

Select Language▼

All State Agencies | All State Services |

Nebraska Judicial Branch

Case Summary

In the District Court of Douglas County
 The Case ID is CI 10 9065341 Docket Number is 1066649
 HORN, AARON JACOB v SHORN, LISA KAY
 The Honorable Duane C Dougherty, presiding.
 REFEREE N
 Classification: Dissolution of Marriage
 Filed on 11/20/2006
 This case is Closed as of 10/30/2015
 It was disposed as Uncontested Default

Parties/Attorneys to the Case

Party	Attorney
Petitioner ACTIVE Aaron J Horn 2416 99th Ave Omaha NE 68124	Keith S Filewicz 530 S 31st Ave Ste 100 Omaha NE 68105 402-598-5801
Respondent ACTIVE Lisa K Horn 1017 N 90th St #4 Omaha NE 68114	Angela H Heimes 1905 Harney Street, Suite 219 Omaha NE 68102 402-614-1432
Witness ACTIVE Ms. Danielle Senske Bland Accounting 450 Regency Parkway #120 Omaha NE 68114	
Witness ACTIVE Heather M Bailen Tax Help & O'Malley Financial Serv 254 N 114th ST Omaha NE 68154	

Judgment Information

On 03/22/2007 judgment of Spousal Support/Alimony was entered for \$1,700.00
 Simple interest rate is 7.0940%
 Financial records maintained by Health and Human Services
 The judgment creditor is Lisa K Horn
 The judgment debtor is Aaron J Horn
 obligation of \$2,000.00 is monthly from 03/20/2007 to 10/19/2007
 obligation of \$1,700.00 is monthly from 10/20/2007 to 01/16/2008
 On 01/16/2008 judgment of Child Support was entered for \$350.00
 Simple interest rate is 6.1510%
 Financial records maintained by Health and Human Services
 The judgment creditor is Lisa K Horn
 The judgment debtor is Aaron J Horn
 obligation of \$350.00 is monthly from 01/01/2008 to 03/31/2015
 obligation of \$455.00 is monthly from 04/01/2015 to 07/06/2023

Court Costs Information

Incurring By	Account	Date	Amount
Respondent	Parenting Act Fund	03/24/2014	\$50.00
Respondent	Legal Aid/Services Fund	03/24/2014	\$15.00
Respondent	Service Fees	04/03/2014	\$22.76
Respondent	Service Fees	10/23/2015	\$18.60
Respondent	Service Fees	10/23/2015	\$21.63

Financial Activity

No trust money is held by the court
No fee money is held by the court

Payments Made to the Court

Receipt	Type	Date	For	Amount
141935	Check	05/29/2014	Horn, Aaron, Jacob,	\$50.00
			Conciliation Court Fee	\$50.00
140746	Check	05/20/2014	Horn, Lisa, Kay,	\$50.00
			Conciliation Court Fee	\$50.00
133946	Check	03/24/2014	Horn, Lisa, Kay,	\$65.00
			Parenting Act Fund	\$50.00
			Legal Aid/Services Fun	\$15.00

Register of Actions

11/02/2015 Notice Issued on Angela H Heimes
The document number is 00351203
Notice of Judgment
E-MAILED Angela@HeimesLaw.com
Image ID D00351203D01

11/02/2015 Notice Issued on Keith S Filewicz
The document number is 00351202
Notice of Judgment
E-MAILED ksflwz@cox.net
Image ID D00351202D01

10/30/2015 Waiver of Notice
re: joint
Image ID 001197891D01

10/30/2015 Order-Modify
This action initiated by Duane C Dougherty [now \\$450/mo C/S, from 4-15-15](#)
Stip eNotice Certificate Attached
Image ID 001202680D01

10/23/2015 Return-Subpoena-Civil

The document number is 00348785
Served 10/21/2015, Douglas County Sheriff
Personal Service
Image ID 001204577D01

- 10/23/2015 Return-Subpoena-Civil
The document number is 00348360
Served 10/21/2015, Douglas County Sheriff
Personal Service
Image ID 001204581D01
- 10/20/2015 Subpoena Issued on Heather M Bailen
The document number is 00348785
Image ID D00348785D01
- 10/20/2015 Praeipce-Subpoena
This action initiated by party Lisa K Horn
Image ID N15293QP8D01
- 10/19/2015 Subpoena Issued on Ms. Danielle Senske

The document number is 00348360
Image ID D00348360D01
- 10/16/2015 Praeipce-Subpoena
This action initiated by party Lisa K Horn
Image ID N15289I8SD01
- 09/30/2015 Notice Filed
This action initiated by party Lisa K Horn
re: subp
Image ID N15273XY2D01
- 09/09/2015 Receipt
This action initiated by party Lisa K Horn [states current here](#)
c/s & prop lien rel [other prop](#)
Image ID 001164430D01
- 07/30/2015 Receipt
This action initiated by party Lisa K Horn
c/s see receipt
Image ID 001143720D01 [6&7/2005](#)
- 07/28/2015 Order-Trial
This action initiated by Duane C Dougherty
10-29-15 9:00 AM #503 eNotice Certificate Attached
Image ID J00314243D01
- 07/08/2015 Notice-Trial
This action initiated by party Lisa K Horn
10-29-15 #503 9:00 am
Image ID 001161078D01
- 06/22/2015 Amended Notice of Hearing
This action initiated by party Lisa K Horn
7-1-15 2:15 PM #503
Image ID N15173I18D01
- 06/10/2015 Notice-Hearing
This action initiated by party Lisa K Horn
#503 6-18-15 3:00 PM
Image ID N15161IP8D01
- 03/16/2015 Amended Notice of Hearing
This action initiated by party Lisa K Horn
#503 3-17-15 11:00 AM
Image ID N150759RGD01

03/04/2015 Motion-Compel
This action initiated by party Lisa K Horn
#503 3-10-15 1:45 PM
Image ID N15063AK0D01

02/23/2015 Notice-Service
This action initiated by party Lisa K Horn
RE: Subpoena
Image ID N15054DFCD01

02/13/2015 Notice-Serving Documents
This action initiated by party Lisa K Horn
re: interrog & req prod docs
Image ID 001118106D01

