

State of Louisiana * Parish of Ouachita/Morehouse * 4th Judicial District Court

VS. NUMBER _____ (Division _____)

Filed: _____

By Dy Clerk: _____

HEARING OFFICER CONFERENCE REPORT

This matter comes before the Court pursuant to a _____ filed by Plaintiff, Defendant, _____ (“Mother”), (“Father”), seeking the following relief from Defendant, Plaintiff, _____ (“Father”): (“Mother”):

The Hearing Officer Conference took place on _____. Present at the Conference were the Plaintiff, _____, and his her counsel of record, _____, and the Defendant, _____, and his her counsel of record, _____ (or appropriate indications of the absence of a party or that a party is unrepresented).

HEARING OFFICER’S FINDINGS OF UNDISPUTED FACTS

1. The parties have a minor child or children:

| Name(s) of the Minor Child(ren) | Date of Birth | Current Age |
|---------------------------------|---------------|-------------|
| | | |

2. Father is employed by who as a what. The average monthly income of the Father is determined to be \$ _____. The basis for this determination is . This income represents _____ % of the combined income of the parties.

3. The Father’s net income (for purposes of determining spousal support claims), after the deduction of mandatory (legally obligated) withholdings, is \$ _____.

4. (If spousal support is at issue) The _____’s claimed average monthly expenses total \$ _____. The Hearing Officer finds that \$ _____ is a reasonable amount of average monthly expenses for this party, after reviewing and evaluating the submissions provided to the Hearing Officer, and after considering the information presented at the HOC. This leaves him with a _____ of \$ _____.

5. The Mother is employed by _____ as a _____. The average monthly income of the Mother is determined to be \$ _____. The basis for this determination is . This income represents _____ % of the combined income of the parties.

6. The Mother’s net income (for purposes of determining spousal support claims), after the deduction of mandatory (legally obligated) withholdings, is \$ _____.

7. (If spousal support is at issue) The _____’s claimed average monthly expenses total \$ _____. The Hearing Officer finds that \$ _____ is a reasonable amount of average monthly expenses for this party, after reviewing and evaluating the submissions provided to the Hearing Officer, and after considering the information presented at the HOC. This leaves her with a _____ of \$ _____.

8. The actual child care expenses for the minor child or children is \$ _____ per month. The Federal Tax Credit to be applied to these expenses is __%, based on the annual income of the _____. The net monthly child care expenses to be applied to the child support calculation is \$ _____.

9. Health and hospitalization insurance coverage for the minor child or children is provided by or through the _____. The cost of health and hospitalization insurance coverage for the minor child or children is \$ _____.

10. The cost of private school for the minor child or children is, on an average monthly basis, \$ _____. This is based upon the annual cost of tuition, registration fees, and other mandatory fees, for an annual total cost of \$ _____. This number has been divided by 12 to arrive at the average monthly cost. The costs of school lunches and school uniforms are not added into this number insofar as those expenses are contemplated in the Basic Child Support Obligation provided under the Louisiana Child Support Guidelines (food and clothing).

11. Child Support Worksheet(s) attached.

12. The Hearing Officer finds that the _____ will be able to prove, more probably than not, that _____ is (not) in wilful and intentional violation of a prior order of this Court, and that _____ should be held in contempt of court.
13. Defendant owes an arrearage under a prior order of support, and that it should be set in the amount of \$ _____ as of the date of this HOC.
14. Other:

HEARING OFFICER'S FINDINGS OF UNDISPUTED FACTS

(supply at conference)

