

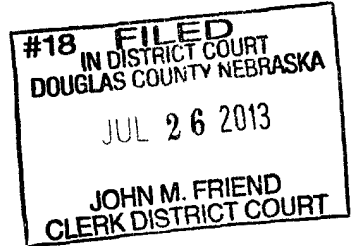
IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NICHOLA M. JESUS-RAMON,  
Plaintiff,

v.

CASSANDRA THOMPSON  
a/k/a CASSANDRA JIMENEZ,  
Defendant.

CASE NO: CI 10-9080650  
*DOC 1097027*  
ORDER ON MOTION FOR  
TEMPORARY ORDERS

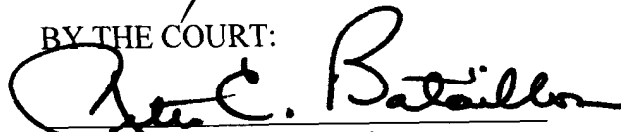


THIS MATTER came before the Court on November 28, 2013, at 9:15 a.m. before the Honorable Peter C. Bataillon, upon Motion for Temporary Orders, pending a hearing on the complaint to modify the paternity decree. After affidavits received and evidence heard, the Court, being fully advised, finds and orders as follows:

1. That it is in the minor child's best interests that the parties have joint legal custody of the minor child;
2. All further relief requested by either party is not granted and denied herein.

SO ORDERED this 25 day of July, 2013.

BY THE COURT:

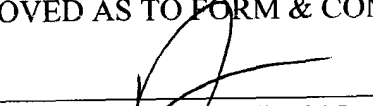
  
Honorable Peter C. Bataillon

PREPARED AND SUBMITTED BY:

Aaron F. Smeall, #22756  
SMITH, GARDNER, SLUSKY LAW, LLP  
8712 W. Dodge Road, Suite 400  
Omaha, Nebraska 68114  
(402) 392-0101  
[asmeall@lawsgs.com](mailto:asmeall@lawsgs.com)  
Attorney for Defendant

APPROVED AS TO FORM & CONTENT:

BY:

  
Bassel El-Kasaby, #22315  
300 S. 19<sup>th</sup> Street, Suite 300  
Omaha, NE 68102  
(402) 884-0700  
Attorney for Plaintiff



J00167396D01



IN THE DISTRICT COURT OF DOUGLAS COUN

J00007267D01

NICOLAS M. JESUS RAMON, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CASSANDRA THOMPSON, )  
 )  
 Defendant. )

DOC. 1097 NO. 027

**DECREE**  
(PATERNITY AND CUSTODY)

FILED  
 DISTRICT COURT  
 2011 MAY -9 PM 12:13  
 CLERK DISTRICT COURT

THIS MATTER came on for trial on the 6<sup>th</sup> day of May, 2011, before the Honorable Peter C. Bataillon, District Court Judge, Douglas County, Nebraska. The Plaintiff and his attorney, Maria A. Vera, were not present in court. The Defendant and her attorney, Larry J. Melcher, were present in court. Evidence was adduced, and the court, being fully advised in the premises, finds that the parties have reached a settlement. The Defendant testified as to the terms of the settlement, said terms were affirmed by the Plaintiff as evidenced by his attorney drafting the decree and approved by this Court as follows:

1. Pursuant to of Neb. Rev. Stat. 1943, §43-1401, et. seq., (Reissue 1999), the Plaintiff is the natural father of Keandra Thompson, born on March 14, 2002 in Omaha, Nebraska, and the Plaintiff accepts paternity.
2. That under the provisions of Neb. Rev. Stat. 1943, §43-1201, et. seq., (Reissue 1999), the State of Nebraska is the "Home State" of the minor child of the parties.
3. That the parties have reached a settlement on the issues, and the terms of such settlement are fair and equitable and not unconscionable and are embodied and incorporated into this Decree and into the parenting plan attached hereto and incorporated by reference.



**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court as follows:**

**A. CUSTODY:** That the Plaintiff and Defendant shall have Joint Legal Custody of the minor child of the parties, namely Keandra Thompson, born on March 14, 2002.

**B. VISITATIONS:** That the Plaintiff be granted parenting time with the minor child as set forth in the Parenting Plan attached hereto and incorporated by reference.

**D. ACCESS TO INFORMATION AND JOINT DECISIONS.** Each parent shall be entitled to complete and full information from any school, religious organization, pediatrician, general physician, dentist, consultants, or specialist attending the child and shall have copies of any reports given by them to the other parent. Decisions involving those attending the child shall be made jointly by the parties.

