

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

PHYLLIS MARIE CROWDER

PLAINTIFF

2017 MAY -1 PM 3:48

vs.

CHANCERY CLERK CAUSE NUMBER: CV-2016-422W

MATTHEW OLIVER REARDON

BY DC *Yngjae*

DEFENDANT

**PETITION FOR CITATION OF CONTEMPT**

COMES NOW the Plaintiff, Phyllis Marie Crowder, and files this her Petition for Citation of Contempt against the Defendant, Matthew Oliver Reardon, and in support thereof would respectfully show unto the Court the following:

1.

This Court has personal and subject matter jurisdiction in this matter.

2.

That the Defendant, Matthew Oliver Reardon, is an adult resident citizen of Lafayette County, Mississippi, and may be served with process at his residence in Lafayette County, Mississippi, or wherever he may be found.

3.

That on August, 2016, This Court entered an Order regarding child support, a true and correct copy of which is attached hereto as Exhibit "A".

4.

That the Defendant herein, Matthew Oliver Reardon, has willfully and contumaciously failed to pay child support as Ordered.

5.

That the Defendant herein, Matthew Oliver Reardon, is in both criminal contempt and civil contempt of this Court for his willful failure and/or refusal to abide by the Orders of this Court.

Plaintiff would show that Defendant Matthew Oliver Reardon should be required to pay to the Petitioner, Phyllis Marie Crowder, a reasonable sum as attorney's fees for having to bring forth this action and that all costs of Court should be taxed to Matthew Oliver Reardon.

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff Phyllis Marie Crowder respectfully requests that the Court grant unto her the following relief:

1. That the Court cite Matthew Oliver Reardon with both civil and criminal contempt of Court for his willful violation of the Orders entered in this cause as stated above, and that the Court issue such orders as it finds necessary to restore his respect for the Court and coerce him into compliance with said Orders, including, but not limited to, orders of incarceration or monetary fines;
2. That Phyllis Marie Crowder be granted a judgment against Matthew Oliver Reardon for her reasonable attorney's fees and costs suffered in bringing this matter; and,
3. And if mistaken for the relief prayed for and entitled to, then the Plaintiff prays for such other, further, general, specific or special relief to which she may be entitled.

**RESPECTFULLY SUBMITTED,** this the 2<sup>nd</sup> day of May, 2017.



MONA T. PITTMAN, MSB # 9754  
Attorney for the Plaintiff

MONA T. PITTMAN, ESQUIRE  
P. O. Box 2958  
Oxford, Mississippi 38655  
Telephone: (662) 234-9346  
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**CERTIFICATE OF SERVICE**

I, **MONA T. PITTMAN**, do hereby certify that I have this date mailed, by United States Mail, postage prepaid, a true and correct of the above and foregoing Petition for Citation of Contempt to the following:

This the 2<sup>nd</sup> day of May, 2017.

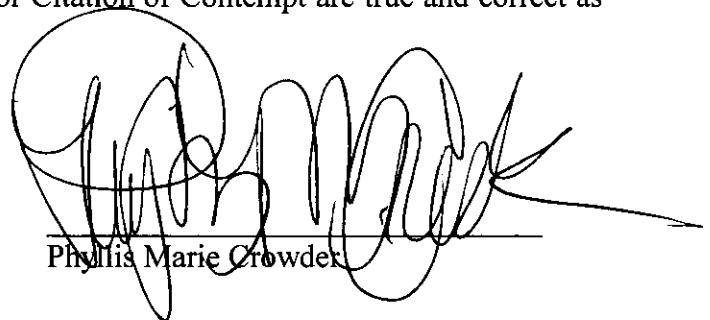
  
\_\_\_\_\_  
MONA T. PITTMAN

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named, Phyllis Marie Crowder, who, after being first duly sworn, states that the matters contained in the above and foregoing Petition for Citation of Contempt are true and correct as therein stated.

This the \_\_\_\_\_ day of May, 2017.

