

<input type="checkbox"/> County Court <input checked="" type="checkbox"/> District Court <b>Clear Creek</b> County, Colorado Court Address: 405 Argentine St, Georgetown, CO 80444	
Plaintiff(s)/Petitioner(s): <b>Robert Means</b>  v.  Defendant(s)/Respondent(s): <b>Samantha Fox</b>	<b>▲ COURT USE ONLY ▲</b>
Attorney or Party Without Attorney (Name and Address): Robert Means, 30623 Sun Creek Dr, Evergreen, CO 80439 (720) 934-1245    robert@robertmeans.com  Phone Number:                      E-mail:  FAX Number:                        Atty. Reg. #:	Case Number:  <b>09DR42</b>  Division                          Courtroom
<b>MOTION TO    RECTIFY</b>	

For the following reasons: (cite any applicable law)

The Order violates our Parenting Plan while simultaneously ignoring

Petitioner and Respondent's desire to resolve personal matters

amicably, at our mutually agreed discretion. Please see attached.

**I request the Court to:**

Retroactively annul the ORDER RE: MODIFICATION OF CHILD SUPPORT issued on July 17, 2018.

Date: 04.20.21

Signature of  Petitioner/Plaintiff or  Respondent/Defendant  
30623 Sun Creek Drive  
Address  
Evergreen, CO 80439  
City, State and Zip Code  
720.934.1245  
Telephone Number (Home) (Work)

## **CERTIFICATE OF SERVICE**

I certify that on 04.20.21 (date) a true and accurate copy of the Motion to RECTIFY

Hand Delivery,  E-filed,  Faxed to this number , or

by placing it in the United States mail, postage pre-paid, and addressed to the following (include name and address):

To: theleastcomplicated@gmail.com

Petitioner/Plaintiff or  Respondent/Defendant

## Motion to Rectify

Additional Information | Case: 09DR42

The Order to Modify Child Support issued July 17, 2018 violates our Parenting Plan (attached) Section F, which states, "If the parties cannot reach an agreement in the future on any issues involving the child(ren), they agree to enter into mediation." The Motion filed by Samantha on 06/13/18 asked to cancel her child support obligations thereby liberating our financial affairs which I endorsed by way of not contesting.

In her Motion to Modify Child Support (page 2), Samantha states, "*Although the child support worksheet based on this new situation calculated that Robert should pay child support of \$70, I am not requesting that he pay anything, only that my child support obligation be ended.*"

Samantha is an educated, professional, successful adult capable of making decisions in her own interest and without special assistance. There was no reason or indication that her request would not, or should not, be respected at face value. My lack of reply was implied mutual consent for the Court to grant the Motion as requested.

The decision to impose this prohibitively expensive penalty has manufactured conflict where it otherwise would not exist. Samantha has expressed that she neither wants nor needs this money yet it serves as a mandate of entitlement whereby every other parental decision since has been made unilaterally without discussion, consideration or communication with me.

I am not asking the Court to intervene in any capacity other than to honor the original Motion Samantha filed, and I agreed to, on 06/13/18. Should the Court find this appeal unreasonable I respectfully request that a moratorium be placed on the current Order until both parties can reconcile in mediation per our original agreement.

<input type="checkbox"/> District Court <input type="checkbox"/> Juvenile Court Clear Creek _____ County, Colorado <b>Court Address:</b> 405 Argentine St, Georgetown, CO 80444	
<b>In re:</b> <input checked="" type="checkbox"/> The Marriage of: <input type="checkbox"/> Parental Responsibilities concerning:  <b>Petitioner:</b> Samantha Lee Fox and <b>Co-Petitioner/Respondent:</b> Robert Hanbury Means	<b>▲ COURT USE ONLY ▲</b>
<b>Attorney or Party Without Attorney (Name and Address):</b> 29656 Buffalo Park Rd. #205  Evergreen, CO 80439	<b>Case Number:</b> 09DR42
<b>Phone Number:</b> (720) 934-1209 <b>E-mail:</b> theleastcomplicated@gmail.com <b>FAX Number:</b> Atty. Reg. #:	<b>Division</b> _____ <b>Courtroom</b> _____
<b>PARENTING PLAN</b>	

