

DISTRICT COURT, DOUGLAS COUNTY, COLORADO		<p>DATE FILED October 30, 2023 1:46 PM CASE NUMBER: 2022DR30828</p> <p>△ COURT USE ONLY △</p> <p>Case Number: 2022DR30828 Division: 2 Courtroom:</p>
Court Address: 4000 JUSTICE WAY, CASTLE ROCK, CO, 80109-7546		
Petitioner(s) RENAE ELIZABETH LUECKE and Respondent(s) JORDAN PAUL ROSE		
Order Approving Parenting Plan		

The motion/proposed order attached hereto: APPROVED.

The attached Parenting Plan is approved and adopted as an Order of the Court.

Issue Date: 10/30/2023



BENJAMIN TODD FIGA
District Court Judge

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way Castle Rock, CO 80109		<div style="text-align: right;"> ▲ COURT USE ONLY ▲ </div>
<i>In re the Parental Responsibilities Concerning C.M.L.:</i> Petitioner: RENAE ELIZABETH LUECKE and Respondent: JORDAN PAUL ROSE		
<i>Attorney for Petitioner:</i> Robert D. Perrone, #56131 Johnson Law Group, LLC 2373 Central Park Boulevard, Suite 300 Denver, CO 80238 Phone: (720) 452-2540 Fax: (720) 500-6087 Robert@johnsonllgroup.com <i>Attorney for Respondent:</i> Paul Urtz, LLC, #14339 Miller & Urtz, LLC 4500 E. Cherry Creek S. Dr. Suite 1080 Denver, CO 80246 Phone: (303) 861-1200 PaulUrtz@millerurtz.com		
PARENTING PLAN		

Petitioner, Renae Luecke (“Mother”), by and through her undersigned counsel, Robert D. Perrone of Johnson Law Group, LLC, and Respondent, Jordan Rose (“Father”), by and through his undersigned counsel, Paul Urtz of Miller Urtz, LLC, hereby submit this *Parenting Plan* and request that it be found as being in the best interests of the child pursuant to C.R.S. § 14-10-124 and adopted as an Order of the Court. In support thereof, the parties state as follows:

I. INFORMATION ABOUT THE CHILD

Full Name	Sex	Date of Birth
Callie Maelynn Luecke	F	February 6, 2022

II. GOVERNING LAW

The laws of the State of Colorado, County of Douglas, control this case and this Order.

III. CHILD SUPPORT, DEPENDENCY EXEMPTIONS, AND CHILD-RELATED EXPENSES:

1. Child Support

- a. Both parties acknowledge the child support guidelines of C.R.S. § 14-10-115.
- b. Father shall pay Mother \$1,500.00 a month in child support commencing with the payment due September 15, 2023. The payments shall be made directly to Mother on the fifteenth day of each month via Venmo.
- c. The parties agree to exchange W-2's and all sources of income by February 28 of each year to determine if either party is entitled to a modification of child support. Should either party request a more formal determination of child support, that party shall file a Motion to Modify Child Support.

IV. JURISDICTION

Colorado is the Home State of the child. The child resided in the State of Colorado for at least 182 days immediately preceding the filing of the *Petition for Allocation of Parental Responsibilities* on October 24 of 2022.

As such, Colorado shall have jurisdiction to issue orders regarding the allocation of parental responsibilities regarding the one minor child, and shall have continuing, exclusive jurisdiction pursuant to the Uniform Child-Custody Jurisdiction and Enforcement act, C.R.S. § 14-13-101, *et seq.*

1. Dependency Exemptions

- a. The parties shall alternate claiming the minor child for tax purposes. Mother shall be entitled to claim the minor child on her income tax return for even tax years. Father shall be entitled to claim the minor child on his tax returns for odd tax years. Pursuant to C.R.S. § 14-10-115(12), Father shall not be entitled to claim the minor child as a dependent for income tax purposes if he has not paid all court-ordered child support for that tax year, and Mother shall not be entitled to claim the child as dependent if claiming the child would not result in any tax benefit,

2. Child-Related Expenses

a. Extraordinary Medical Expenses

- i.** Father shall continue to provide health insurance for the child. For all extraordinary medical expenses as defined by C.R.S. 14-10-115(10)(h)(II), the parties shall share responsibility in proportion to their incomes in the child support worksheet then in effect, currently with Father paying 80.00% and Mother paying 20.00%.

b. Extracurricular Activities

- i.** Father will help pay for at minimum one extracurricular activity a year and any other mutually agreed activities. The parties shall divide the associated costs and expenses between themselves as they may agree in writing. In the absence of an agreement otherwise, meaning if the parties agree to share the cost of an extracurricular activity but make no express agreement regarding the division of associated costs, the parties agree to pay extracurricular activities with Father paying 80.00% and Mother paying 20.00%