01/05/2015 Signed Scheduling Order
This action initiated by Duane C Dougherty
Image ID J00281130D01

12/29/2014 Notice-Service
This action initiated by party Aaron J Horn
re: interrog to def & req for prod docs
Image ID 001083754D01

12/16/2014 Scheduling Conference
1/5/15 @ 8:45 AM #503

12/16/2014 Signed Scheduling Order
This action initiated by Duane C Dougherty
Image ID J00271725D01

12/12/2014 Proposed Scheduling Order
This action initiated by Angela H Heimes
Image ID 001087441D01

12/05/2014 Notice-Service
This action initiated by party Lisa K Horn
re: subp
Image ID N14339GRUD01

11/20/2014 Notice Issued
The document number is 00293368
Notice of Intent to Dismiss
Angela H Heimes amber@heimeslaw.com
Image ID D00293368D01

11/20/2014 Notice Issued
The document number is 00293367
Notice of Intent to Dismiss
Keith S Filewicz
Image ID D00293367D01

10/21/2014 Notice-Service
This action initiated by party Lisa K Horn
subp to Filewicz & Witt
Image ID 001079561D01

09/24/2014 CC-Disp Report
Image ID 001057799D01

09/02/2014 Order-Discovery [re ans interrogatories](#)
This action initiated by Duane C Dougherty
Image ID J00244187D01

08/26/2014 Order-Compel [ans interrogatories](#)
 This action initiated by Duane C Dougherty
 Image ID J00247774D01

06/17/2014 Motion-Compel
 This action initiated by party Lisa K Horn
 #503 8-4-14 11:30 AM
 Image ID 001014745D01

05/12/2014 Notice-Serving Documents
 This action initiated by party Lisa K Horn
 discovery
 Image ID 001013418D01

05/01/2014 Answer
 This action initiated by party Aaron J Horn [does not ask for \\$](#)
 & Cross Complaint
 Image ID 000999439D01

04/03/2014 Return Summons/Alias Summons
 The document number is 00250980
 Served 03/31/2014, Douglas County Sheriff
 Personal Service
 Image ID 000994179D01

03/25/2014 Summons Issued on Aaron J Horn
 The document number is 00250980
 Summons-Inverse
 Image ID D00250980D01

03/24/2014 Praecipe-Summons/Alias
 This action initiated by party Lisa K Horn
 Image ID 000993088D01

03/24/2014 Case Judge Reassigned Random
 Previous Judge 12964; New Judge 18554; User ID C0101013

03/24/2014 Comp-Modify
 This action initiated by party Lisa K Horn [to increase C/S](#)
 Image ID 000980953D01

08/28/2013 Subordination of Lien
 This action initiated by party Lisa K Horn [other prop](#)
 Image ID N13240GESD01

05/16/2011 Receipt
 This action initiated by party Lisa K Horn
 cs rcpt/resp \$350 may 051211
 Image ID 000488745D01

[last entry in BCE & filebound](#)

04/28/2009 Receipt
 ESC: C/SUPP
 Image ID C03635235D01

05/29/2008 Receipt
 ESC: C/SUPP
 Image ID C03635234D01

03/05/2008 Order-Nunc Pro Tunc
 This action initiated by Marlon A Polk
 Jrn#3834000 THE 1ST SENTENCE IN PAR (G) IS CHANGED TO READ: PLTF SHALL MA
 INTAIN HIS CURRENT TERM LIFE INS POLICY AND SHALL NAME THE HUDSEN ISSA*

02/29/2008 Referee Report

02/29/2008 Order-Vacate
This action initiated by Gary B Randall
order to Show Cause Vacated Jrn#3807000

02/14/2008 Subordination of Lien
This action initiated by party Lisa K Horn

01/24/2008 Notice-Judgment sent

01/16/2008 Decree
This action initiated by J. P Mullen

Decree of Dissolution Jrn#3797000 JOINT CUST. PLTF PAY \$350 PER MO C/SUPP
COMM COMM 010108.

12/12/2007 Filing Not Otherwise Specified
This action initiated by J. P Mullen
Decree to be Submitted Jrn#3797000

11/13/2007 Amended Notice of Hearing
This action initiated by party Lisa K Horn
ESC: #421 Sch 11/28/2007 01:30

10/24/2007 Temporary Order
This action initiated by J. P Mullen

ESC: AMEND Jrn#3797000 PLTF ALIMONY REDUCED TO \$1700 PER MO

10/12/2007 Notice-Hearing
This action initiated by party Lisa K Horn
ESC: #16 Sch 12/12/2007 01:30

10/11/2007 orders to be submitted
Jrn#3797000

09/27/2007 Motion-Temp Order
This action initiated by party Aaron J Horn
ESC: #16 Sch 10/11/2007 01:15

09/26/2007 Referee Report

09/26/2007 Notice-Hearing

This action initiated by J. P Mullen
Case Continued To Sch 10/30/2007 09:00 Jrn#3797000

09/17/2007 Order-Show Cause-Sheriff
This action initiated by J. P Mullen
ESC: #421 Sch 09/25/2007 09:30 Jrn#3797000

09/11/2007 App-Contempt
This action initiated by party Lisa K Horn
Affdvt & Applcn for Contempt Citation

08/21/2007 Signed Scheduling Order
This action initiated by J. P Mullen
ESC: 154535 Jrn#3797000

08/01/2007 CC-Atty Negotiated Parent Plan

05/25/2007 Letter
Letter-Case Progression Standards

05/18/2007 Attorney's Lien
ROBERT PETERSON

05/03/2007 Order
This action initiated by J. P Mullen
Withdrawal Jrn#3797000 BY KATHLEEN M. FOSTER

05/03/2007 Filing Not Otherwise Specified
Withdrawal BY KATHLEEN M. FOSTER

04/26/2007 Entry of Appearance
This action initiated by party Lisa K Horn
OF MICHAEL B LUSTGARTEN FOR DEFENDANT

04/16/2007 Motion-withdraw
This action initiated by party Lisa K Horn
ESC: #16 Sch 05/03/2007 08:25 BY KATHLEEN FOSTER

03/22/2007 Temporary Order
This action initiated by J. P Mullen
Jrn#3797000 PARTIES CUSTODY. PLTF PAY S/SUPP \$2000 PER MO COMM 032007

03/09/2007 Answer
This action initiated by party Aaron J Horn

03/08/2007 Notice Filed

This action initiated by party Aaron J Horn
OF SRVC OF ANSWRS TO INTERROGS & RSPNSS TO REQ FOR PROD OF DOCS

02/22/2007 Notice-Hearing

This action initiated by party Lisa K Horn
ESC: #16 Sch 03/15/2007 08:30

02/01/2007 Cert-Service

This action initiated by party Lisa K Horn
OF ANSWRS TO INTERROGS & RESPNSS TO REQ PROD OF DOCS

01/18/2007 Cert-Service

This action initiated by party Lisa K Horn
RE; INTERR AND REQ FOR PROD. OF DOCU.