You **must** submit to the Court some form of **written Parenting Plan** addressing all of the issues which are relevant to the facts of your case. The written Parenting Plan must contain provisions for the allocation of parental responsibilities including decision-making and parenting time. You may use this form as a Parenting Plan to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. **If you need more space than is provided, attach additional pages to the form. Any additional pages must include notarized signatures.**

To promote agreement among parties where the children are involved, parties may jointly create a written Parenting Plan. If you do not enter into a joint written Parenting Plan, you must each file your own written Parenting Plan. Without an agreement, the Court **must** enter its own plan which may be a plan filed by one of the parties or may be entirely different. Whether the Court approves your plan or enters its own, the Parenting Plan will become a Court Order.

This is a:

- Full Joint Parenting Plan (we agree to everything and the plan is signed by both parties.)
- Partial Joint Parenting Plan (we agree to some things and the plan is signed by both parties.)
- Parenting Plan prepared by one party (no agreement).

If this is a partial joint Parenting Plan or a Parenting Plan prepared by one party, please complete and file with the Court JDF 1129 - Pretrial Statement to identify issues that you have not agreed on. **This is a required form if you have any issues that you cannot agree on. A hearing may be necessary to address the issues.**

The Petitioner is the child(ren)'s:

- Father  Mother  Other Party (state relationship to child(ren)) \_\_\_\_\_

The Co-Petitioner/Respondent is the child(ren)'s:

- Father  Mother  Other Party (state relationship to child(ren)) \_\_\_\_\_

The child(ren) are:

Full Name of Child	Present Address	Sex	Date of Birth
Stanton Hanbury Means		M	3/1/62
Meredith Madeline Means		F	12/11/04

## Section A: Allocation of Parental Responsibilities (Decision-making)

1. 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(ren) at the time such decisions are necessary.
2. Each party will inform the other party of any changes with their address and/or phone numbers in advance.
3. 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.
4. Unless otherwise ordered by the Court for good cause shown, state law provides that both parties have access to the records of the child(ren) including school, medical, dental, and mental health records, pursuant to §14-10-123.8, C.R.S.
5. For purposes of school attendance only, the child(ren)'s residence will be with the:  
 Mother  Father  Other Party

We have identified below whether the major decisions (Education, Medical/Dental Mental Health, and Religious) will be joint or will be made by one party. If major decision will be made by someone other than one of the parents, check the "Other Party" column.

Type of Major Decision-Making	Joint	Father	Mother	Other Party
Educational, if needed specify:	X			
Medical/Dental/Mental Health, if needed specify:	X	□	—	—
Religious, if needed specify:	X	□	—	—
Extracurricular and Recreational Activities, if needed specify:	X			
Other (please identify):				
Other (please identify):	□	□	—	—
Other (please identify):				
Other (please identify):				

## Section B: Allocation of Parental Responsibilities (Parenting Time)

**Parties are encouraged to create a Parenting Plan that meets the needs of the child(ren) and individual needs of their family. If you have any unique issues, please identify them under "other" or provide an attachment to this Parenting Plan. If a party fails to comply with a provision of this plan, child support is not affected.**

**1. Weekday and Weekend Schedule during the School Year** (You may attach a calendar or other document to identify your schedule.)

The child(ren) will be in the care of the Father. List the days of the week and times.

5-2-2-5 (attached)

The child(ren) will be in the care of the Mother. List the days of the week and times.

5-2-2-5 (attached)

The child(ren) will be in the care of another party, specify who \_\_\_\_\_ . List the days of the week and times.

Transportation and drop-off/pick-up arrangements will be as follows:

Blockbuster parking lot unless by mutual agreement.