**C. CHILD SUPPORT.** The Plaintiff shall pay through the Nebraska Support Payment Center, Post Office Box 82600, Lincoln, Nebraska 68501-2600, ("NSPC"), commencing on April 1, 2011, Two Hundred and Forty-Five dollars and seventy cents (\$245.70) per month for the maintenance and support of said minor child of the parties and continuing thereafter, from month to month, until said minor child reaches the age of majority in the State of Nebraska, dies, becomes emancipated or self-sufficient, marries or until further order of the Court.

**D. DISCLOSURE OF INFORMATION TO NEBRASKA CHILD SUPPORT PAYMENT CENTER.** The Plaintiff shall fully comply with the requirements of *Neb. Rev. Stat. §42-364.13 (2005)* forthwith, upon the entry of this Order, and shall specifically be required to furnish the NSPC and Clerk of the District Court of Douglas County, Nebraska ("Clerk") with his address, telephone number, social security number, and the name of his

employer, and any other information the NSPC and Clerk deems relevant until such judgment is paid in full. The Plaintiff shall also be required to advise the NSPC and Clerk of any changes of such information between the time of entry to this Order and payment of the judgment in full. The failure of Plaintiff to comply with the provisions of Neb. Rev. Stat. §42-364.13 shall be punishable by contempt of this Court and his income shall be subject to income withholding.

**E. DELINQUENT CHILD SUPPORT.** In the event the Plaintiff fails to pay such child support payments, as such failure is certified each month by the Nebraska Child Support Payment Center in cases where Court-ordered support is delinquent in amount equal to the support due and payable for a one-month period of time, he shall be subject to income withholding, and may be required to appear in Court on a date to be determined by the Court and show cause why such payment was not made. In the event that Plaintiff fails to pay and appear as ordered, a warrant shall be issued for his arrest. All child support payments shall become delinquent the day after they are due and owing. Interest shall not accrue on the child support until thirty (30) days after such payments are delinquent and at the rate of 3.25%.

**F. HEALTH INSURANCE.** The Plaintiff shall maintain health/and or dental insurance for the minor child of the parties so long as it is available through his current employer at a reasonable price.

**G. NON-COVERED MEDICAL EXPENSES:** Beginning April 1, 2010 and until further Order of this Court, the Defendant shall be responsible for the payment of the first four hundred and eighty dollars (\$480.00) annually for any medical and/or dental expenses incurred for the benefit of the minor child which are not covered by insurance

(i.e. co-pays, deductibles, etc.) Defendant shall provide to the Plaintiff copies of any Explanation of Benefits or other documentation concerning the medical and/or dental expenses which are not covered by insurance. After Defendant has paid the first four hundred and eighty dollars (\$480.00), (Plaintiff shall provide proof of same), the parties shall prorate the costs of any medical and/or dental expenses incurred for the benefit of each minor child which are not covered by insurance (i.e. co-pays, deductibles, etc.) in the percentage shown in the child support calculation so that the Plaintiff shall be responsible for 52.42% of the expenses and the Defendant shall be responsible for 47.58% of the expenses. After Defendant has paid the first four hundred and eighty dollars (\$480.00), the party incurring any medical and/or dental expenses not covered by insurance shall provide to the other party a copy of the statement or receipt for such expense in approximately thirty (30) days after incurring said expense. The reimbursing party shall have fifteen (15) days after receipt of the copy of the statement or receipt to reimburse the other party for their proportionate share of the expense not covered by insurance as provided by the terms contained herein.

**H. DRUG TESTING:** Upon reasonable suspicion, the Plaintiff or the Defendant must undergo drug testing within twenty-four (24) hours at the request of the other at the requesting party's expense. The requesting party must pre-pay for the drug testing at a testing location selected by the requesting party.

**I. DEPENDENCY EXEMPTION.** The Plaintiff shall be awarded the dependency exemption for the minor child of the parties for State and Federal income tax purposes.

**J. ATTORNEY FEES AND COSTS.** That each party shall pay his or her own attorney fees and costs in regard to this action.

SIGNED this 6<sup>th</sup> day of May, 2011.