HEARING OFFICER'S RECOMMENDATIONS **(PROPOSED JUDGMENT PURSUANT TO LSA RS 46:236.5C(5)(d))**

CUSTODY

1. The parties shall share joint custody of the minor child or children, with the _____ designated as the "domiciliary parent."
2. The non-domiciliary parent is hereby granted custody/visitation privileges as follows:
 - A. **RECURRING CUSTODIAL/VISITATION PERIODS:** The _____ shall have liberal custodial periods with the minor child[ren] as agreed upon by and between the parties. However, in the absence of agreement, the _____ shall have, at a minimum, the custodial/visitation periods with the minor child[ren] as indicated below:
 1. **Weekend:** Every other weekend, from Friday at 6:00 p.m. until the following Sunday at 6:00 p.m. The alternating weekend custodial periods in favor of the _____ shall begin with the weekend starting on Friday, _____, 20_____, and shall alternate every other weekend thereafter. Except as provided in the holiday and special occasion custody/visitation provisions contained herein, in the event a weekend custody/visitation period is followed by a Monday legal holiday, then this parent's weekend privilege shall automatically expand by 24 hours to incorporate said legal holiday.
 2. **Weekday:** The _____ shall be entitled to enjoy a custodial period with the minor child[ren] every _____ from 6:00 p.m. until the following morning at 8:00 a.m.
 3. In the event a custody/visitation period concludes on a school morning, the time used is approximate and meant to represent the actual commencement time of the minor child[ren]'s school day and the time the minor child[ren] is/are dropped off to attend school. The parent whose custody/visitation concludes at or about the time the child[ren] resume(s) school following said period shall return the child[ren] to school in a timely manner.
 4. Recurring custodial periods shall alternate and rotate until modified in writing by mutual agreement of the parties and/or by order of the Court. In the event a weekend or weekday custodial period falls at the same time as a holiday or special occasion as provided herein, said custodial period shall be superseded by the holiday or special occasion, and the schedule of recurring custodial periods shall resume as though they had not been interrupted.
 - B. **HOLIDAYS:** The parties shall share all of the child[ren]'s holiday periods as fairly and equitably as possible, giving due consideration to the need for the child[ren] to spend holiday time with each parent, the traditions which the parents and/or their families have maintained in the past, together with each parent's work schedules (if any), and the reasonable desires of the child[ren]. However, in the absence of an agreement, the parties shall share the following alternating and rotating holidays, from 6:00 p.m. on the day before the holiday, until 6:00 p.m. on the day of the holiday: Mardi Gras, Easter, Thanksgiving, Christmas Eve, and Christmas Day, with the _____ enjoying the next holiday in said list, which is the _____ holiday, and the other parent enjoying the holiday which follows in said list, which is the _____ holiday, and the parties shall alternate and rotate the remainder of the holidays in the list until further orders of Court or mutual agreement of the parties. These holiday provisions take precedence when in conflict with the recurring custodial periods set forth in Section A, herein above.

OR

B HOLIDAYS: The parties shall share all of the child[ren]'s holiday periods as fairly and equitably as possible, giving due consideration to the need for the child[ren] to spend holiday time with each parent, the traditions which the parents and/or their families have maintained in the past, together with each parent's work schedules (if any), and the reasonable desires of the child[ren].

OR

B. HOLIDAYS: All holidays and holiday periods shall be defined in accordance with the school calendar in effect for the school which the minor child[ren] attend(s). These holiday provisions shall take precedence when in conflict with the recurring custodial periods set forth in Section A above.

1. ***Thanksgiving Holidays*** shall be split into two parts with the first part commencing at 6:00 P.M. on the day that school recesses and ending at Noon on the Wednesday just before Thanksgiving; and with the second part commencing at Noon on the Wednesday just before Thanksgiving and ending at 6:00 P.M. on the day prior to school resuming; The Father shall have the first part and the Mother shall have the second part during even numbered years; and, during odd numbered years the Mother shall have the first part and the Father shall have the second part; and,
2. ***Christmas and New Year's Holidays*** will be divided into two parts, with the first part commencing at 6:00 P.M. on the evening that school recesses and ending at noon on Christmas Day, and the second part commencing at noon on Christmas Day and ending at 6:00 P.M. on the day prior to school resuming in January. The Father shall have the First part during even numbered years and the second part during odd numbered years and vice-versa for the Mother;

OR

B. HOLIDAYS: All holidays and holiday periods shall be defined in accordance with the school calendar in effect for the school which the minor child[ren] attend(s). These holiday provisions take precedence when in conflict with the recurring custodial periods set forth in Section A, herein above.

