall make the weekly <u>bi-weekly</u> or semi-monthly payments as shown below: CHILD SUPPORT \$ <u>816.08/mo.</u> MAINTENANCE \$ _____ FAMILY SUPPORT \$ _____ The total payment of \$ <u>376.65 biweekly</u> shall begin on <u>4/26/2012</u> and continue until further order of the Court. The person who receives maintenance or family support must pay income tax on those payments and the same amount is tax deductible to the person who makes the payments. The payor shall also pay the \$35.00 annual receiving and disbursement fee each year. All payments of monies ordered herein shall be made by cash, money order or certified check, payable to and made out to: WISCONSIN SUPPORT COLLECTIONS TRUST FUND, P O BOX 74400, MILWAUKEE, WI 53274-0400 and transmitted by said clerk of the proper entitled thereto. Assignment of Income is ordered which shall be placed into effect in accordance with the child support/maintenance schedule set forth herein.						
wife	husband	4. Shall vacate the residence of the parties by _____						
wife	husband	5. Is awarded use of the residence of the parties and the furnishings therein and shall begin making the monthly mortgage or rent, property taxes and insurance after _____ and shall be responsible for payments of all utilities after the same date.						
		6. The parties shall file joint federal and combined state income tax returns while this action is pending. Any refunds shall be promptly delivered to the (husband's) (wife's) attorney to be held in trust to be disbursed only upon mutual agreement of the parties and/or by further order of the Court. The parties shall cooperate to complete their tax returns as promptly as possible. FILED APR 20 2012 Monroe County Court Monroe County Wisconsin						
wife	husband	7. Shall pay the following bills (none): <table border="0"> <tr> <td>HUSBAND</td> <td>WIFE</td> </tr> <tr> <td>Plunkett's Pest Control</td> <td>IRS (current payment plan)</td> </tr> <tr> <td>Parkers Prairie Electric</td> <td>MN Dept. of Revenue (payment plan)</td> </tr> </table> <u>One-half (1/2) cell phone bill payable by each party until new, separate contract is set up.</u> <u>The marital debt owed to Avvig Communications shall not be assigned at this time.</u> _____ _____ _____ and the (wife) (husband) shall be responsible for the remaining debts which were incurred prior to the commencement of this action.	HUSBAND	WIFE	Plunkett's Pest Control	IRS (current payment plan)	Parkers Prairie Electric	MN Dept. of Revenue (payment plan)
HUSBAND	WIFE							
Plunkett's Pest Control	IRS (current payment plan)							
Parkers Prairie Electric	MN Dept. of Revenue (payment plan)							
wife	husband	8. Shall maintain the coverage of the husband/wife and minor children on their present and future insurance policies of medical, hospital and dental offered by their employers and shall cooperate in providing the current identification cards or necessary claim forms to process the claims. has applied for BadgerCare. See * on page 3.						
wife	husband	9. Shall pay one half of all medical, dental and hospital and drug expenses not covered by insurance for husband and wife minor children/ themselves <u>Each</u> and each party shall pay all of their own non-covered medical expenses.						
Wife	shall have the use of her <u>2005 GMC Yukon</u> automobile during the pendency of this action.							
Husband	shall have the use of his XXXXXX <u>1990 Geo Metro</u> automobile during the pendency of this action.							
Each Party	shall be required to provide his/her own automobile insurance upon renewal.							

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- BOTH PARTIES are restrained from transferring, encumbering, selling, disposing or destroying his, her or their property without permission of the court.
- BOTH PARTIES are restrained from coming upon the premises which each uses as a dwelling except for picking up and delivery of the minor children of the parties pursuant to the terms of the order of the court.
- BOTH PARTIES are restrained from harassing, molesting or abusing each other and BOTH PARTIES are restrained from interfering with the personal liberty of each other,
- BOTH PARTIES are restrained from borrowing or charging on joint credit accounts including credit cards.
- BOTH PARTIES are restrained from disconnecting any utility services or causing any other essential services of the home to be disconnected.
- BOTH PARTIES are restrained from transferring, cancelling, assigning or changing the beneficiaries of life, hospital, medical, surgical or dental insurance policies or benefits in effect at the time this action was commenced and shall pay all premiums on same when due.
- BOTH PARTIES are restrained from removing the children or any property from the State of Wisconsin during the pendency of this action.
- BOTH PARTIES shall notify the Clerk of Courts and Family Court Commissioner of any change of address or employer within ten days of the change.

This temporary order is without prejudice and shall not be cited as precedent by either party as it is based upon limited information and temporary needs and is subject to revision at any time prior to the Circuit Court taking jurisdiction of the matter.

If this document is used as a stipulation for temporary order, its execution by the Family Court Commissioner shall stand as an order of the Court enforceable and punishable as contempt of court.

IT IS FURTHER ORDERED

- 1) Both parties shall maintain the minor children on any health insurance available through their employer that can be obtained for less than five (5%) percent of their gross income.
- 2) Each party shall be liable for any and all new debt they incur after the date of this hearing.

FILED

APR 20 2012

Clerk of Circuit Court
Monroe County Wisconsin

DISOBEDIENCE OF THIS ORDER IS PUNISHABLE AS CONTEMPT OF COURT.

Due service admitted and copy received:

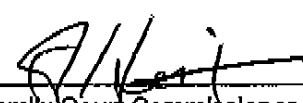
Dated this 19th day of April, 2012

~~_____
Petitioner/joint petitioner~~

~~_____
Respondent/joint petitioner~~

~~_____
Attorney for petitioner~~

~~_____
Attorney for Respondent~~



Family Court Commissioner
Lax Crosser Gaudy
Monroe County
White: Clerk of Courts
Green/Yellow: Attorneys
Pink/Gold: Parties