BY THE COURT:

  
DISTRICT COURT JUDGE

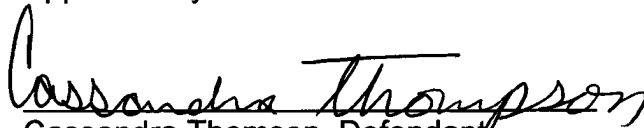
Prepared and submitted by:

Maria A. Vera, #20175  
4807 Dodge Street  
Omaha, Nebraska 68132  
Tel. (402) 556-2619  
Attorney for Plaintiff

Approved By:

  
Larry J. Melcher, #19570  
500 Willow Avenue, Ste. 402  
Council Bluffs, IA 51503  
Tel. (712) 328-7200  
Attorney for Defendant

Approved By:

  
Cassandra Thomson, Defendant

Approved By:

\_\_\_\_\_  
Nicolas M. Jesus Ramon, Plaintiff

## Worksheet 1

## BASIC NET INCOME AND SUPPORT CALCULATION

Date: 10/02/2009

One Child

	<u>Mother</u>	<u>Combined</u>	<u>Father</u>
1. Total monthly income from all sources	\$1,208.00		\$2,077.00
2. Deductions		2 Exemptions	1
a. Federal Income Tax	\$0.00		\$159.88
a. State Income Tax	\$0.00		\$47.56
b. FICA Tax	\$92.41		\$158.89
c. Retirement	\$0.00		\$0.00
d. Child support previously ordered for other children	\$0.00		\$0.00
e. Child regular support for other children	\$0.00		\$0.00
f. Total Deductions	\$92.41		\$366.34
Child Tax Credit	\$0.00		\$0.00
3. Monthly net Income	\$1,115.59		\$1,710.66
4. Combined monthly net income		\$2,826.25	
5. Combined annual net income		\$33,914.99	
6. Percent contribution of each parent	39.47%		60.53%
7. Monthly support from table 1		\$693.00	
8. Health insurance premium	\$0.00		\$0.00
9. Total obligation		\$693.00	
10. Each parent's monthly share	\$273.54		\$419.46
11. Each parent's credit for health premium actually paid	\$0.00		\$0.00
12. Each parent's final share of the obligation	<u>\$410.32*</u>		<u>\$629.18</u>
Paragraph § 4-218 Adjusted Monthly Share(*)	\$212.59*		\$629.18*

\* See Paragraph § 4-218 under 'Nebraska Child Support Guidelines'

## Worksheet 3

## CALCULATION FOR JOINT PHYSICAL CUSTODY

	<u>Mother</u>	<u>Combined</u>	<u>Father</u>
1. Each parent's percent contribution	39.47%		60.53%
2. Monthly support obligation from table 1		\$693.00	
3. Joint physical support obligation		\$1,039.50	
4. Each parent's share	\$410.32		\$629.18
5. Number of days annually child is in custody of each parent	230		135
6. Percentage of year child is in the custody of each parent	63.01%		36.99%
7. Mother's obligation to Father		\$151.76	
8. Father's obligation to Mother		\$396.47	
9. Father's obligation for support		\$244.71	
No Additional Adjustment for Child(ren)'s health insurance premium is required			



## PARTIAL PARENTING PLAN

The following parenting plan was mediated by Cassandra Thompson and Nicholas Ramon, the parents of Keandra Thompson. Case Doc.1097 No. 027. A copy of this agreement has been forwarded to the parties.

This agreement reflects both parents' belief that it is in the best interests of their child for the parents to maintain the ongoing involvement of both of them in the lives of their child. Mom and Dad believe that it is in their child's best interest to share a relationship with each parent and for both parents to have input into the decision-making regarding the child's welfare. This agreement reflects a carefully balanced consideration of parental needs and abilities, as well as the developmental needs of the child.

### A. ACKNOWLEDGMENT

1. Any specific time-sharing schedule has to first conform to the child's needs as much as possible, understanding that these needs will change over time.
2. It is important for them to establish and maintain good communication and a cooperative relationship regarding the care of the child.
3. Unresolved Issues:
  - a. Physical Custody
  - b. Regular Parenting Time

**B. CUSTODY/RESIDENCE:** The Parents agree to Joint Legal Custody (decision making). No agreement was reached regarding Physical Custody.

**C. REGULAR PARENTING TIME:** No agreement was reached at this time. The parent receiving Keandra Thompson (prospective parent) will pick her up either at the home of the parent who has custody at the time, or at school.

**D. HOLIDAYS:** Holiday schedules will supersede the Regular Parenting and Vacation Time Schedules and may not be preempted unless the parties mutually agree to do so. The parent exercising parenting time will be responsible for picking up Keandra.

**Easter:** The holiday begins at 11:00 A.M. Saturday and ends at 8:30 A.M. Monday.  
Dad will spend time in odd numbered years.  
Mom will spend time in even numbered years.

**Cinco De Mayo:** The holiday begins at 3:45 P.M. May 4<sup>th</sup> and ends at 8:30 A.M. May 6<sup>th</sup>.  
Dad will spend time in odd numbered years.  
Mom will spend time in even numbered years.