01/16/2007 Affidavit-Uniform Custody

12/22/2006 Cert-Service

This action initiated by party Aaron J Horn
RE; INTERR AND REQ FOR PROD. OF DOCU WERE SRVD

12/18/2006 Answer to Cross-Claim

This action initiated by party Lisa K Horn

12/01/2006 Return-No Service

Sheriff Return - Not Served ESC: 568460 SUMS; REC'D WRIT 112106; RTND W/O
SRVC DEFT NOT FOUND IN DO CTY

12/01/2006 Voluntary Appearance

This action initiated by party Lisa K Horn

11/20/2006 Order

This action initiated by Joseph S Troia
Order Jrn#3806000 SIGNED EX PARTE ORDER.DFNT SHALL NOT ENCUBER OR HYPOTHE
CATE ANY SUMS FROM SEVERANCE CHECK.

11/20/2006 Praecipe-Summons/Alias

This action initiated by party Aaron J Horn

11/20/2006 Petition

This action initiated by party Aaron J Horn

ESC: 100007

Judges Notes

11/20/2006
SIGNED EX PARTE ORDER.DFNT SHALL NOT ENCUBER OR HYPOTHECATE ANY SUMS FROM SEVERANCE CHECK.
Judge Name: TROIA
Judge Number and Name:
1066-649 AARON JACOB HORN VS. LISA KAY HORN Signed Ex Parte Order (hypothecating, encumbering, etc).
12/01/2006
SUMS; REC'D WRIT 112106; RTND W/O SRVC DEFT NOT FOUND IN DO CTY
12/22/2006
RE; INTERR AND REQ FOR PROD. OF DOCU WERE SRVD
01/18/2007
RE; INTERR AND REQ FOR PROD. OF DOCU.
02/01/2007
OF ANSWRS TO INTERROGS & RESPNSS TO REQ PROD OF DOCS
03/08/2007
OF SRVC OF ANSWRS TO INTERROGS & RSPNSS TO REQ FOR PROD OF DOCS
03/22/2007
PARTIES CUSTODY. PLTF PAY S/SUPP \$2000 PER MO COMM 032007
Judge Name: MULLEN
Judge Number and Name: 22 MULLEN
1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Signed order for temporary allowances and custody.
04/16/2007
BY KATHLEEN FOSTER
04/26/2007
OF MICHAEL B LUSTGARTEN FOR DEFENDANT
05/03/2007
BY KATHLEEN M. FOSTER
BY KATHLEEN M. FOSTER
Judge Name: MULLEN
Judge Number and Name: 22 MULLEN
1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Signed order allowing counsel for defendant to withdraw.
05/18/2007
ROBERT PETERSON
08/21/2007
Judge Name: MULLEN
Judge Number and Name: 22 MULLEN
1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Signed Scheduling Order.
09/17/2007
Judge Name: MULLEN
Judge Number and Name: 22 MULLEN
1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Signed order to show cause.
09/26/2007
Judge Name: MULLEN-CHILD SUPPORT
Judge Number and Name: 22 MULLEN
1066-649 HORN, AARON JACOB VS. HORN, LISA KAY On recommendation of the Referee, the Respondent is found in willful contempt, and the Show Cause hearing is continued to October 30, 2007, at 9:00 a.m., before the District Court Referee.
10/11/2007
Judge Name: MULLEN
Judge Number and Name: 22 MULLEN
1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Temporary amended. Order to be submitted.
10/24/2007
PLTF ALIMONY REDUCED TO \$1700 PER MO
Judge Name: MULLEN
Judge Number and Name: 22 MULLEN
1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Signed amendment to temporary order.
12/12/2007
Judge Name: MULLEN
Judge Number and Name: 22 MULLEN
1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Plaintiff appeared with counsel. Defendant appeared with counsel. Evidence adduced. Marriage irretrievably broken. Decree to be submitted.
01/16/2008

JOINT CUST. PLTF PAY \$350 PER MO C/SUPP COMM COMM 010108.
 Judge Name: MULLEN
 Judge Number and Name: 22 MULLEN
 1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Signed decree of
 dissolution.
 02/29/2008
 Judge Name: RANDALL-CHILD SUPPORT
 Judge Number and Name: 22 MULLEN
 1066-649 HORN, AARON JACOB VS. HORN, LISA KAY On recommendation of
 the Referee, the Show Cause Proceedings related to the Order to appear
 entered 9-17-2007 are dismissed. Case disposed of.
 03/05/2008
 THE 1ST SENTENCE IN PAR (G) IS CHANGED TO READ: PLTF SHALL MAINTAIN
 HIS CURRENT TERM LIFE INS POLICY AND SHALL NAME THE HUDSEN ISSAIAH
 HORN TRUST AS BENEFICIARY.
 Judge Name: POLK
 Judge Number and Name: 22 MULLEN
 1066-649 HORN, AARON JACOB VS. HORN, LISA KAY Signed Order Nunc Pro
 Tunc.
 08/04/2014
 08-04-2014 Dougherty
 Hearing held on motion to compel. Plaintiff appeared by counsel,
 Keith Filewicz (via telephone); Defendant appeared by counsel, Angela
 Heimes. Arguments presented. Order to be submitted.
 08/26/2014
 08-26-2014 Dougherty
 Signed Order to Compel Discovery.
 09/02/2014
 09-02-2014 Dougherty
 Signed Order to Compel Discovery.
 12/15/2014
 12-15-2014 Dougherty
 Signed scheduling order setting scheduling conference for January 5,
 2015 at 8:45 a.m.
 01/05/2015
 01-05-2015 Dougherty
 Signed scheduling order.
 07/27/2015
 07-27-2015 Dougherty
 Signed order setting trial date for October 29, 2015 at 9:00 a.m.
 10/29/2015
 10-29-2015 Dougherty
 Signed Stipulated Order. Case disposed of.