**2. Summer Schedule**

- The weekday and weekend schedule above will apply for all 12 calendar months with no specific changes during the summer.

or

- During the summer months, the child(ren) will be in the care of the Father. List the days of the weeks and times.

M-F 8-5

- During the summer months, the child(ren) will be in the care of the Mother. List the days of the weeks and times.

---

---

---

---

The child(ren) will be in the care of another party, specify who \_\_\_\_\_ . List the days of the week and times.

---

---

Transportation and drop-off/pick-up arrangements will be as follows:

Blockbuster unless by mutual agreement

---

---

### 3. Holidays and Special Occasions

The following schedule will take priority over the schedules in **Sections 1 and 2**. Please check all that apply and indicate the time and place of exchange, which party the child(ren) will spend time with, and the schedule, i.e. even/odd/all years, alternating events, etc. Identify any unique situations under "Other". If a box is not checked, the regular parenting time schedule will apply to that holiday event.

Event	Name of party spending time with child(ren)	Odd years	Even years	All Years	Time & Place of exchange
<input checked="" type="checkbox"/> Spring Break		M	F		
<input type="checkbox"/> Easter					
<input checked="" type="checkbox"/> Mother's Day/Weekend				M	
<input type="checkbox"/> Memorial Day/Weekend					
<input checked="" type="checkbox"/> Father's Day/Weekend				F	
<input type="checkbox"/> July 4 <sup>th</sup>					
<input type="checkbox"/> Labor Day/Weekend					
<input type="checkbox"/> Halloween					
<input checked="" type="checkbox"/> Thanksgiving Day/Break		F	M		
<input checked="" type="checkbox"/> Christmas Eve		M	F		
<input checked="" type="checkbox"/> Christmas Day		M	F		
<input checked="" type="checkbox"/> Week 1 of Winter Break		F	M		
<input checked="" type="checkbox"/> Week 2 of Winter Break		M	F		
<input checked="" type="checkbox"/> Children's Birthdays		M	F		
<input type="checkbox"/> Other (Identify)					
<input type="checkbox"/> Other (Identify)					
<input type="checkbox"/> Other (Identify)					

Other parenting time arrangements:

In addition, parents agree in writing to alter the above  
as needed in writing.

---

---

**4. Number of Overnights:** Based upon the foregoing schedule(s), Mother will have 182 total overnights per year and Father will have 103 total overnights per year. Note: These two numbers must equal 365.

## **5. Telephone Access**

- Each parent may have reasonable telephone contact with the child(ren) during the child(ren)'s normal waking hours.  
 Other: \_\_\_\_\_

## **6. Travel and Vacation Plans**

- The parties agree that should either of them require out-of-state or any type of overnight travel with the child(ren), each party will inform the other party of such travel and vacation plans, including notice and contact information.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Section C: Relocation**

Relocation refers to moving the child(ren)'s residence so that the geographic ties between the child(ren) and the other parent are substantially changed requiring a modification of allocation of parental responsibilities (decision-making and parenting time).

The parties understand that after the Decree or Final Order is issued, if a party wants to relocate, he/she must file a Motion with the Court, pursuant to §14-10-129, C.R.S. and obtain court permission to relocate, unless the parties have submitted to the Court a written agreement/stipulation (with verified signatures of all parties) allowing one of the parties to relocate with the minor child(ren) together with a new proposed parenting plan which addresses how the parties intent to address all the parenting issues given the fact that one of the parties is now relocating with the minor child(ren).

- Neither the Father or Mother have current plans to relocate with the child(ren).

The  Father  Mother  Other Party is planning to relocate with the child(ren) to \_\_\_\_\_ (city)  
\_\_\_\_\_ (state) on \_\_\_\_\_ (date) and we have agreed to the following terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Section D: Financial Obligations for the Benefit of the Child(ren)**

**1. Child Support** (all child support agreements **must** be reviewed by the Court to see if the agreement complies with the child support guidelines):

### **a. Child Support Calculation**

Child Support shall be paid per a previously issued Administrative or Court Order in \_\_\_\_\_ (DHS number or case number) issued on \_\_\_\_\_ (date) in \_\_\_\_\_ (County).

or

The amount of child support agreed to by the parties is **based** upon the attached Child Support Worksheet which reflects an amount of child support of \$ 1660.65 per month.

or

The amount of child support agreed to by the parties is **not based** upon the attached Child Support Worksheet which reflects an amount of child support of \$ \_\_\_\_\_ per month. Please identify the agreed upon amount and the reasons why you agree to deviate from the amount identified in the Child Support Worksheet. (The Court must approve any deviation from the guideline amount and will do so only for compelling reasons if this amount is lower than the guideline amount.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### b. Child Support Agreement

The  Father  Mother shall pay child support to the  Father  Mother  Other Party in the sum of \$ \_\_\_\_\_ per month beginning on \_\_\_\_\_ (date).

**Child support payments shall be paid: (check one)**

- To the Family Support Registry (FSR), P. O. Box 2171, Denver, CO 80201-2171.  
 Directly to the  Father  Mother  Other Party

**Child support payments shall be paid: (check one)**

weekly  bi-weekly  twice a month  monthly  Other: \_\_\_\_\_ and will be paid on the \_\_\_\_\_ day of the  week  month.

**It is the responsibility of the Obligee (the person receiving the payment) to complete the appropriate forms to activate an income assignment, pursuant to §14-14-111.5(3)(a)(II), C.R.S. Please see JDF 1801 - Instructions, if applicable.**

## 2. Medical, Dental, Vision, and Mental Health Insurance and Extraordinary/Out-of Pocket Medical Expenses

Father shall provide  medical  dental  vision  mental health insurance for the child(ren). If not all children, please identify the names of the children the Father will be providing insurance for:  
\_\_\_\_\_

and/or

Mother shall provide  medical  dental  vision  mental health insurance for the child(ren). If not all children, please identify the names of the children the Mother will be providing insurance for:  
\_\_\_\_\_

and/or

\_\_\_\_\_ (name of party) shall provide  medical  dental  vision  mental health insurance for the child(ren). If not all children, please identify the names of the children that this party will be providing insurance for:

---

Extraordinary Medical Expenses are defined as uninsured expenses, including co-payments and deductible amounts in excess of \$250.00 per child per calendar year. The parties agree that extraordinary medical, dental, vision, or mental health expenses for the child(ren) shall be divided with the Father paying \_\_\_\_\_ %, the Mother paying \_\_\_\_\_ %, and the Other Party paying \_\_\_\_\_ %.

Other: \_\_\_\_\_  
\_\_\_\_\_

A "Notice to Employer to Deduct for Health Insurance" (JDF 1809) can be completed by the Obligee (person receiving) and served upon the Obligor (person paying) and Obligor's employer.

### 3. Extraordinary Expenses (Private schools, school/sport/extracurricular activities, etc.)

You may use this section to document any agreements made between the parties that are not required by law to be addressed such as private schools, extracurricular and recreational activities, automobile access or insurance, or any other agreements affecting the general welfare of the child(ren). Note: Agreements made under this provision, if approved by the Court and made a part of the Decree or Order, become enforceable by the Court.

The parties agree to the following:

*n/a*

---

---

---

---

---

---

---

### 4. OPTIONAL - Post-Secondary Expenses (college, trade school, etc.)

You may use this section to document any agreements made between the parties that are not required by law to be addressed.

Post-secondary education expenses **cannot** be ordered by the Court without an agreement. If you agree that they should be paid by the parents, please indicate the terms of the agreement below.

**NOTE: Agreements made under this provision, if approved by the Court and made a part of the Decree or Final Order, become enforceable by the Court.**

Post-secondary education expenses for the child(ren) shall be divided with the Father paying \_\_\_\_\_ % and Mother paying \_\_\_\_\_ % of every expense checked below. Post-secondary expenses include the following:

Tuition (indicate any restrictions or maximum monetary amounts) \_\_\_\_\_

- 
- Room and Board  
 Books  
 Fees  
 Travel  
 Other: \_\_\_\_\_
- 

## Section E: Child Tax Exemption

Only one party may claim a deduction for each child on his/her income tax return. Both parties agree to prepare appropriate IRS forms, for example, Form 8332 "Release of Claim to Exemption for Child of Divorced or Separated Parents" IRS link to forms: <http://www.irs.gov/formspubs/index.html>

Note:

- If there is no agreement, the dependency exemption will be divided in accordance with §14-10-115(12), C.R.S. These rights shall be allocated between the parties in proportion to their contributions to the costs of raising their children.
- A parent shall not be entitled to claim a child as a dependent, if he or she has not paid all court-ordered child support for that tax year or if claiming the child as a dependent would not result in any tax benefit pursuant to §14-10-115(12), C.R.S.

"F" = Father "M" = Mother "O" = Other party

Full Name of Child	Deduction to be claimed every year by:			Deduction to be claimed during odd years			Deduction to be claimed during even years		
Stanton Hanbury Means	<input checked="" type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O
Meredith Madeline Means	<input type="checkbox"/> F	<input checked="" type="checkbox"/> M	<input type="checkbox"/> O	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O
	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O
	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> O

Other: \_\_\_\_\_

---

## Section F: Other Terms

If the parties cannot reach an agreement in the future on any issues involving the child(ren), they agree to enter into  mediation  arbitration  parenting coordinator  decision-maker at their own cost.

The parties will exchange financial information on an annual basis, for example, income, verification of insurance and its costs.

Identify below any issues or agreements not already identified in this agreement.

exchange financial information upon major changes.

---

---

---

---

---

Minor changes may be made at any time if both parties agree to the changes. A written agreement to modify child support, the primary caretaking party, or other substantial changes to the parenting plan should be filed with the Court along with a proposed order for the Court to approve the modification.

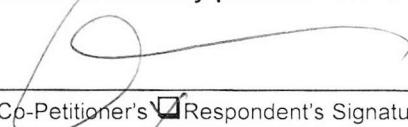
Please re-read this document carefully to make sure it accurately reflects your entire agreement. Items agreed upon outside of this document may not be enforceable.

Your signature below indicates that you have read, understand, and agree with all terms of this agreement. This document should be signed in the presence of a notary public or court clerk.

 2/15/10

Petitioner's Signature

Date

 2.05.10

Co-Petitioner's  Respondent's Signature

Date

Signature of Attorney, if applicable Date

29656 Buffalo Park Rd #205

Petitioner's Address

Evergreen CO 80439

City, State, Zip Code

720.934.1209

(Area Code) Home Telephone Number

303.974.6622

(Area Code) Work Telephone Number

Signature of Attorney, if applicable Date

771 W. Her Gulch Rd.

Co-Petitioner/Respondent's Address

Evergreen, CO 80439

City, State, Zip Code

303.474.1577

(Area Code) Home Telephone Number

(Area Code) Work Telephone Number

Subscribed and affirmed, or sworn to before me  
in the County of \_\_\_\_\_,  
State of \_\_\_\_\_, this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_\_.  
  
My Commission Expires: \_\_\_\_\_

Notary Public/Clerk

Subscribed and affirmed, or sworn to before me  
in the County of \_\_\_\_\_,  
State of \_\_\_\_\_, this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_\_.  
  
My Commission Expires: \_\_\_\_\_

Notary Public/Clerk

(IF ONLY ONE PARTY SIGNS THE PARENTING PLAN, COMPLETE A CERTIFICATE OF SERVICE.)

### CERTIFICATE OF SERVICE

I certify that on \_\_\_\_\_ (date) the original was filed with the Court and a true and accurate copy of the **PARENTING PLAN** was served on the other party by:

Hand Delivery,  E-filed,  Faxed to this number: \_\_\_\_\_, or  by placing it in the United States mail, postage pre-paid, and addressed to the following:

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Your signature