1. ***Thanksgiving*** shall be defined as commencing at 6:00 p.m. on the last school day preceding the Thanksgiving school holiday period of the minor child[ren] and concluding at 6:00 p.m. on the day before the child[ren] return(s) to school following said holiday period.
 - i. In even-numbered years, the _____ shall be entitled to enjoy the entire Thanksgiving holiday period.
 - ii. In odd-numbered years, the _____ shall be entitled to enjoy the entire Thanksgiving holiday period.
2. The ***Christmas*** and ***New Year's*** holiday period shall be defined in two parts: (1) the first half of said period shall commence at 6:00 p.m. on the last school day preceding the holiday period and concludes at 9:00 p.m. on Christmas Eve, and (2) the second half of said period shall commence at the conclusion of the first half and shall conclude at 6:00 p.m. on the day before the child[ren] return(s) to school following said holiday period.
 - i. In even-numbered years, the _____ shall be entitled to enjoy the first half of the Christmas and New Year's holiday period, and the other parent shall be entitled to enjoy the second half of the Christmas and New Year's holiday period.
 - ii. In odd-numbered years, the _____ shall be entitled to enjoy the first half of the Christmas and New Year's holiday period, and the other parent shall be entitled to enjoy the second half of the Christmas and New Year's holiday period.
3. ***Spring Break*** shall be defined as commencing at 6:00 p.m. on the last school day preceding the Spring Break school holiday period of the minor child[ren] and concluding at 6:00 p.m. on the day before the child[ren] return(s) to school following said holiday period.
 - i. In even-numbered years, the _____ shall be entitled to enjoy the entire Spring Break holiday period.
 - ii. In odd-numbered years, the _____ shall be entitled to enjoy the entire Spring Break holiday period.
4. ***Easter*** shall be defined as commencing at 6:00 p.m. on the last school day preceding the Easter school holiday period of the minor child[ren] and concluding at 6:00 p.m. on the day before the child[ren] return(s) to school following said holiday period.
 - i. In even-numbered years, the _____ shall be entitled to enjoy the entire Easter holiday period.
 - ii. In odd-numbered years, the _____ shall be entitled to enjoy the entire Easter holiday period.

C. **SPECIAL OCCASIONS:** Additional specific custodial rights which are to take precedence when in conflict with the recurring custodial periods set forth in Section A, herein above. Said additional specific visitation rights with the minor child[ren] and the times for the commencement and termination thereof are as follows:

1. **Father's Day:** The Father shall be entitled to every Father's Day, from 6:00 p.m. on the day before Father's Day until 6:00 p.m. on Father's Day, regardless that this day does not happen to fall during his regular custodial/visitation time.
2. **Mother's Day:** The Mother shall be entitled to every Mother's Day, from 6:00 p.m. on the day before Mother's Day until 6:00 p.m. on Mother's Day, regardless that this day does not happen to fall during her regular custodial/visitation time.

D. **VACATION PERIOD:**

1. During each calendar year, each parent shall be entitled to exercise one (1) custodial period(s) of up to seven (7) days. The parent exercising the vacation period(s) provided in this paragraph shall give the other parent not less than fourteen (14) day(s) advance notice of the period(s) which s/he intends to exercise. Except for said period(s), the recurring custodial periods provided in Section A, above, shall continue as though they had never been interrupted. Neither parent may exercise any vacation time with the child[ren] which requires that the child[ren] miss any amount of school or which interferes with the exercise of specified holiday and special occasion custody/visitation periods of the other parent, without the agreement of the other parent.

OR

1. During the children's summer vacation from school, the parties shall alternate seven-day periods, starting on the first _____ following the last official day of school, and terminating after each parent has exercised five (5) of such periods, following which the alternating custodial periods provided in Section A, Number 1, above, shall resume as though same had never been interrupted.

OR

1. During the children's summer vacation from school, the parties shall exercise custodial periods as follows: _____.

E. **FIRST OPTION TO CARE FOR CHILD**

1. Except for those periods of time when the parents are routinely working and the child[ren] is/are usually and customarily with a child care provider, in the event either of the parties is going to be unavailable to personally provide care and supervision of the minor child[ren] for a period of time in excess of twenty four (24) hours, then the parent who will be unavailable shall give the other parent the first option to provide said care and supervision of the child[ren] from the beginning of the time of unavailability through the end of the period of unavailability.
2. In the event that the parent to whom the first option is extended is unable to or does not accept said option, the parent who will be unavailable shall have the discretion to place the care and supervision of the minor child[ren] with another individual of suitable age and discretion, taking into account the age of the child[ren] to be cared for and the time of day and day of the week.

F. **GENERAL PROVISIONS**

1. The parents are encouraged to communicate frequently in an effort to mutually agree in regard to the general health, welfare, education, and development of the minor child[ren]. Each parent should not ignore the input of the other by the failure to communicate or use the child[ren] to inform each other of decisions on important matters.
2. Both parties shall provide each other with all relevant addresses (home and work) and telephone numbers (home, work, cellular, and pager) where the child[ren] may be contacted, including a geographical location and telephone number if the child[ren] is/are traveling with that parent outside of the State of Louisiana.
3. Neither parent shall attempt or condone any attempt whatsoever, directly or indirectly, by artifice or subterfuge, to estrange the minor child[ren] from the other party or injure or impair the mutual love and affection of the minor child[ren] for either parent. Further, neither party shall make any negative or condescending remarks, within the presence or within the hearing of the child[ren], about the child[ren]'s other parent, the spouse of the child[ren]'s other parent, the extended family of the child[ren]'s other parent or the extended family of the spouse of the child[ren]'s other parent.
4. At all times, the parents shall encourage and foster in the minor child[ren] sincere respect and affection for both parents and shall not hamper the natural affection for both parents or the natural development of the minor child[ren]'s love and respect for the other parent.
5. Except as provided herein, the child[ren] shall be subject to rules and regulations as agreed

upon by the parents. In the event the parties are unable to agree, then each parent shall have the discretion to establish rules and regulations in his or her respective residence.

