

Hannah Schroller, #25526  
 Swinnen & Associates, LLC  
 921 SW Topeka Boulevard  
 Topeka, Kansas 66612  
 (785) 272-4878  
 (785) 783-7063-Fax  
*Attorney for Respondent, William Marotta*

**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
 DIVISION 9**

|   |   |                    |
|---|---|--------------------|
| STATE OF KANSAS, EX REL., SECRETARY,    | ) |                    |
| DEPARTMENT FOR CHILDREN AND             | ) |                    |
| FAMILIES,                               | ) |                    |
| Petitioner,                             | ) |                    |
|   | ) |                    |
| JENNIFER L. SCHREINER AND MIA L.        | ) |                    |
| BAUER-SCHREINER, BY AND THROUGH         | ) |                    |
| HER NEXT FRIEND, JENNIFER L. SCHREINER, | ) |                    |
|   | ) |                    |
| Necessary Third Party,                  | ) |                    |
|   | ) |                    |
| vs.                                     | ) | Case No. 12-D-2686 |
|   | ) |                    |
| WILLIAM MAROTTA,                        | ) |                    |
|   | ) |                    |
| Respondent.                             | ) |                    |
| _____                                   | ) |                    |

**ANSWER**

COMES NOW the Respondent, William Marotta, by and through his counsel of record, Hannah Schroller of Swinnen & Associates, LLC, and for his answer to the Petition, states and alleges as follows:

1. Paragraph 1 of the Petition to Determine Paternity is a legal statement that requires neither an admission nor denial and is therefore, denied.
  
2. Respondent is without sufficient knowledge or information to either admit or deny the allegations in paragraph 2 of Plaintiff's Petition to Determine Paternity and, therefore, denies the same.

3. Respondent is without sufficient knowledge or information to either admit or deny the allegations in paragraph 3 of Plaintiff's Petition to Determine Paternity and, therefore, denies the same.

4. Respondent is without sufficient knowledge or information to either admit or deny the allegations in paragraph 4 of Plaintiff's Petition to Determine Paternity and, therefore, denies the same.

5. Respondent is without sufficient knowledge or information to either admit or deny the allegations in paragraph 5 of Plaintiff's Petition to Determine Paternity and, therefore, denies the same.

6. Respondent is without sufficient knowledge to either admit or deny that "the Department for Children and Families has expended \$189.00 for the time period if July 2012 through September 2012 and medical assistance in the amount of \$5,884.96" in paragraph 6 of Plaintiff's Petition to Determine Paternity and, therefore, denies the same. Respondent denies that he is "liable to repay said amounts to the Department of Children and Families pursuant to K.S.A. 39-718b" in paragraph 6 of Plaintiff's Petition to Determine Paternity.

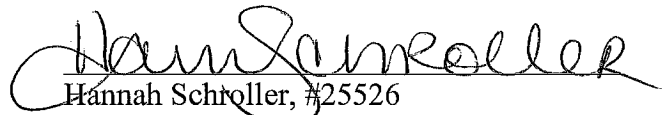
7. Respondent is without sufficient knowledge to either admit or deny that "the mother has incurred expenses for the support, education or medical care of the child" in Paragraph 7 of Plaintiff's Petition to Determine Paternity and, therefore, denies the same. Respondent denies that he is "liable to repay said amounts or a portion thereof to the mother" in paragraph 7 of Plaintiff's Petition to Determine Paternity because he is, if anything, a sperm donor, not the father.

**AFFIRMATIVE DEFENSES**

1. Failure to state a claim upon which relief may be granted because, if anything, Respondent is a sperm donor, not the father. (See attached hereto as Exhibit A- Contract)
2. Such other defenses as may be at the close of discovery.

WHEREFORE, Respondent prays the Court find him to not be the father of Mia L. Bauer-Schreiner, born 2009. Further, the Respondent prays that the Court find that he has no obligation to pay any past or present child support or expenses to either the Kansas Department of Children and Families or Jennifer Schreiner. Further, Respondent prays that the Petitioner take nothing and for such other and further relief as the court may deem just and equitable.