  
\_\_\_\_\_  
Phyllis Marie Crowder

SWORN TO AND SUBSCRIBED BEFORE ME, this the \_\_\_\_\_ day of April, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

FILED  
STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

**IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI**

2016 AUG -8 PM 2:49

CHANCERY CLERK  
**IN THE MATTER OF THE CUSTODY OF  
LYDIA ELISE REARDON**

CAUSE NO.: CV 2016-422

BY DC

MO  
**MATTHEW OLIVER REARDON and  
PHYLLIS MARIE CROWDER**

**CO-PLAINTIFFS**

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**AGREED ORDER TO ESTABLISH PATERNITY,  
CHILD CUSTODY, AND CHILD SUPPORT**

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CAME ON for hearing in the above-referenced matter on the *Joint Complaint to Establish Paternity, Child Custody, and Child Support* filed by Co-Plaintiffs Matthew Oliver Reardon and Phyllis Marie Crowder and the Court finding that it has jurisdiction over the subject matter herein and of the parties hereto, and having been advised that the parties have reached an agreement hereby finds as follows:

1. That on August 19, 2014, Plaintiff Phyllis Marie Crowder gave birth to a female child, namely Lydia Elise Reardon (the "Minor Child");
2. That the Minor Child presently resides with Plaintiff Phyllis Marie Crowder at 22 County Road 422, Water Valley, Lafayette County, Mississippi, and has done so since on or about July 8, 2016;
3. That neither party has participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation with the Minor Child;



SCANNED

4. That neither party knows of any other proceeding that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, or adoptions;

5. That neither party knows of any other person not a party to this proceeding that has physical custody of, or claims rights of legal custody of, or visitation with, the Minor Child;

6. That neither party has been married one to the other;

7. That Plaintiff Matthew Oliver Reardon has accepted his paternity of the Minor Child by signing the Minor Child's birth certificate;


8. That Plaintiff Matthew Oliver Reardon is hereby found to be the natural father of the Minor Child;

9. That the parties are both fit and proper to have full care, custody and control of the Minor Child;

10. That the parties have reached an agreement as to the custody and support of the Minor Child as more fully set forth in that document styled *Child Custody, Visitation and Child Support Agreement*, of which a true and correct copy of said document is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

IT IS THEREFORE, ORDERED AND ADJUDGED that the custody and support of Lydia Elise Reardon shall be provided in accord with the provisions of the *Child Custody, Visitation and Child Support Agreement* attached hereto as Exhibit "A" and said agreement is hereby incorporated herein.

SO ORDERED AND ADJUDGED, this 8<sup>TH</sup> day of August, 2016.

  
Chancery Judge

AGREED AND APPROVED:

  
\_\_\_\_\_  
PHYLLIS MARIE CROWDER

AGREED AND APPROVED:

  
\_\_\_\_\_  
MATTHEW OLIVER REARDON

APPROVED AS TO FORM:

  
\_\_\_\_\_  
J. RHEA TANNEHILL, JR.  
Counsel for Lizzy Crowder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANDY T. ARANT, JR.  
Counsel for Matt Reardon

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

IN THE MATTER OF THE CUSTODY OF  
LYDIA ELISE REARDON

CAUSE NO.: CV2016-422

**CHILD CUSTODY, VISITATION AND CHILD SUPPORT AGREEMENT**

THIS AGREEMENT is made and entered into this date by and between MATTHEW OLIVER REARDON, hereinafter referred to as "Father" and PHYLLIS MARIE CROWDER, hereinafter referred to as "Mother".

WITNESSETH

**WHEREAS**, the parties to this agreement have a child together, namely, Lydia Elise Reardon; and no more are expected; and

**WHEREAS**, the Father and Mother do desire to settle and adjust out of court, all rights and obligations which do or may exist between them; and

**WHEREAS**, both parties are voluntarily executing this agreement free of undue influence, duress, and free from any cause, reason, promise, or consideration other than set out in this agreement.