Conciliation Court

Plaintiff: PET001 Horn,Aaron,Jacob,
 Defendant: RSP001 Horn,Lisa,Kay,
 Third Party:
 Judge: 18554 Dougherty,Duane,C
 Mediator: Boyle,Lynnette,
 Addr: TIETJEN, SIMON & BOYLE Phone: (402) 991-1495
 Omaha NE 68154 706 N. 129th Street, Suite 110

----- BASIC LEARNING PLAN ----- SECONDARY LEARNING PLAN -----
 PLF Registered Attended 03/29/2007 Registered Attended 05/29/2014
 DEF Registered Attended 03/15/2007 Registered YES Attended 05/15/2014
 3RD Registered Attended Registered Attended
 Referral Date 06/02/2014 Return Deadline 08/31/2014 Closed 08/19/2014
 Outcome: Modified No Plan
 RETURNED TO DISTRICT COURT
 REASON: Mediation Efforts Unsuccessful

----- PLAINTIFF ATTORNEY -----
 Atty: 20002 Filewicz,Keith,S, Firm: 01529 Filewicz Law Of
 530 S 31st Ave Ste 100
 Omaha NE 68105 Phone: (402) 598-5801

----- DEFENDANT ATTORNEY -----
 Atty: 21551 Heimes,Angela,Houston, Firm: 02201 Heimes Law, PC,
 1905 Harney Street, Suite 219
 Omaha NE 68102 Phone: (402) 614-1432

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

AARON JACOB HORN,)
)
 Plaintiff,)
)
 vs.)
)
 LISA KAY HORN,)
)
 Defendant.)

DOC. 1066

NO. 64

FILED
JOURNAL CLERK

JAN 17 2008

DECREE OF DISSOLUTION
OF MARRIAGE
JOHN M. FRIEND
DISTRICT COURT

THIS MATTER came on for trial on December 12, 2007 on the Complaint of the Plaintiff and Counterclaim of the Defendant.

The Plaintiff appeared personally, and with his counsel, William T. Ginsburg.

The Defendant appeared personally, and with her counsel, Michael B. Lustgarten.

The Court, being fully advised in the premises, finds as follows:

1. The Court has full and complete jurisdiction of the parties and the subject matter.

2. At the time of the filing of the Counterclaim, the Defendant was a resident of Douglas County, Nebraska, and had been residing in the State of Nebraska for more than one year with the bona fide intention of making this State her permanent home.

3. Plaintiff and Defendant were united in marriage on August 12, 2000 in Douglas County, Nebraska.

4. One child has resulted from this marital union, to-wit: HUDSEN ISSAIAH HORN, born July 7, 2004.

5. Plaintiff is not a party to any other pending action for divorce, legal separation, or annulment, either in this State or elsewhere.

6. Neither of the parties are members of the Armed Forces of the United States of America.

7. During the course of the marital union, the parties have encountered marital difficulties. Efforts have been made to work those difficulties out, however, those efforts have proved unsuccessful. The Court finds the marriage of the parties is irretrievably broken and is hereby dissolved.

8. The parties have reached an agreement to resolve all issues in this divorce proceeding and the agreement of the parties was read into the record, in open court, and acknowledged by the parties to be their agreement. The agreement of the parties is fair, not unconscionable, and shall be the Order of this Court, as set forth.

IT IS THEREFORE ORDERED, by the Court, that the marriage of AARON JACOB HORN, Plaintiff, and LISA KAY HORN, Defendant, which marriage took place on August 12, 2000, in Douglas County, Nebraska, is dissolved. The Decree becomes final and operative except for the purposes of review by appeal, remarriage, and continuation of health insurance coverage, thirty days after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was entered.

For the purpose of review by appeal, the Decree shall be treated as a final Order as soon as it is entered. If an appeal is instituted within thirty days after the date the Decree is entered, the Decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

For the sole purposes of the remarriage and continuation of health insurance coverage, the Decree shall become final and operative six months after the Decree is entered or on the date of the death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final or operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative on the date it was entered. Neither the Plaintiff nor the Defendant may remarry anyone, anytime, any place until the expiration of said six-month period from the execution of this Decree by the Court, each of them being under a legal, total and complete disability to do so.

IT IS FURTHER ORDERED, by the Court, that pursuant to the agreement of the parties, the issues in this divorce proceeding shall be resolved and ordered as follows:

a. **CUSTODY, PARENTING TIME AND PARENTING-RELATED MATTERS:**

All issues of custody, parenting time and parenting-related matters are resolved pursuant to the Parenting Plan mediated between the parties, a copy of which is attached, marked Exhibit "A" and incorporated by reference. Pursuant to the Plan, the Court finds that it is in the best interests of the minor child of the parties:

HUDSEN ISSAIAH HORN, born July 7, 2004 that Plaintiff and Defendant are granted joint legal custody and joint physical custody of the minor child.

b. **CHILD SUPPORT:** Commencing January 1, 2008 and the first day of the month thereafter, Plaintiff shall pay, via automatic income withholding, through the Nebraska Child Support Payment Center, PO Box 82600, Lincoln, NE 68501, child support in the sum of \$350.00 per month. Said child support shall terminate upon the earliest of the following events: death of the minor child; the minor child reaching the age of majority under Nebraska law; the minor child being emancipated; the minor child marrying; or further Order of the Court. Attached to this Decree, marked Exhibit "B", and incorporated by reference, is the child support worksheet.