For purposes of this section, as well as for this Parenting Plan generally, unless otherwise indicated, any requirement that an agreement be made in writing shall be satisfied by written correspondence between the parties, including text messages, email threads, TalkingParents conversations, or similar, provided that the material terms of the agreement and the mutual consent of the parties thereto is apparent from the face of the writing.

b. Reimbursement Procedure

- i.** If a party incurs a child-related expense that the parties are required to share, that party shall request reimbursement from the other in writing within thirty (30) days of incurring such expense. A request for reimbursement shall include a receipt or other proof of actual payment (as opposed to simply an invoice or billing statement). The party from whom reimbursement is sought shall have thirty (30) days following a request to tender payment.
- ii.** If a request for reimbursement is not made pursuant to these provisions, a party incurring an otherwise reimbursable expense shall be deemed to have waived the right to reimbursement.
- iii.** Each party agrees Father shall be responsible for 80.00% the minor child's future expenses that would ordinarily be included in the child support calculation, and Mother shall be responsible for 20% of the minor child's future expenses that would ordinarily

be included in the child support calculation, which expenses include the following:

1. Work-related childcare
 2. Work-related before-school care
 3. Work-related afterschool care
- iv. Each party agrees Father and Mother shall be responsible for 50.00% each the minor child's future expenses.
1. Tuition
 2. Sports
- c. Baby-sitting services and care provided by family members is not covered by this section.
- d. The parties agree that percentage responsibility for the expenses described in this section may be modified by the court in connection with any future modification of the parties' support obligations.

V. PARENTING TIME

The Parties agree that the following sections describing parenting time promote the best interests of the child:

1. Regular Parenting Time:

The minor child shall primarily reside with Mother. All time not specifically allocated to Father shall be allocated to Mother. Father's parenting time shall occur as follows:

- a. Father shall have parenting time on either the first or second weekend of the months of February, April, June, August, October and December. Father shall provide Mother with the weekends for visits for an entire calendar year by December 31 of the preceding calendar year. Father may reschedule a visit from one weekend to another upon at least thirty (30) days' notice to Mother given Mother is available.
- b. The parties agree that, absent thirty (30) days notice from Mother to Father regarding a scheduling conflict for Father's visitation, Father shall exercise his parenting time on the first weekend of every other month.

2. Exchanges

- a. Unless otherwise agreed by the parties, parenting time exchanges shall take on Saturdays during normal day time hours, for example, from 10:00AM until 5:00PM. If Father is exercising parenting time in the state of Colorado, exchanges shall take place at an agreeable location to be mutually worked out by Mother and Father.

- b. The parties agree that Mother shall be at all exchanges, and Father shall not leave with the minor child until, at Mother's discretion, the minor child is comfortable enough to leave with Father.

Summer Parenting Time

The parties agree to continue the aforementioned Parenting Plan during the summer.

3. Holiday Parenting Time:

The parties shall work together to allow the minor child to see Father during holidays, should he be available. Should Father wish to visit the minor child during any Holiday, he shall inform Mother no less than thirty (30) days in advance and obtain written agreement from Mother.

4. Vacation Parenting Time:

- a. The parties shall work together to determine when Vacation Parenting Time is appropriate for Father-
- b. No approval is needed for Mother to travel with the minor child. Mother shall provide her travel itinerary (including the location and the accommodations) to Father prior to departure for all out of country travel. Mother will not travel to any dangerous countries with the minor child.

VI. DECISION-MAKING RESPONSIBILITY

The parties understand that day-to-day decisions such as minor training or correction, minor medical and dental care, curfew, chores, allowance, clothing, hygiene, etc. will be made by the party who has the child at the time such decisions are necessary. The Parties shall discuss any problems or guidelines regarding the day-to-day decisions that will help the other parent provide consistency for the child when they are staying at the other parent's residence.

Both parties will provide the names, addresses, and telephone numbers of all medical, dental, and mental health care providers. Either party may authorize emergency care, but if possible both parties agree to contact the other party first.

For purposes of school attendance only, the child(ren)'s residence will be with the Mother,

Mother shall exercise sole decision-making responsibility for all major decisions in the areas of healthcare, education, religion, and extracurricular activities subject to the terms of this Parenting Plan.

Mother shall consult and confer in good faith with Father prior to making any major decisions. Mother shall notify Father in writing through TalkingParents.com or via text message of any major decisions she makes for the child.