**Memorial Day:** The holiday will follow Regular Parenting Time.

**Independence Day:** The holiday begins at 8:00 A.M. July 3rd and ends at 8:00 A.M. July 5th.  
Mom will spend time in odd numbered years.  
Dad will spend time in even numbered years.

**Labor Day:** The holiday will follow Regular Parenting Time.

**Halloween:** The holiday begins at October 30<sup>th</sup> at 3:45 P.M. and ends November 1<sup>st</sup> at 8:30 A.M.

Dad will spend time in odd numbered years.

Mom will spend time in even numbered years.

**Thanksgiving:** The holiday has Two Phases.

Phase One: Begins at 8:30 A.M. Thanksgiving Day and ends at 5:00 P.M. the same day.

This time will always be spent with Mom.

Phase Two: Begins at 5:00 P.M. Thanksgiving Day and end at 8:30 A.M. the next day (Friday).

This time will always be spent with Dad.

**Christmas Eve:** The holiday begins at 8:00 A.M. December 24<sup>th</sup> and ends at 9:00 P.M. the same day.

Dad will spend time in odd numbered years.

Mom will spend time in even numbered years.

**Christmas Day:** The holiday begins at 9:00 P.M. December 24<sup>th</sup> and ends at 5:00 P.M. December 25<sup>th</sup>.

Mom will spend time in odd numbered years.

Dad will spend time in even numbered years.

**New Years Eve:** The holiday begins at 5:00 P.M. December 31<sup>st</sup> and ends at 11:00 A.M. January 1<sup>st</sup>.

Dad will spend time in odd numbered years.

Mom will spend time in even numbered years.

**New Years Day:** The holiday will follow Regular Parenting Time.

**Mother's Day:** The holiday begins at 9:00 P.M. Saturday and ends at 8:30 A.M. Monday.

Mom will spend time in every year.

**Father's Day:** The holiday begins at 9:00 P.M. Saturday and ends at 8:30 A.M. Monday.

Dad will spend time in every year.

**Mother's Birthday:** This holiday begins at 8:30 A.M. on Cassandra's birthday and ends at 9:00 P.M. the same day.

This time will be spent with Mom every year.

**Father's Birthday:** This holiday begins at 8:30 A.M. on Nicholas's birthday and ends at 9:00 P.M. the same day.

This time will be spent with Dad every year.

**Child's Birthday:** This holiday begins at 8:30 A.M. on Keandra's birthday and ends at 8:30 A.M. the following day.

Dad will spend time in odd numbered years.

Mom will spend time in even numbered years.

**Half Siblings Birthdays:** When Keandra's half siblings celebrate their birthdays, the parent of the sibling celebrating the birthday, may pick up Keandra for the celebration if she is not scheduled at their home during this time.

**E. VACATION:** Vacation Time supersedes Regular Parenting Time, it does not supersede Holiday Time.

Each parent may have two (2), one (1) week period of consecutive or non-consecutive vacation time with their child. The parents agree to have a minimum of tw (2) days in between the one (1) week period. They agree to give each other at least seven (7) weeks notice about the vacation dates. If they take the child on any out of town trips, the parents agree that the vacationing parent will leave contact information and the itinerary with the non-vacationing parent. The vacationing parent will call the other parent when they reach their out-of town destination and will call one additional time before returning home.

**F. TELEPHONE CONTACT:** Each parent will be able to make telephone calls each day to their child while they are at the other parent's home, at reasonable times of the day and evening.

**G. SCHOOL RECORDS AND MEDICAL TREATMENT:** The names of both parents will appear on all school records. The names of both parents will appear on all medical records and both will have access to all such information. Each parent is responsible for notifying the school that s/he wishes to be included on the mailing list and be notified of conferences and events, as well as receiving copies of report cards, progress reports and all other pertinent information. Both parents may initiate emergency medical and dental services for the child and agree to notify the other of any significant illness, injury, or emergency medical treatment of the child. Both parents will be aware of the names of the current treating physician or dentist for the child at all times. The parents agree that they will consult with each other on medical concerns.

**H. DECISION MAKING:** The parents may choose to discuss matters concerning the child, such as health and medical, school related problems and decisions, and any behavioral or disciplinary issues which could impact both households, etc.

**I. PARENTAL COMMUNICATION:** The parents will discuss parental business in a reasonable, businesslike, and courteous manner, and will not conduct such discussions during visitation exchanges. The parents agree that their own relational difficulties and emotions will not affect flexibility in the parenting plan or decisions about sharing time with the child. With the intent of respecting their children's dignity and feelings the parents agree they will make every attempt not to argue or speak negatively of each other to, or in the presence of, the child.