c. **EXPENSES FOR CHILD:** Separate from the child support award described in the preceding paragraph, the parties shall divide the following expenses incurred by the minor child with the Plaintiff paying 65% of those expenses and the Defendant paying 35% of those expenses: school tuition, clothing, non-covered medical and dental expenses, daycare expenses, and the expenses of the minor child's activities for which both parties have agreed that the minor child should participate. The party incurring the expense shall provide receipts/other verifying documentation to the other party, and the other party shall then pay his/her portion of the expense.

d. **HEALTH INSURANCE:** Defendant shall maintain the current health insurance coverage on the minor child for so long as the coverage is available to her through her employment.

e. **TAX EXEMPTION:** The Defendant shall receive the minor child as a tax exemption in all odd-numbered years commencing with the tax year 2007 and the Plaintiff shall receive the minor child as a tax exemption in all even-numbered years, commencing in 2008. In order for the Plaintiff to claim the tax exemption, he must be current in his child support obligation as of December 31st. In the years in which Plaintiff is entitled to claim the minor child as a tax exemption, the Defendant shall execute an appropriate IRS form 8332 and provide that signed form to Plaintiff.

f. **ALIMONY:** Neither party shall receive alimony pursuant to this Decree. The Plaintiff's unpaid alimony obligation pursuant to the Temporary Order entered in this proceeding is hereby waived by the Defendant and the Clerk of the District Court of Douglas County, Nebraska is directed to show Plaintiff's alimony obligation under the Temporary Order has been satisfied. As to the unpaid alimony under the Temporary Order, which Defendant is waiving, the Plaintiff shall not be entitled to claim the waived alimony amount as a deduction on his tax return and the Defendant is not required to report the waived alimony amount as income on her tax return.

g. **REAL ESTATE:** Plaintiff is awarded all right, title and interest in and to the real estate located at 4258 Miami Street; 5827 Miami Street; and 1517 Vinton Street, Omaha, NE, free and clear of any interest of the Defendant, and subject to any debts owed thereon, which Plaintiff shall pay and hold the Defendant harmless therefrom. Within six months from the date of the entry of the Decree, the Plaintiff shall take whatever steps are necessary to have the Defendant's name removed

from all loan obligations owed against the real estate described above. If the Plaintiff cannot accomplish having the Defendant's name removed from all loan obligations against any or all of the three pieces of real estate he is being awarded, the Plaintiff shall sell the piece/pieces of real estate for which he was unable to have the Defendant's name removed from the loan obligations. Plaintiff shall pay, and hold the Defendant harmless therefrom, any deficiencies arising from the sale of the real estate and Plaintiff shall receive any net proceeds resulting from the sale of the real estate.

Defendant is awarded all right, title and interest in and to the real estate located at 2315 North 49th Street, Omaha, NE, free and clear of any interest of the Plaintiff, and subject to any debts owed thereon, which Defendant shall pay, and hold the Plaintiff harmless therefrom. Within six months from the date of entry of this Decree, the Defendant shall take whatever steps are necessary to have the Plaintiff's name removed from all loan obligations owed against the real estate she is receiving. If the Defendant cannot accomplish having the Plaintiff's name removed from all loan obligations owed against the real estate, the Defendant shall be required to sell the real estate. Defendant shall pay, and hold the Plaintiff harmless therefrom, any deficiency resulting from the sale of the real estate and the Defendant shall receive all net proceeds from the sale of the real estate. If the Defendant is required to sell the real estate because she is not able to have the Plaintiff's name removed from the loan obligations owed against it, the Plaintiff shall handle the sale transaction as the real estate agent for Defendant and Plaintiff's commission shall be set at \$500.00.

Both parties shall execute appropriate Quitclaim Deeds transferring his/her interest to the other party of the real estate described in this provision.

f. **HOUSEHOLD GOODS, MISCELLANEOUS PERSONAL PROPERTY, MOTOR VEHICLES, BANK ACCOUNTS, RETIREMENT ACCOUNTS, AND LIFE INSURANCE POLICIES:** Plaintiff is awarded all right, title and interest in and to all household goods, miscellaneous personal property, motor vehicles, bank accounts, retirement accounts, and life insurance policies in his own name/possession, free and clear of any interest of the Defendant. In addition, the Plaintiff is awarded the surround sound stereo system and barbeque grill currently located at 2315 N. 29th Street, Omaha, NE.

Defendant is awarded all right, title and interest in and to all household goods, miscellaneous personal property, motor vehicles, bank accounts, retirement accounts, and life insurance policies in her own name/possession, free and clear of any interest of the Plaintiff with the exception of the surround sound stereo system and barbeque grill being awarded to Plaintiff as set forth above. Defendant's motor vehicle is a Kia Optima.

Each party shall pay, and hold the other party harmless therefrom, any debts against assets being awarded to them pursuant to this provision.

Regarding the joint checking account at Centris Federal Credit Union, the Defendant shall execute any documents necessary to have her name removed from that account and the Plaintiff will receive ownership of that account.

g. **LIFE INSURANCE TO FUND CHILD SUPPORT:** Defendant shall maintain his current term life insurance policy and shall name the Hudson Issaiah

Horn Trust as beneficiary. The amount of the term policy naming the Trust as beneficiary shall be, at a minimum, the Plaintiff's unpaid future child support obligation. Upon request by Defendant, Plaintiff shall provide proof of his compliance with this provision.

h. **DEBTS:** Plaintiff shall pay, and hold the Defendant harmless therefrom, the following debts:

1. MBNA credit card account, n/k/a The Bank of America credit card account ending in 9301. The account shall be closed, forthwith, and no further charges shall be accrued on the account. Within twenty-four months from the date of the entry of the Decree, the Plaintiff shall have Defendant's name removed from the credit card obligation, or in the alternative, pay the debt balance owed, in full. Plaintiff shall provide proof to Defendant that he has closed this account.
2. Wells Fargo loan ending in 0001. The account shall be closed, forthwith, and no further charges shall be accrued on the account. Within twenty-four months from the date of the entry of the Decree, the Plaintiff shall have Defendant's name removed from the loan obligation, or in the alternative, pay the debt balance owed, in full. Plaintiff shall provide proof to Defendant that he has closed this account.
3. Any 2004 and/or 2005 Federal and State income tax debts owed now, or in the future, including any penalties and interest. Plaintiff shall pay a maximum amount of \$500.00 in future attorney fees incurred by Defendant if Defendant is forced to retain counsel as a result of her having to pay any monies towards these tax debts that Plaintiff has been ordered to pay.
4. Any business credit cards in the name of the Plaintiff or his business entities.
5. Any additional debts in his own name.