6. Each parent should maintain sufficient flexibility to allow for variations made necessary by the ebb and flow of social, educational, and recreational life.
7. Each parent shall maintain a sufficient day-to-day wardrobe for the child[ren], but it shall be the responsibility of the domiciliary parent to maintain and to provide to the non-domiciliary parent items of clothing for special circumstances (seasonal, social, and special occasion), unless the circumstances necessitating the special clothing are beyond the control of the domiciliary parent, and it shall be the responsibility of each parent, at the conclusion of her/his custody/visitation period, to return to the other parent any items of clothing which were sent by the other parent.
8. All information regarding school, report cards, conferences, trips, functions, meetings, etc. should be made available to the other parent as either parent receives same, but it shall be the responsibility of each parent to take the steps necessary to procure copies of documents (report cards, progress reports, routine announcements, etc.) directly from the educational institution. The parents shall not communicate through the child[ren], or third parties, or use the child[ren] because they refuse to communicate.
9. Neither party shall have or be an overnight guest of the opposite sex to whom he or she is not related by blood or marriage while the child[ren] are in residence.
10. Neither party shall use or possess illegal drugs while the minor child is in his or her custody.
11. Each party shall keep the other fully advised of any and all extracurricular activities in which the child[ren] is/are participating, and shall give the other parent reasonable advance notice thereof, in order to permit the other parent to attend.
12. Neither party shall discuss or communicate about the child[ren] or legal proceedings between the parties within the presence or hearing of the minor child[ren], if such communication might estrange the minor child[ren] from the other party or injure or impair the mutual love and affection of the minor child[ren] for either party. Further, to the extent that the parties communicate between themselves regarding the child[ren] and/or the legal proceeding, both parties shall take reasonable steps to insure that the child[ren] is/are not exposed to the discussion in any way, and neither of them shall allow the child[ren] any access to any written communication which is intended solely for the parties.
13. Neither party shall attempt to convince the child[ren] not to spend custodial time with the other parent, or to attempt to convince the child[ren] to terminate a custodial period with the other parent before said period is completed. Further, neither party shall denigrate the activities, nature or essence of the time spent with the other parent.
14. The child(ren) shall abide by the terms of this visitation schedule, and the child(ren)'s "stated wishes" shall not be used as an excuse to change the terms of this Court Order, or deny any visitation, absent previous agreement between the parties.
15. The parties may agree to, and are encouraged to agree to, additional visitation(s), and times, and/or changes to visitation times to facilitate each other's schedules, but said modification(s), if meant to be permanent in nature, shall be reduced to writing by the parties and recorded with the Court.
- ~~16.~~ Each parent is responsible for transportation of the child[ren] while in residence. Unless the parties reach a mutually acceptable alternative arrangement, the parent to whom the child[ren] is/are being transferred at the beginning or end of any custodial/visitation period, or his or her designee (which shall be an individual with a current driver's license and insured in accordance with all Louisiana laws, and shall have legally required restraint systems and devices, including specifically seat/shoulder belts and child safety seats for children required to be so restrained), shall be responsible for picking up the child[ren] at the home of the other parent (or from school if that is the time of transfer of custody/visitation).

G. CHANGE OF RESIDENCE OF PARENT

Either parent may remove residence from the parish of their present domicile(s). Before sixty (60) days of such removal, the parent changing residence shall request a modification of this plan from the remaining parent. If agreement is reached, a joint motion for modification may be submitted to the Court. If no agreement is reached, the party changing residence shall request a modification from the Court.

In any event, each parent shall keep the other notified, at all times, of a current residential address, home telephone number, place of employment, work telephone, and, if applicable, cellular telephone and beeper numbers.