**WHEREAS**, both parties have been advised that, pursuant to Rule 8.05 of the Uniform Chancery Court Rules, each party in every domestic case involving economic issues and/or property division shall provide the opposite party or counsel certain disclosures as specifically spelled out in the rule unless excused by Order of the Court. Rule 8.05 includes requirement of the following disclosures:

1. A detailed written statement of actual income, expenses, assets and liabilities, such a statement to be in the form as attached to the Rule;



2. Copies of the proceeding years Federal and State Tax Returns, in full form as filed, or copies of W-2's if the return has not yet been filed;

3. Both parties have been advised of their right to receive the financial statement and disclosure set forth in Rule 8.05 of the Uniform Chancery Court Rules as well as the beneficial effect of imposition of said Rule. The parties hereby waive the right to receive the information set forth in Rule 8.05 of the Uniform Chancery Court Rules.

**WHEREAS**, the parties desire to enter into an agreement with regard to their respective rights and obligations in an amicable and mutually acceptable manner. Agreements herein set forth, the parties do agree as follows:

#### **CHILD CUSTODY**

The parties agree that they will share joint legal custody of Lydia Elise Reardon and that Mother shall have primary and paramount physical custody, care, and control of the child of the parties, subject to standard visitation rights of Father and in no event less than those visitation rights set out in the following visitation schedule.

#### **CHILD SUPPORT**

**Monthly Support.** Father shall pay child support for the use and benefit of the minor child in the amount of Six Hundred Dollars (\$600.00) per month, said amount being paid directly from Father to Mother for the benefit of the minor child until the minor child is twenty-one years of age or has otherwise become emancipated as the term is defined at law. The first payment shall be due and payable by August 15, 2016, with each successive payment due and payable on the fifteenth (15<sup>th</sup>) day of each month thereafter.

**Health Insurance.** The minor child currently qualifies for Medicaid, and it is anticipated



that she will continue to do so. It is the duty of the Mother to make any and all deliberate efforts to meet any requirements necessary to continue to keep the minor child insured under Medicaid. Should the minor child not be insured by Medicaid, then the Father will be responsible for health insurance for the minor child. Father and Mother will half the cost of any medical, hospitalization, pharmaceutical, dental, orthodontic, optometric, or mental health expenses of the child of the parties which may be incurred by the child of the parties which are not covered by Medicaid or health insurance.

**Life Insurance.** The Father will purchase a life insurance policy on himself in the amount of \$100,000 with Lydia Elise Reardon as the sole irrevocable beneficiary. The Father shall keep such a policy in place until the minor child is twenty-one years of age.

Likewise, the Mother will purchase a life insurance policy on herself in the amount of \$100,000 with Lydia Elise Reardon as the sole irrevocable beneficiary. The Mother shall keep such a policy in place until the minor child is twenty-one years of age.

**Education.** Mother and Father shall be equally responsible for all reasonable college expenses of the minor child until such time as the minor child becomes self-supportive, emancipated, married or an adult. The college shall be selected by the parties in timely consultation with each other. The parties shall consider the preference, qualifications, and abilities of the minor child and the financial resources available. Said expenses include, but are not limited to, tuition at a state college not to exceed that charged at the University of Mississippi for in-state students, room, board, allowance, books, fees, and transportation to and from school. Any scholarships or funds received from an educational trust fund or from a third party will be exhausted or used first and credited against any responsibility for these expenses. The minor child must maintain a "C" or better average and be a full-time student making the normally

scheduled progress for receiving her degree on a four (4) year schedule. Both parties will have full access to college records. All payments made pursuant to the provisions for support during college will be made directly to the provider.

**Extracurricular Activities.** The Father and Mother will half the cost of any and all extracurricular activities for the minor child until the age of twenty-one, which shall include lessons, camps and/or sports activities. The total amount of cost payable by the Father pursuant to the provisions of this paragraph shall be limited to Six Hundred and No/100 Dollars (\$600.00) each year.

**Taxes.** Marie Phyllis Crowder shall claim the minor child of the parties as a dependent for state and federal income tax purposes each year.

#### VISITATION

(a) WEEKENDS: Until such time as the minor child begins attending kindergarten, Father shall have visitation with the minor child every other weekend from Saturday morning at 8:00 o'clock a.m., until 8:00 p.m. on Sunday evening beginning immediately upon the execution of this *Child Custody, Visitation, Child Support, and Property Settlement Agreement*.

Once the minor child begins attending kindergarten, Father shall have visitation with the minor child every other weekend from Friday afternoon at 5:00 o'clock a.m., until 5:00 p.m. on Sunday afternoon.

