

COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT

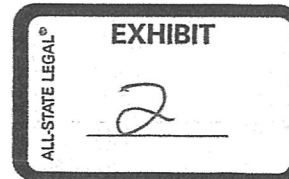
HAMPSHIRE, ss.

PROBATE & FAMILY COURT  
Docket No.: HS 96D 0228 DV2

TIMOTHY SYMINGTON,  
Plaintiff

v.

CHERYL SILVERNAIL,  
f/k/a Duval  
Defendant



**AGREEMENT FOR MODIFICATION  
OF JUDGMENT OF DIVORCE**

Plaintiff in the above-entitled action filed a Complaint for Modification with this Court on February 24, 2016. In full and final settlement of all outstanding matters, the parties in the above-captioned matter hereby agree to modify the May 16, 2002 Judgment of Divorce as follows:

1. **CHILD SUPPORT:** The parties agree that the order of child support requiring Timothy Symington to pay child support to Cheryl Silvernail for the support of the two children (now 22 and 18 years of age) is terminated as of June 16, 2016. Further, Cheryl Silvernail hereby waives any and all outstanding child support arrears owed to her by Timothy Symington as of June 16, 2016.<sup>1</sup>

<sup>1</sup> Subject to the prohibition of waiver of child support if receiving public assistance. The parties are aware that in the event Cheryl Silvernail or her children were in the future to receive public assistance in the form of AFDC or other welfare benefits, this may subject Mr. Symington to a support obligation under current Massachusetts' law.

2. **HEALTH INSURANCE AND MEDICAL EXPENSES.** The parties agree that as of June 16, 2016, Timothy Symington shall no longer be responsible for maintaining health insurance for the benefit of the parties' two children nor shall he be responsible for paying any of the uninsured medical expenses incurred on behalf of the children.

3. **EDUCATIONAL EXPENSES.** The parties agree that as of June 16, 2016, Timothy Symington shall have no responsibility to pay any of the educational expenses of the parties' two children.

4. **TAX EXEMPTIONS.** The parties agree that Timothy Symington shall not have the right to claim either of the parties' two children as dependents for income tax purposes beginning tax year 2016 and continuing. The parties agree that so long as they are eligible, Cheryl Silvernail shall have the right to claim both children as dependents for income tax purposes.

5. **LIFE INSURANCE.** The parties agree that neither of them shall be required to maintain insurance on their lives for the benefit of the parties' children.

6. **CONTACT FROM THE PLAINTIFF.** The parties agree that Timothy Symington shall not initiate any contact either personally or through third parties with Cheryl Silvernail, Connor Silvernail, or Jade Silvernail at any time from June 16, 2016, and continuing. If the Plaintiff breaches this term of the Agreement, he will pay the

---

Monetary Value<sup>2</sup> forgone by the Defendant up to the date of the breach. Symington will not direct any third party, including attorneys, to contact the Defendant from June 16, 2016 and forward about any issues arising from anything before June 2, 2016.

Date: 7/25/16

Timothy Symington  
TIMOTHY SYMINGTON

Cheryl Silvernail  
CHERYL SILVERNAIL f/k/a Duval

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 25 day of July, 2016, before me, the undersigned notary public, personally appeared CHERYL SILVERNAIL, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached, and acknowledged to me that she signed it voluntarily for its stated purpose.



Monica Houle

Notary Public

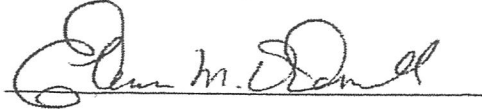
My Commission Expires: July 10, 2020

<sup>2</sup> Monetary Value foregone shall be defined as the forgone value according to the following formula: Timothy Symington shall pay one-half (1/2) the cost to the Silvernails of providing health and/or life insurance and educational or medical expenses from the date of signing The Agreement up to the age of 23 years of age and beyond if any of the children are determined to be mentally and/or physically disabled and unable to care for him or herself. The level of weekly child support foregone will be determined by establishing Timothy Symington's weekly gross income as that he was receiving as of the date of January 1, 2016 or his weekly gross income as of the date of the breach, whichever is greater, and using that weekly income figure for the Child Support Guideline calculation sheet to arrive at a weekly foregone value.

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 26<sup>th</sup> day of July, 2016, before me, the undersigned notary public, personally appeared TIMOTHY SYMINGTON, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public Elaine M. O'Donnell  
My Commission Expires: 5/6/2022