VII. COMMUNICATION WITH THE CHILD

1. Father may communicate with the child during the child's reasonable waking hours via telephone, FaceTime, Skype, text message, or any other medium appropriate for the child. Prior notice given to the Mother.

VIII. COMMUNICATION BETWEEN THE PARENTS

1. The Parties shall notify each other, in writing, of any changes in their contact information (including address, telephone number, and e-mail) within three (3) days of such change.

It is in the child's best interests that a respectful and harmonious relationship exists between the Parties, as the Parties must co-parent throughout the child's lifetime. The communication between the Parties shall be respectful; there will be no hostile, disparaging, or degrading communication of any kind regarding either parent, the child, or this proceeding.

Information and Events:

Events Involving the Child. The Parties should promptly notify the other of any significant event which concerns the physical or mental welfare of the child, or of events significant to the child. This includes, but is not limited to, childcare provider(s), medical/dental appointments, extracurricular activities or school events, religious rites, arrests, school disciplinary issues, or illness or injury which leads to missing two or more days of school.

Medical & School Records. The Parties understand that, by law, they each have access to the child's medical and school records. The Parties should promptly provide each other with the names and full contact information of anyone providing these or other services to the child to ensure that both Parties are listed as the primary points of contact in case of emergency.

2. FUTURE CONFLICT RESOLUTION

- a. The Parties shall make a good faith effort to resolve any dispute first through direct communication in writing via Talking Parents App. If the parties are unable to resolve a dispute regarding the terms of this parenting plan between themselves, they agree to submit the matter to mediation to a mutually acceptable mediator. If the parties are unable to agree upon a mediator, the matter will be referred to the Office of Dispute Resolution.

- b. As a general rule, neither party should file any non-emergency motion to modify the terms of this parenting plan without first submitting the matter to mediation and a copy of an associated mediation certificate should be submitted with any such post-decree motion. Failure to comply with this mediation provision shall not be subject to contempt proceedings of any nature, however, a party's failure to comply may be considered in assessing whether a party has acted in bad faith in association with a request for attorney fees or whether, in the discretion of the Court, a non-compliant motion shall be dismissed, without prejudice, with orders to submit the dispute to mediation before refiling.
- c. This provision shall not apply if there is an emergency issue requiring resolution.

3. MODIFICATIONS

- a. The Parents may jointly agree to a temporary deviation from any provision in this Parenting Plan. Such agreement shall be clearly stated in writing in advance of such change being implemented.
- b. A temporary deviation from a provision in this Parenting Plan is not a waiver of future requirements to adhere to the provisions herein.
- c. If the parties cannot agree upon a temporary deviation, the provisions of this Parenting Plan control, and any deviation therefrom gives rise to an action pursuant to C.R.S. § 14-10-129.5 .
- d. Any permanent change or modification of this Parenting Plan shall be made in writing, signed by the Parties, and filed with the Court.

4. MISCELLANEOUS

The parties agree that they shall each cooperate in obtaining the minor child's passport within thirty (30) days of this Parenting Plan becoming order of the Court.

[SIGNATURE PAGE FOLLOWS]

PLEASE RE-READ THIS DOCUMENT CAREFULLY TO MAKE SURE IT IS AN ACCURATE REPRESENTATION OF YOUR STIPULATION WITH THE OTHER PARENT.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND AGREE WITH EVERYTHING IN THIS DOCUMENT AND THAT YOU HAVE HAD A REASONABLE OPPORTUNITY TO BE ADVISED BY LEGAL COUNSEL REGARDING THIS STIPULATION.

PETITIONER RENAE LUECKE

Renae Luecke
Renae Luecke (Sep 14, 2023 16:14 MDT)

Signature of Petitioner

9/14/2023

Date

APPROVED AS TO FORM:
JOHNSON LAW GROUP, LLC

/s/ Robert D. Perrone
Robert D. Perrone, Esq.
Attorney for Petitioner

RESPONDENT JORDAN ROSE

Jordan Rose
Jordan Rose (Sep 14, 2023 09:50 PDT)

Signature of Respondent

9/14/23

Date

APPROVED AS TO FORM:
MILLER URTZ, LLC

Paul Urtz
/s/ Paul Urtz (Sep 14, 2023 11:08 MDT)

Paul Urtz, Esq.
Attorney for Respondent





23-0912 Parenting Plan Luecke v. Rose Parenting

Final Audit Report

2023-09-14


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 Signer renaeluecke@gmail.com entered name at signing as Renae Luecke

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 Document e-signed by Renae Luecke (renaeluecke@gmail.com)

Signature Date: 2023-09-14 - 10:14:48 PM GMT - Time Source: server- IP address: 24.9.190.29

 Agreement completed.

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Attachment to Order - 2022DR30828



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