Defendant shall pay, and hold the Plaintiff harmless therefrom, the following debts:

1. The American Express credit card account ending in _____.
2. Any additional debts in her own name.

i. **PENDING CONTEMPT PROCEEDING:** The currently pending contempt proceeding is hereby dismissed, each party to pay their own costs incurred.

j. **ATTORNEY FEES:** Each party shall pay their own attorney fees incurred in this proceeding.

IT IS FURTHER ORDERED, by the Court, that the parties are directed to abide by and adhere to the rulings of the Court as hereinabove set forth.

IT IS FURTHER ORDERED, by the Court, that the rulings of the Court, as hereinabove set forth, shall be enforceable by all remedies available, including, but not limited to, contempt proceedings.

IT IS FURTHER ORDERED, by the Court, that should the parties, or either of them, fail, refuse or neglect within ten days from the execution of the Decree by the Court to execute or deliver any document necessary or proper to fulfill the terms of this Decree, then this Decree shall have the same operation and effect as such necessary document.

IT IS FURTHER ORDERED, by the Court, that the Plaintiff shall furnish to the Nebraska Child Support Payment Center, PO Box 82600, Lincoln, Nebraska 68501-2600, his address, telephone number and Social Security number, the name of his employer, whether or not he has access to employer-related health insurance coverage if any, together with the number of the policy and the address at which claims are to be submitted, the health insurance policy information and any other information the Court deems relevant until such Judgment is paid in full. The

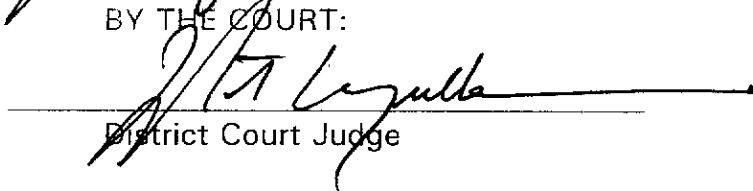
Plaintiff shall also be required to advise the Nebraska Child Support Payment Center of any changes in such information between the time of the entry of the Decree and the payment of the Judgment in full. If both parents are parties to this action, each parent shall be required to furnish and advise the Nebraska Child Support Payment Center whether he or she has access to employer-related insurance coverage, and if so, the health insurance policy information. Failure to comply with this section shall be punishable by contempt.

IT IS FURTHER ORDERED, by the Court, that all child support payments shall become delinquent the day after they are due and owing. Interest shall not accrue until thirty days after such payments are delinquent. Such interest shall be computed as simple interest. Delinquent child support shall accrue interest at the judgment rate in effect at the time of the entry of this Decree.

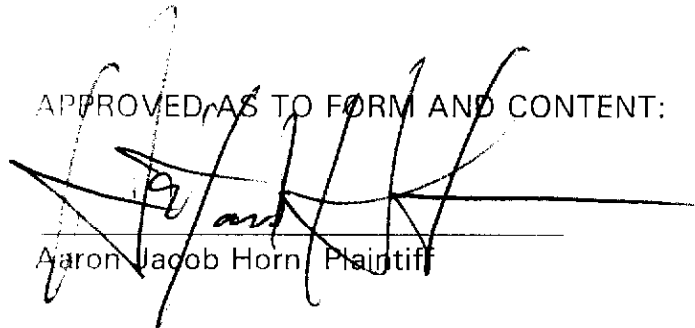
IT IS FURTHER ORDERED, by the Court, that in the event the Plaintiff fails to pay any child support payment, or other payment ordered to be made through the Nebraska Child Support Payment Center, as such failure is certified each month by said office in cases in which court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, the Plaintiff may be required to appear in court and show cause why such payment was not made. In the event the Plaintiff fails to pay and appear as ordered, a warrant shall be issued for his arrest.

SIGNED this 16 day of January, 2008.

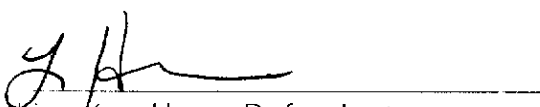
BY THE COURT:


District Court Judge


APPROVED AS TO FORM AND CONTENT:


Aaron Jacob Horn, Plaintiff

APPROVED AS TO FORM AND CONTENT:


Lisa Kay Horn, Defendant

APPROVED AS TO FORM AND CONTENT:


William T. Ginsburg, #11510
1207 S. 75th Street
Omaha, NE 68124
402-398-1400
Attorney for Plaintiff

PREPARED AND SUBMITTED BY:

Michael B. Lustgarten, #18602
LUSTGARTEN & ROBERTS, P.C., L.L.O.
1625 Farnam Street, Suite 900
Omaha, NE 68102
402-346-1920
Attorney for Defendant

EXHIBIT "A"

Aaron Jacob Horn
Father

Doc. 1066 No. 649
Parenting Plan

Lisa Kay Horn
Mother

The following Parenting Plan was mediated by the parties; a copy will be forwarded to their attorneys for inclusion in their decree. The parents will share joint physical and legal custody.

The parents will alternate weeks. Their exchange time is Friday, 8:30am. Each parent will see the child on Wednesday, 5:30pm – 8:30pm during their off week.

The parent who has spent the week or evening with the child will be transporting the child to the other parent's home.

Communication between parents will occur as needed by e-mail or telephone. Each parent can communicate with the child on a daily basis.

Holiday schedules supersede regular visitation and vacation times, and may not be preempted unless the parties mutually agree to do so.