Respectfully submitted,

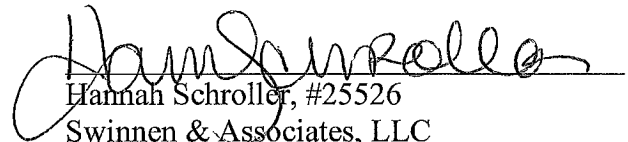
  
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**CERTIFICATE OF SERVICE**

I do hereby certify that I have served the above and foregoing document by  placing the same in the U.S. mail, postage prepaid,  facsimile to the phone number(s) listed below, and that the transmission was reported as complete and without error and that the facsimile machine complied with Supreme Court Rule 119(b)(3), or  hand delivery, on this the 24 day of October, 2012, to:

Mark D. McMillian  
500 SW Van Buren Street  
P.O. Box 1424  
Topeka, Kansas 66601-1424  
*Attorney for Petitioner*

Jennifer L. Schreiner  
433 SW Lincoln Street  
Topeka, KS 66606  
*Necessary Third Party*

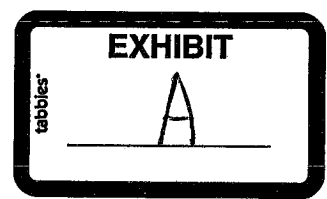
  
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## SPERM DONOR CONTRACT

This agreement is made March 23, 2009 by and between Angela Bauer, Jennifer Schreiner and William Marotta who may collectively referred to herein as the Parties.


NOW, THEREFORE, inconsideration of the promises of each other, DONOR, RECEIPIENT, AND CO-PARENT agree as follows:


1. Each clauses of this AGREEMENT is separate and divisible from the others, and, should a court refuse to enforce one or more clauses of this AGREEMENT, the others are still valid and in full force.
2. Each Party acknowledges and agrees that, through the procedure of artificial insemination with the use of the William's semen, Jennifer Schreiner intends to become pregnant. William agrees to provide semen, as far as is reasonably practical for him until such time Jennifer conceives or until the parties agree to terminate the agreement, on a monthly basis, as may be requested of him by Jennifer according to her ovulation cycle.
3. In exchange for the donation of sperm Jennifer and Angela have agreed to pay the sum of fifty dollars for each and every semen donation.
4. Each Party acknowledges and agrees that William provided his semen for the purpose of said artificial insemination and Jennifer and Angela accept it for the said purpose with the clear understanding that William agrees that he would not demand, request, or compel any guardianship, custody, or visitation rights with any child(ren) born for the artificial insemination procedure. Further, William, acknowledges that he fully understands that he will have no paternal rights whatsoever with the said child(ren) and that he will not have the legal rights that are traditionally vested in the biological father of a child(ren).
5. Jennifer and Angie further agree to indemnify William and hold him harmless for any child support payments demanded of him by any other person or entity, public or private, including any district attorney's office or other state or county agency, regardless of the circumstances or said demand.

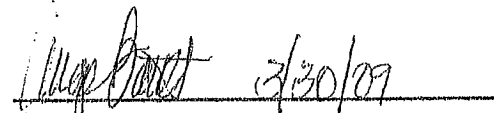


6. Each Party acknowledges and agrees that Jennifer and Angela, through this AGREEMENT, each have separately relinquished and released any and all rights that they might otherwise have to hold William legally, financially, or emotionally responsible for any child(ren) that results from the artificial insemination procedure. William acknowledges that Jennifer and Angela shall share full parenting responsibility of any child(ren) conceived.
7. Each Party agrees that there shall be no father named on the birth certificate of any child(ren) born from the artificial insemination procedure.
8. Each Party covenants and agrees that, in light of the expectations of each Party, as stated above, Jennifer and Angela shall have absolute authority and power to appoint a guardian for her child(ren), and that the mother and guardian may act with sole discretion as to all legal, financial, medical, emotional needs of said child(ren) without any involvement with or demands of authority from William.
9. Each Party acknowledges and agrees that the relinquishment of all rights, as stated, above, is final and irrevocable.

IN WITNESS WHEREOF, the Parties hereunto have executed this AGREEMENT, in the city and county of Topeka, Kansas, on the day and year first above written.

  
\_\_\_\_\_  
William Marotta March 30, 2009

  
\_\_\_\_\_  
Jennifer Schreiner

  
\_\_\_\_\_  
Angela Bauer