The parties agree that all communication regarding possible changes to the parenting schedule and spending unscheduled time with the children will occur directly between the parents, without involving the children. Also, they acknowledge that all communication regarding the children will remain between the biological parents only, regardless of future relationships.

- J. ACTIVITIES:** The parents will keep each other advised of the child's activity schedules so that each may participate and support them in these events, even if the child is not in that parent's possession on that day.
- K. CURRENT INFORMATION:** The parents agree to keep each other informed at all times of current addresses, phone numbers, and places of employment.
- L. EXTENDED FAMILY:** The parents understand that each parent will provide their parents and extended families reasonable access to their child during that parent's time with their child except for other special extended family occasions which may be mutually agreed upon by the parents.
- M. CHANGE OF RESIDENCE:** Mom and/or Dad shall provide notice to each other if they plan to change the residence of the child for more than thirty days and the change would affect the other parent's custody, parenting time, visitation or other access. The notice shall be by mail, return receipt requested, postage prepaid, to the last-known address of the other parent; the notice shall also be sent to the other parent's counsel of record. To the extent feasible, the notice shall be provided sufficiently before the proposed change of residence so as to allow time for mediation of a new agreement concerning custody, parenting time, visitation, or other access.
- N. REMEDIATION:** The parents agree that should a future dispute arise concerning their child or this agreement which they are unable to resolve, they will first attempt to mediate a solution through Conciliation Court assignment or another mutually agreed upon mediator prior to filing legal action.

Mediation Date: December 19, 2009  
Mediated by: Jim Shaul  
Co-mediated by: Charlotte Griffith

Shaul Mediation Services, Inc.  
120 N. Washington Street  
Papillion, NE 68046  
(402) 706-8870

08/17/2018 08:13 AM

## Judgment Detail

<b>Archived:</b>		<b>Payor:</b>	NICOLAS MATEO JESUS RAMOS
<b>FIPS ID:</b>	3105500	<b>Bank Return Item:</b>	PAID
<b>Court Case:</b>	CI109080650	<b>Payor DOB:</b>	11/1982
<b>Judgment/Guideline Group:</b>	2-1	<b>Payee:</b>	CASSANDRA L JIMENEZ
<b>Judgment Type:</b>	CHILD SUPPORT	<b>Payee DOB:</b>	08/1986
<b>Interest Rate:</b>	2.5100%	<b>Alternate Payee Name:</b>	

Reason	Judgment Amt	Freq	Dependent	Pay Start Date	Pay Stop Date
	244.70	MONTHLY	KEANDRA NICOLE THOMPSON	10/01/2009	03/31/2011
	245.70	MONTHLY	KEANDRA NICOLE THOMPSON	04/01/2011	02/29/2016
	266.00	MONTHLY	KEANDRA NICOLE THOMPSON	03/01/2016	03/13/2021

3 result(s) found, displaying 1 - 3. Page 1 / 1

08/17/2018 08:13 AM

## Payment History

<b>Payor Name:</b>	NICOLAS MATEO JESUS RAMOS	<b>Archived:</b>	
<b>County/Tribe/Country:</b>	DOUGLAS	<b>Bank Return Item:</b>	PAID
<b>Court Case:</b>	CI109080650	<b>Judgment/Guideline Group:</b>	2-1
		<b>Judgment Type:</b>	CHILD SUPPORT

<b>Begin Date:</b>	05/01/2018
<b>End Date:</b>	08/17/2018

**Click Collection ID link to view Collection & Payout information.**

Collection ID	Bank Return	Date	Transaction	Amount	Current	Delinquent	Arrears	Interest	Total Due
CL3W8YCVMWKX5		08/01/2018	COLL	266.00	-.66	.00	.00	.00	-.66
		08/01/2018	AMT DUE	266.00	265.34	.00	.00	.00	265.34
CL3W3R46QP7H2		07/02/2018	COLL	266.00	-.66	.00	.00	.00	-.66
		07/02/2018	DELQ	.00	.00	265.34	.00	.00	265.34
		07/01/2018	AMT DUE	266.00	265.34	.00	.00	.00	265.34
CL3WWFZYPHBC5		06/01/2018	COLL	266.00	-.66	.00	.00	.00	-.66
		06/01/2018	AMT DUE	266.00	265.34	.00	.00	.00	265.34
CL3WP3KLXGLNJ		05/01/2018	COLL	266.00	-.66	.00	.00	.00	-.66
		05/01/2018	AMT DUE	266.00	265.34	.00	.00	.00	265.34

9 result(s) found, displaying 1 - 9. Page 1 / 1