



January 25, 2018

VIA E-MAIL AND US MAIL

Ruta Johnson, Esq.
Nancy Zalusky Berg, LLC
800 Washington Ave N, Suite 700
Minneapolis, MN 55401

Re: In re the Marriage of: Michael Robert Lommel and Marta Helena Guzman File
No. 27-FA-16-7883 Our File No. 3474

CONFIDENTIAL OFFER OF SETTLEMENT – NOT FOR EVIDENTIARY PURPOSES

Dear Ms. Johnsen,

I have been authorized to offer the following terms of settlement corresponding to the paragraph numbers in your proposed stipulation we received last December:

Paragraph 5 i.

School Expenses – the following expenses for the minor children shall be shared equally through May 31, 2017. Commencing June 1, 2017 these expenses will be shared according to PICS unless otherwise noted in the list below;

1. Field trips and school activity fees;
2. Tutoring as recommended by teachers or by agreement of the parents.
3. Year-Books
4. Class Rings
5. Senior Pictures – The parties shall mutually agree upon a photographer no later than 60 days prior to the date senior pictures must be submitted to the year book editor. To select a photographer, each parent will propose 3 photographers in writing including contact information and the photographer's websites no later than 90 days prior to the year book deadline. If one of the photographers appears on both parent's list that shall be the mutually agreed to photographer. If there is no photographer in common to both lists, the parents will each declare their favorite photographer from their list and then flip a coin to decide. Expense for the sitting shall be equally divided. If one parent refuses to participate in the coin flip, this will mean the parents cannot agree on a photographer by the deadline. Each parent shall then have the option of selecting their own photographer and paying for 100% of the expense of the sitting. The child shall have sole authority over which photograph(s) will be printed in the year book. The parents shall be solely

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responsible for the cost of any pictures that they order whether from the mutually agreed photographer or their own.

Paragraph 5 ii.

School Lunches: The parent who is sending the child(ren) to school will be responsible for providing lunch and a snack for that day. Retroactive to September 11, 2017 the costs of any lunch items purchased from school on the day will be the responsibility of said parent.

Paragraph 5 iii. – Agreed as originally drafted

Paragraph 5 iv. (The following paragraphs are what Ms. Guzman understood the parties agreed to through their own negotiations.)

School Supplies. The lists of required school supplies for both children will be numbered by item (no separation will be made for items requiring quantities greater than 1), i.e. 2 bottles of glue will be considered one item required.

Father shall purchase the even numbered items on the list; Mother shall purchase the odd numbered items.

Mother shall purchase Lauren's kindergarten backpack; Father shall purchase Neil's kindergarten backpack. When the children require a new backpack, the parties shall alternate backpack purchases for each child. For example: Mother purchased Lauren's kindergarten backpack. Next time Lauren needs a new backpack, father shall purchase Lauren's backpack, then mother, then father and so on.

If the school supplies require school brand clothing, each parent shall be responsible for their own set of the specific item. For example, if the supply list includes a school pride shirt, each party will purchase their own pride shirt. The parents shall cooperate to return school branded clothing to the parent who purchased it.

If either child's list includes an item costing \$100 or more such as a lap top computer, iPad or similar item, or graphic calculator, the parents shall agree to purchase the first brand and model including all specified features, memory and operating system of the device recommended by the school. If the school does not recommend a specific model or brand, the parents will purchase a device based which model has the closest match to the features and functions required by the school. The parents shall divide the cost of these devices per PICS.

The cost of the school supplies will be shared equally until June 1, 2017. After June 1st 2017, all school supplies shall be shared per PICS.

These expenses shall be reconciled pursuant to paragraph 5. lx.

Paragraph 5 v. Insert first sentence before "the following expenses," to read: "Extra-curricular activities include but are not limited to Music lessons, band or orchestra, chorus or

choirs, theater, dance, activity clubs, scouting, studio arts, club and school sports, sports camps, non-sports camps whether day camps or overnight, and the like.”

The rest of the provisions are agreed as proposed.

Sincerely,

ARNOLD, RODMAN & KRETCHMER P.A

Michael Fink

cc: Marta Guzman (via e-mail)