Mother's Day – 9:00am – 9:00pm – Mother

Father's Day – 9:00am – 9:00pm – Father

Easter – 9:00am – 9:00pm
Odd-numbered years – Father
Even-numbered years – Mother

Memorial Day – 9:00am – 9:00pm
Odd-numbered years – Mother
Even-numbered years – Father

Fourth of July – 9:00am – Midnight
Odd-numbered years – Father
Even-numbered years – Mother

Labor Day – 9:00am – 9:00pm
Odd-numbered years – Mother
Even-numbered years – Father

Halloween – 5:30pm – 10:00pm
Odd-numbered years – Father
Even-numbered years – Mother

Thanksgiving – 9:00am – 9:00pm
Odd-numbered years – Mother
Even-numbered years – Father

The parents agree to celebrate Christmas together; 8:00am – 11:00am, December 25th. This will occur at alternate homes. In addition, they will alternate the following time:
December 24, 5:00pm – Midnight
Odd-numbered years – Father
Even-numbered years – Mother

New Years –
December 31, 9:00am – or 5:30pm (if a work day) - January 2, 9:00am
Odd-numbered years – Mother
Even-numbered years – Father

On each parent's birthday, the other parent will care for the child, from 9:00am – Noon, the next day.

The parents agree to celebrate the child's birthday together on July 7th, from Noon – 9:00pm.

Each parent may have three weeks of vacation per year. A two week period may be taken, with an additional week at a later time. They agree to give each other a two week advance notice. The parents will leave an itinerary with each other. There can be telephone contact between the child and the non-vacationing parent every other day.

Each parent can also take a week of personal vacation with a two week notice to the other parent. The non-vacationing parent will care for the child during this time.

The names of both parents will be placed on all school and medical records and both will have access to all such information. Each parent is responsible for notifying the school that they wish to be 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.

Each parent may initiate emergency medical and/or dental treatment for the child and they agree to notify each other of any significant illness, injury or emergency treatment of him.

The parents will keep each other advised of the child's activity schedule so that each may participate and support him in these events, even if the child is not in that parent's possession on that day. Both parents may attend the child's school conferences, events and other activities. There are no restrictions on others attending these events, except that biological parents only can attend the parent/teacher conferences.

Educational decisions will be made jointly.

The parents agree that activities will be decided jointly.

Routine medical appointments will be made by Mother. Both parents will take the child to these if the appointment falls on their time. Major medical decisions, defined as those decisions regarding surgeries and hospitalizations, will be made jointly.

Each household will make their own decisions regarding discipline.

All communication regarding the child will go through the biological parents only, regardless of future relationships.

The parties agree that should a future dispute arise concerning the child which they are unable to resolve, they will first attempt to mediate prior to filing legal action.

June 6, 2007

Linda Schaefer, M.A.
Family Mediator

EXHIBIT B

CHILD SUPPORT CALCULATOR
 Joint Custody Calculation
 Case: Horn, Lisa Date: 12/07/2007
 Exemptions: Mother (1) Father (2)
 One Child

	Mother -----	Father -----
Total Monthly Income (Taxable)	\$2,333.00	\$4,995.00
Total Monthly Income (Non Taxable)	\$0.00	\$0.00
Deductions		
Federal Income Tax	\$162.66	\$697.60
State Income Tax	\$47.49	\$229.45
FICA Tax	\$178.47	\$382.12
Total Tax Deductions	\$388.62	\$1,309.17
Retirement	\$0.00	\$0.00
Child Support Previously Ordered	\$0.00	\$0.00
Regular Support for other children	\$0.00	\$0.00
Total Of Other Deductions	\$0.00	\$0.00
Total Deductions	\$388.62	\$1,309.17
Child Tax Credit	\$0.00	\$0.00
Monthly Net Income	\$1,944.38	\$3,685.83
Combined Monthly Net Income	\$5,630.21	
Combined Annual Net Income	\$67,562.48	
Percent contribution of each parent:	34.53%	65.47%
Monthly support (Table 1)	\$1,111.00	
Children Health Insurance premium	\$220.00	\$0.00
Total Obligation	\$1,331.00	
Each Parent's Monthly Share	\$459.66	\$871.34
Each Parent's Monthly Share * 1.5	\$689.49	\$1,307.01
Number of Days the Child lives with each parent	183	182
Percent of the year the Child is in the custody of each parent	50.14%	49.86%
Mother's obligation to Father	\$229.20	
Father's obligation to Mother		\$436.86
Father's obligation for support		\$207.66
* Additional Adjustments for Child(ren)'s Health insurance premium		
Children Health Insurance premium	\$220.00	\$0.00
Combined health insurance premium(s)		\$220.00
Each Parents Share of Health Insurance	\$75.98	\$144.02

premium		
Amount of premium Paid	\$220.00	\$0.00
Amount of owed to other Parent	\$0.00	\$144.02
Adjusted Support to be paid by the FATHER	<u>\$351.69</u>	

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

AARON JACOB HORN,)
)
 Plaintiff,)
)
 vs.)
)
 LISA KAY HORN,)
)
 Defendant.)

DOC. 1066 NO. 649

ORDER NUNC PRO TUNC

FILED
JOURNAL CLERK
MAR 6 - 2008
JOHN M. FRIEND
CLERK DISTRICT COURT

THIS MATTER came on for hearing on the joint oral Motion of the parties for the entry of an Order Nunc Pro Tunc relating to the January 16, 2008 Decree of Dissolution of Marriage.

The Court, being fully advised in the premises, finds it has jurisdiction of the parties and the subject matter, and further finds the joint oral Motion of the parties shall be granted.

IT IS THEREFORE ORDERED, by the Court, that by mistake and/or omission, there is a typographical error in paragraph (g) of the Decree of Dissolution of Marriage. The first sentence in paragraph (g) is hereby changed to read: "Plaintiff shall maintain his current term life insurance policy and shall name the Hudsen Issaiah Horn Trust as beneficiary."

IT IS FURTHER ORDERED, by the Court, that the parties are directed to abide by and adhere to the rulings of the Court, as set forth.


SIGNED this 5th day of March, 2008

BY THE COURT:



District Court Judge

APPROVED AS TO FORM AND CONTENT:



William T. Ginsburg, #11510
1207 S. 75th Street
Omaha, NE 68124
402-398-1400
Attorney for Plaintiff

PREPARED AND SUBMITTED BY:

Michael B. Lustgarten, #18602
LUSTGARTEN & ROBERTS, P.C., L.L.O.
1625 Farnam Street, #900
Omaha, NE 68102
402-346-1920
Attorney for Defendant

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

AARON JACOB HORN,)
Plaintiff,)
)
vs.)
)
LISA KAY HORN,)
Defendant.)