CHILD SUPPORT

- A. The _____ is hereby ordered to pay child support of \$ _____ per month, retroactive to the date of judicial demand, and payable in equal installments on the 5th and 20th days of each calendar month.
- B. An *Immediate Income Assignment Order* shall be entered under LSA R.S. 9:303, to be prepared by _____ or legal counsel representing said party, and upon approval by the Court.
- C. The _____ is hereby ordered to provide _____ insurance for the minor child(ren), and is further ordered to provide the other parent with a copy of the policy, insurance and pharmaceutical cards, claim forms, and a list of health care providers included under said coverage.
- D. The minor child(ren)'s uninsured medical, dental, vision, and orthodontic expenses shall be paid by the parties in the same percentage as their incomes bear to the whole, as reflected above.
- E. The _____ shall pay the registration, private school tuition and other mandatory private school expenses, including lunch fees, of the minor child(ren), in a timely manner.
- F. (If to the domiciliary parent) The right to claim the child(ren) as dependent for tax purposes shall be allocated as follows: _____.
- G. (If to the non-domiciliary parent) The right to claim the child(ren) as dependent for tax purposes shall be allocated as follows: _____. This right is contingent upon there being no arrearages and the _____ remaining current in his her ongoing support obligation.
- H. (If the non-domiciliary parent is given the right to claim the children as dependents) The domiciliary parent shall be entitled to claim "head of household" or "earned income credit" for the children in that party's domiciliary custody, if permitted by existing tax laws.

- I. The _____ shall pay _____ periodic spousal support of \$ _____ per month, commencing on or retroactive to the date of judicial demand, and payable in equal installments on the 5th and 20th days of each calendar month. The spousal support obligation is tax deductible by the payor spouse and is taxable income to the recipient spouse.
- J. The arrearage under the prior support is set in the sum of \$ _____ as of the _____ day of _____, 20_____, and made executory.
- K. The _____ is hereby found to be (not to be) in contempt of the prior order of this Court.
- L. The _____ is hereby sentenced to serve _____ days in the parish jail, and fined \$ _____.
- M. The fine and sentence are suspended, on the following condition(s):
- N. The _____'s becoming current in said arrears by or before [date - day before upcoming court hearing] at 12:00 noon, and remaining current in his her ongoing support obligation as ordered.
- O. Other.

EDUCATION

The domiciliary parent shall discuss educational issues with the other parent, and the parties shall attempt to reach mutual agreements regarding the education of the child[ren].

Pursuant to LSA RS 9:351, each parent is entitled to access to records and information pertaining to the minor child[ren], and shall not be denied to a parent solely because s/he is not the child[ren]'s custodial or domiciliary parent.

TRANSPORTATION

Each parent is responsible for transportation of the child[ren] while in residence. Except as provided otherwise herein, and/or unless the parties reach a mutually acceptable alternative arrangement, the parent to whom the child[ren] is/are being transferred at the beginning or end of any custodial/visitation period, or his or her designee (which shall be an individual with a current driver's license and insured in accordance with all Louisiana laws, and shall have legally required restraint systems and devices, including specifically seat/shoulder belts and child safety seats for children required to be so restrained), shall be responsible for picking up the child[ren] at the home of the other parent.

MEDICAL AND DENTAL

Except in emergencies, the domiciliary parent is responsible for all medical, psychiatric and dental treatment decisions for the minor child[ren], and shall discuss said treatment issues with the non-domiciliary parent. The domiciliary parent shall advise the non-domiciliary parent of any and all appointments in advance of same and shall further advise the non-domiciliary parent of treatments rendered and anticipated treatments as soon as that information is received by the domiciliary parent. The non-domiciliary parent shall have the right to attend any and all appointments, but shall not be entitled to cancel or re-schedule any appointments except with the specific agreement of the domiciliary parent.

In an emergency, either party shall have authority to seek appropriate medical treatment.

Pursuant to LSA RS 9:351, each parent is entitled to access to records and information pertaining to the minor child[ren], and shall not be denied to a parent solely because s/he is not the child[ren]'s custodial or domiciliary parent.

The parties further agree that neither of them will be obligated to share in any of said expenses which are purely elective in nature unless the parties have mutually agreed on said expenses in advance of same. Cosmetic surgery or cosmetic dental treatment on the minor child[ren], unnecessary to the integrity of the dental structure, shall not be undertaken without the permission of both parents. Substance abuse treatment is deemed medical treatment.

COMMUNICATION BY AND WITH THE CHILD[REN]

The child[ren] shall have reasonable access to communication with each parent. No communication shall be intercepted, censored, or monitored. However, neither party shall badger the child[ren] regarding the nature and quality of the custodial periods spent with the other parent. Further, neither party shall deny the other parent telephone access to the child[ren] on his or her birthday.