Father shall be responsible for transportation. However, should either of the parties move their residence so that it is more than One Hundred (100) miles straight line distance from the other party's residence, then both Mother and Father shall meet at a mutually agreeable site which is located approximately halfway between their respective residences in order to exchange custody of the minor child.

(b) OFF WEEKS: On the weeks that the Father does not have weekend visitation and until such time as the minor child begins attending kindergarten, he shall have a 24 hour visitation in his home with the minor child beginning on Wednesday. This visitation shall begin at noon.

Once the minor child begins attending kindergarten, the off week visitation provided for by this paragraph shall cease.

(c) HOLIDAYS: The parties shall alternate visitation with the minor child the following holidays each year according to the following schedule:

(1.) EASTER: Father shall have holiday visitation with the minor child for Easter on each even year from 5:00 o'clock p.m. on the Thursday prior to Good Friday until 5:00 o'clock p.m. on Easter Sunday and Mother shall have holiday visitation with the minor child for Easter each odd year from 5:00 o'clock p.m. Thursday prior to Good Friday until 5:00 o'clock p.m. on Easter Sunday.

(2.) MEMORIAL DAY: Father shall have holiday visitation with the minor child for Memorial Day on each odd year from 5:00 o'clock p.m. on the Friday prior to Memorial Day until 5:00 o'clock p.m. on Memorial Day and the Mother shall have holiday visitation with the minor child for Memorial Day each even year from 5:00 o'clock p.m. on the Friday prior to Memorial Day until 5:00 o'clock p.m. on Memorial Day.

(3.) INDEPENDENCE DAY: Father shall have visitation with the minor child from 8:00 a.m. until 10:00 p.m. on July 4<sup>th</sup> each even year and Mother shall have visitation with the minor child from 8:00 a.m. until 10:00 p.m. on July 4<sup>th</sup> each odd year.

(4.) LABOR DAY: Father shall have holiday visitation with the minor child for Labor Day on each odd year from 5:00 o'clock p.m. on the Friday prior to Labor Day until 5:00 o'clock

p.m. on Labor Day and Mother shall have holiday visitation with the minor child for Labor Day each even year from 5:00 o'clock p.m. on the Friday prior to Labor Day until 5:00 o'clock p.m. on Labor Day.

(5.) THANKSGIVING: Father shall have holiday visitation with the minor child for Thanksgiving Day on each even year from 5:00 o'clock p.m. on the Wednesday prior to Thanksgiving until 5:00 o'clock p.m. on the Friday after Thanksgiving and Mother shall have holiday visitation with the minor child for Thanksgiving Day each odd year from 5:00 o'clock p.m. on the Wednesday prior to Thanksgiving Day until 5:00 o'clock p.m. on the Friday after Thanksgiving.

(6.) CHRISTMAS: Each of the parties shall have visitation with the minor child for at least one week during the Christmas Holidays each year. Mother shall have Christmas visitation beginning from the time the minor child is discharged from school for the Christmas holidays until 6:00 p.m. on December 25<sup>th</sup> each even year and Father shall have Christmas visitation beginning at 6:00 p.m. on December 25<sup>th</sup> of each even year for one (1) week. Father and Mother shall follow the opposite schedule for Christmas visitation in odd years. Accordingly, the minor child shall spend the New Years' Holiday with the party who did not have Christmas Eve each year. However, the parties agree that this visitation schedule shall be modified so as to ensure that each party has at least one (1) week of visitation during the Christmas Holidays.

(d.) With regard to these special days:

(1) MOTHER'S DAY: Mother shall have visitation with her minor child each Mother's Day regardless of whose weekend it may fall on, commencing at 5:00 p.m. on the Friday prior to Mother's Day and ending at 5:00 p.m. on Mother's Day.

(2) FATHER'S DAY: Father shall have visitation with the minor child each Father's

Day regardless of whose weekend it may fall on, commencing at 5:00 p.m. on the Friday prior to Father's Day and ending at 5:00 p.m. on Father's Day.

(e.) PRECEDENCE: The aforesaid Holiday Visitation Schedule shall supersede and take precedence over regular weekend visitation.

(f.) OTHER VISITATION: Father shall have the right of visitation with the child upon reasonable request and shall have such other periods of visitation as may be mutually agreed upon by and between the parties without the necessity of the modification of the *Child Custody, Child Support and Settlement Agreement* entered into by the parties. Such agreement shall not be unreasonably withheld.

(g.) OVERNIGHT GUEST: Both parties agree that both parties will not have an overnight guest of the opposite sex stay overnight while they are in custody of the child.

#### MISCELLANEOUS

1. **COUNSELING**. The Father agrees to be under the care of a counselor, and fulfill the treatment obligations as outlined by said counselor. At a minimum, this treatment shall include weekly counseling sessions. Failure to meet these requirements shall be deemed a violation of this agreement.

Likewise, the Mother agrees to be under the care of a counselor, and fulfill the treatment obligations as outlined by said counselor. At a minimum, this treatment shall include weekly counseling sessions. Failure to meet these requirements shall be deemed a violation of this agreement.

2. **NECESSARY DOCUMENTS**. Each party at the request of the other will execute and deliver all documents that may be necessary to give full effect to this Agreement.

3. **NONCOMPLIANCE**. Should either party incur any legal fees as a result of the

breach of any portion of this *Child Custody, Visitation, Child Support, and Property Settlement Agreement* by the other party, the Court shall award reasonable attorney's fees and suit expenses to the nondefaulting party. No breach, waiver, or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

4. **MODIFICATION.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performances of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

5. **REPRESENTATION.** Each party hereto agrees that no representation of any kind whatsoever has been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein, and that this agreement contains all the terms for the contract between the two parties hereto.

A. Both the legal and practical effect of this agreement has been fully explained to both parties, and they both acknowledge that it is a fair agreement and it is not the result of any misrepresentation, fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either and they further agree that this agreement contains the entire understandings and all the covenants and the agreements by and between the parties. This agreement shall be binding upon and inure to the benefits of heirs, executors, and administrators of the parties hereto.

B. Mother is represented by J. Rhea Tannehill, Jr. of Oxford, and Father is represented by Andy Arant of Oxford. J. Rhea Tannehill, Jr.'s representation of Mother, and Andy Arant's

representation of the Father shall end after entry of an *Order of Child Custody, Visitation and Child Support Agreement* in this matter.

C. That the parties agree to hold harmless J. Rhea Tannehill, Jr. and/or Andy Arant for any tax consequences that they may have as a result of this agreement as they have not sought or received advice or counseling in that matter.

D. It is further agreed and understood by and between the parties that this is a full and complete contract and division of the same may be submitted to the Court of proper venue and jurisdiction for approval or disapproval by decree or otherwise.

The undersigned hereby affirmatively state that the terms hereto set out are acceptable to each of them. And further, the Father, MATTHEW OLIVER REARDON, would state unto the Court that he is financially able to meet the terms of this agreement. The Mother, PHYLLIS MARIE CROWDER, would also state unto the Court that she is capable of providing the necessary support for herself.

It is mutually understood and agreed between the parties hereto that this contract shall take effect immediately and the terms shall be reckoned from the 3<sup>rd</sup> day of August, 2016.

  
MATTHEW OLIVER REARDON

  
PHYLLIS MARIE CROWDER

STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

This day personally came and appeared before me, the undersigned authority within and for the aforesaid County and State within named MATTHEW OLIVER REARDON who acknowledged that he signed, executed and delivered the above and forgoing *Child Custody, Visitation and Child Support Agreement* on the date thereof as and for his individual act and

agreement of his own free will.

Sworn to and subscribed before me this 3<sup>rd</sup> day of August, 2016.

Donna Smith  
NOTARY PUBLIC

My Commission Expires: 8/20/2016.



STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

This day personally came and appeared before me, the undersigned authority within and for the aforesaid County and State within named PHYLLIS MARIE CROWDER, who acknowledged that she signed, executed and delivered the above and forgoing *Child Custody, Visitation and Child Support Agreement* on the date thereof as and for her individual act and agreement of her own free will.

Sworn to and subscribed before me this 3<sup>rd</sup> day of August, 2016.

Angie Allen  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