Case No. CI-10-9065341
Doc. 1066 Page 649

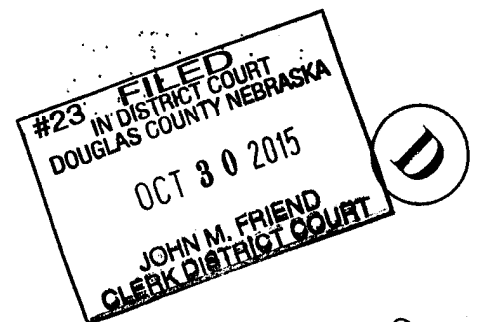
STIPLATED ORDER

This matter came on for hearing this 29 day of October, 2015, on the Application to Modify filed by the Defendant, and the Answer & Cross-Application filed by the Plaintiff. The Defendant is represented in this matter by Angela H. Heimes, her attorney of record and Plaintiff is represented by Keith S. Filewicz, his attorney of record. The Court was advised that a stipulated agreement between the parties was reached. The following are the terms of the agreement between the parties:

The Court, being fully advised in the premises finds that the following Stipulated Order should be entered, and is HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **CROSS-APPLICATION:** Plaintiff's Cross-Application is dismissed without prejudice.
2. **CHILD SUPPORT:** There has been a substantial and material change in the parties circumstances such that there would be more than a ten percent change in the child support calculation based on the Nebraska Child Support Guidelines. The Defendant's Application to Modify shall be granted. Plaintiff shall pay \$455.00 per month for child support commencing on April 1, 2015 and continuing on every month thereafter under the terms set forth in the Decree of Dissolution dated January 16, 2008.
3. **CALCULATION:** A copy of the child support calculation is attached hereto and by this reference incorporated herein as 'Exhibit A'.
4. **PREVIOUS ORDERS OF THE COURT:** All other terms and conditions of the Decree of Dissolution entered January 16, 2008 shall remain in full force and effect, except as modified herein.

DATED this 29 day of October, 2015.



JA

Nebraska Child Support Calculator
An NSBA Member Benefit for Angela Heimes



[Edit Values](#) | [View Permutations](#) | [Life Insurance Requirements](#) | [Deviation Worksheet](#) | [Save](#)

Case Name: Horn v. Horn

Worksheet 1 - Basic Income and Support Calculation

Mother: Single / 1.5 Exemptions / Not Self Employed

Father: Single / 1.5 Exemptions / Not Self Employed

Line	Description	Mother	Father
1	Total Monthly Income	\$3,770.28	\$7,540.55
1	Tax-Exempt Income	\$0.00	\$0.00
2.a	Taxes - Federal	\$373.36	\$1,278.37
2.a	Taxes - Nebraska	\$133.76	\$391.64
2.b	FICA - Social Security	\$233.76	\$467.51
2.b	FICA - Medicare	\$54.67	\$109.34
2.c	Retirement	\$150.81	\$0.00
2.d	Previously Ordered Support	\$0.00	\$0.00
2.e	Regular Support for Other Children	\$0.00	\$0.00
	Other Deductions	\$0.00	\$0.00
	Child Tax Credit	(\$0.00)	(\$0.00)
2.f	Total Deductions	\$946.36	\$2,246.86
3	Net Monthly Income	\$2,823.92	\$5,293.69
4	Combined Net Monthly Income	\$8,117.61	
5	Combined Net Annual Income	\$97,411.32	
6	Each Parent's Percent	34.79%	65.21%
7	Monthly Support from Table (1 Child)	\$1,425.00	
8	Health Insurance Premium	\$194.26	\$0.00
9	Total Obligation	\$1,619.26	
10	Each Parent's Monthly Share	\$563.34	\$1,055.92
11	Credit For Health Insurance Premium Paid	(\$194.26)	(\$0.00)
12	Each Parents' Final Share (1 Child, rounded)	\$369.00	\$1,056.00

Worksheet 4 - Number of Children Calculation (final shares are rounded to the nearest whole dollar)

No. Children	Table Amount	Total Including Health Ins.	Mother's Share of Total	Father's Share of Total	Mother's Final Share	Father's Final Share
1	\$1,425.00	\$1,619.26	\$563.34	\$1,055.92	\$369.00	\$1,056.00

Worksheet 3 - Joint Physical Custody (1 Child)

Line	Description	Mother	Father
1	Each Parent's Percent Contribution	34.79%	65.21%
2	Monthly Support (Worksheet 1 Line 7)		\$1,425.00
3	Joint Physical Support (Line 2 * 1.5)		\$2,137.50
4	Each Parent's Share (Line 1 * Line 3)	\$743.64	\$1,393.86
5	No. Days Custody	183	182
6	Percentage of Year (Line 5 / 365)	50.14%	49.86%
7	Mother's Obligation to Father	\$370.78	
8	Father's Obligation to Mother		\$698.88
9	Father's Obligation for Support		\$328.11
10	Children's Health Insurance Premium	\$194.26	\$0.00
11	Combined Children's Health Insurance Premiums		\$194.26
12	Each Parent's Share of Premium (Line 11 * Line 1)	\$67.58	\$126.68
13	Amount of Premium Paid (Line 10)	\$194.26	\$0.00
14	Amount Owed to Other Parent (Line 12 - Line 13)	\$0.00	\$126.68
15.a	Which Parent Owes Basic Support		Father
15.b	Which Parent Owes for Health Insurance		Father
15.c	Does the Same Parent Owe on Lines 15a and 15b		Yes
16	Total Support Owed by Father (rounded)		\$455.00

CERTIFICATE OF SERVICE

I, the undersigned, certify that on November 2, 2015 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Keith S Filewicz
ksflwz@cox.net

Angela H Heimes
Angela@HeimesLaw.com

Date: November 2, 2015

BY THE COURT:

John M. Friend
CLERK