Each party shall provide to the other all residential, work and cellular telephone numbers where each of them may be reached at any given point in time while the child[ren] is/are in that party's physical custody. In addition, when a party is traveling away from home with the child[ren], specifically for vacation or out-of-state travel, that party shall provide a telephone number and physical location where the child[ren] may be contacted.

TUTORSHIP

The parents shall enjoy the natural co-tutorship of the child[ren] in accordance with Articles 250 and 258 of the Louisiana Civil Code, except as limited herein.

PROPERTY OF THE CHILD[REN]

The parents shall have administration of the property of the child[ren] provided by Article 4262 of the Louisiana Code of Civil Procedure.

MEDICAL EMERGENCY OR ACUTE ILLNESS

In the event of a medical emergency or serious acute illness, each parent shall afford reasonable custodial/visitation time to the other upon request, and both shall take said circumstances into consideration in deviating from the custody/visitation schedule, so long as any custody/visitation periods which are missed are made up as soon as possible thereafter.

PLAN MODIFICATION

Each party may seek judicial modification of this plan. In the event the parties reach a mutually agreeable modification, they shall furnish to the Court a joint motion which accurately summarizes the modification for implementation by the Court. The joint modification shall be effective after Court approval, but may be retroactive if agreed by the parties and/or approved by the Court.

OTHER

The _____ shall pay attorney fees in the amount of \$ _____ directly to counsel of record for the _____.

Court costs are taxed as follows:

This *Hearing Officer Conference Report* was rendered on the date indicated above, at _____, Louisiana.

HEARING OFFICER

CERTIFICATION

1. I hereby acknowledge receipt of a copy of the *Hearing Officer Conference Report/Recommendations* rendered on the date indicated hereinabove by the Hearing Officer, and that I have three (3) days, exclusive of weekends and legal holidays, within which to file a written *Objection* with the office of the Clerk of Court of this Parish, clearly listing those specific aspects of the *Hearing Officer Conference Report/Recommendations* to which I object.
2. I further acknowledge that, in the event I do not file a timely written *Objection*, the *Recommendations* of the Hearing Officer may be adopted by the Court, upon the presentation of an appropriate *Judgment* by the Hearing Officer which will be issued by the Court which adopts and implements same, and makes it the order of the Court, without prior notice to any parties or counsel of record.
3. I further acknowledge that, in the event I file a timely written *Objection*, objecting to only a portion of the *Recommendations* of the Hearing Officer, the remainder of the *Recommendations* to which there is no timely written *Objection* filed may be adopted by the Court, upon the presentation of an appropriate *Judgment* by the Hearing Officer which will be issued by the Court, adopting and implementing those portions of the *Recommendations* to which there was no timely written *Objection*, and makes that portion or those portions of the *Recommendations* the order of the Court.
4. I further acknowledge that, in the event I file a timely written *Objection*, I will provide a copy of same to all counsel of record and unrepresented parties, and the Hearing Officer, and that my *Objection* may be disregarded by the Court in the event I fail to provide copies to these individuals.
5. I further acknowledge that, in the event I file a timely written *Objection*, but fail to make an appearance for the hearing on the issues contained in the *Hearing Officer Conference Report/Recommendations*, the Court will adopt and implement the contents of the *Recommendation* as though no *Objection* had been filed.
6. I further acknowledge that, in the event I file a timely written *Objection*, the Hearing Officer may submit an *Interim Order* to the Court which implements the *Recommendations* of the Hearing Officer, pending further order of the Court, without prejudice to either party.
7. I further acknowledge that in the event I file a written objection, I must provide to opposing counsel the name, address, and telephone number of each witness who may be called at the hearing held in regard to the objection, and I must provide to opposing counsel a copy of each exhibit that might be introduced at said hearing, all within five (5) days after filing the written objection, exclusive of weekends and legal holidays. The opposing party must provide that same information within five (5) days, exclusive of weekends and legal holidays, of the receipt of the witness and exhibit lists from the objecting party. No witness may testify at the hearing and no written document may be introduced at the hearing unless there has been compliance with these disclosure requirements, unless the court finds good cause for the noncompliance with the disclosure requirements and the presentation of such evidence is required to prevent manifest injustice.

Plaintiff or Counsel for Plaintiff

IndicateAddress if you have not previously provided same to the Clerk of Court:

Defendant or Counsel for Defendant

IndicateAddress if you have not previously provided same to the Clerk of Court:
