

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THACH PHAM,	)	CASE NO. CI 11-1935
	)	
Plaintiff,	)	
	)	
vs.	)	TEMPORARY ORDER
	)	
MYMY NGUYEN,	)	
	)	
Defendant.	)	

THIS ORDER came on for hearing on the 30<sup>th</sup> day of August, 2011 upon the Motion for Temporary Custody and Child Support of the Plaintiff and the Motion for Temporary Custody of the Defendant. The Plaintiff was present and represented by his attorney, Terrence A. Poppe; the Defendant was present and represented by her attorney, Teresa Skretta Richards. The parties advised the Court that they had reached an agreement with respect to the issues raised in their respective motions and the Court, being fully advised in the premises, finds and Orders as follows, to-wit:

1) That the temporary legal custody of the minor child of the parties; namely Liyah M. Nguyen, shall be awarded jointly to the Plaintiff and Defendant, with her temporary physical custody awarded to the Defendant, subject to the Plaintiff's reasonable rights of parenting time as follows:

- a) Every other weekend from Wednesday after school until Monday at 8:00 a.m.;
- b) Every other Wednesday from after school until 8:00 p.m.

LANCASTER COUNTY  
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2) The Plaintiff shall pay, through the Nebraska Child Support Payment Center, in advance, commencing as of the 1st day of <sup>September TR</sup> November 2011 and continuing on the 1st day of each month thereafter, for the support of the minor child of the parties hereto, the sum of 454.<sup>00</sup> per month for one (1) minor child. Such amount shall be paid by the Plaintiff until the 1st day of the month following the month in which the minor child marries, enters the military service, reaches the age of 19, dies, or is emancipated, whichever occurs first.

Payments shall be made to the Nebraska Child Support Payment Center, P.O. Box 82208, Lincoln, Nebraska 68501-2208. All payments must include the name and Social Security Number of the payor and the court case number and county.

Plaintiff is ordered to comply with the terms and provisions of §43-1718.02, as amended, and the Plaintiff shall prepare and forward a Notice to Withhold Income to the Plaintiff's employer pursuant to said statute and said employer shall comply with the terms and provisions of said Notice to Withhold Income.

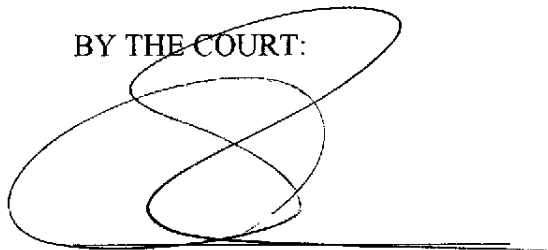
In the event Plaintiff fails to pay any support as such failure is certified each month by the Clerk of the Lancaster County District Court in which court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, he may be required to appear in court 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. Delinquent child or spousal support shall accrue interest at the following rate: 2.66 % .

3) That the Plaintiff and Defendant shall each pay one-half of any expenses for daycare, school lunches and extra-curricular activities.

4) Plaintiff shall provide health insurance for the minor child of the parties so long as it is available to her through her employer. The Defendant shall pay the first \$480 of any uncovered health care costs for the child, each calendar year. The parties agree to divide equally all reasonable and necessary child's health and dental care costs over and above the first \$480 for each calendar year which shall be paid by the Defendant. Health care shall include medical, surgical, psychological, psychiatric, optometric, and any and all medical medicines, eye glasses, contacts, or any other form of prescribed equipment useful in maintaining, improving, or restoring health. The Plaintiff and Defendant shall provide the other with the name of the insurance company, address, policy number, and claim forms and assist the other in the processing of any claim or claims. Each party shall reimburse the other, as necessary, for any uninsured expenses within thirty (30) days of receipt of the statement for the same.

5) The issue of retroactive child support is reserved, pending final hearing.

BY THE COURT:

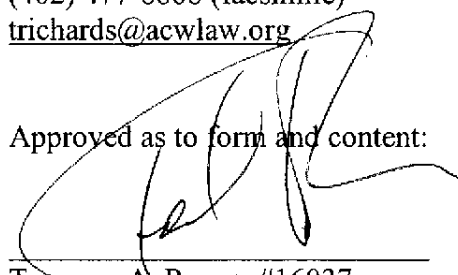
A handwritten signature in black ink, consisting of a large, stylized 'K' and 'F' intertwined, written over a horizontal line.

Honorable Karen B. Flowers  
District Court Judge

Prepared by:

**Teresa Skretta Richards, #20785**  
ANDERSON, CREAGER &  
WITTSTRUCK, P.C., L.L.O.  
1630 K Street  
Lincoln, NE 68508  
(402) 477-8800  
(402) 477-8868 (facsimile)  
[trichards@acwlaw.org](mailto:trichards@acwlaw.org)

Approved as to form and content:

A handwritten signature in black ink, appearing to be 'T. Poppe', written over a horizontal line.

Terrance A. Poppe, #16037  
Attorney for the Plaintiff

## Worksheet 1

## BASIC NET INCOME AND SUPPORT CALCULATION

Case: Pham vs. Nguyen Date: 10/18/2011

One Child Custody: Mother

	<u>Mother</u>	<u>Combined</u>	<u>Father</u>
1. Total monthly income from all sources	\$1,171.00		\$3,083.00
Total Monthly Income (Non Taxable)	\$0.00		\$0.00
2. Deductions	2	Exemptions	1
a. Federal Income Tax	\$0.00		\$310.68
a. State Income Tax	\$0.00		\$105.23
b. FICA Tax	\$89.58		\$235.85
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	\$89.58		\$651.76
Child Tax Credit	\$0.00		\$0.00
3. Monthly net Income	\$1,081.42		\$2,431.24
4. Combined monthly net income		\$3,512.66	
5. Combined annual net income		\$42,151.92	
6. Percent contribution of each parent	30.79%		69.21%
7. Monthly support from table 1		\$835.00	
8. Health insurance premium	\$0.00		\$46.00
9. Total obligation		\$881.00	
10. Each parent's monthly share	\$271.23		\$609.77
11. Each parent's credit for health premium actually paid	\$0.00		\$46.00
12. Each parent's final share of the obligation	\$271.23*		\$563.77
Paragraph § 4-218 Adjusted Monthly Share(*)	\$178.42*		\$563.77*

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

## Worksheet 5

## DEVIATIONS TO CHILD SUPPORT GUIDELINES

This worksheet may be completed by the court and filed with the clerk in the event of a deviation or deviations under § 4-203 of the child support guidelines.

	<u>Mother</u>	<u>Father</u>
1. Net income of the parties as computed under worksheet 1	\$1,081.42	\$2,431.24
2. Combined monthly income		\$3,512.66
3. Percent contribution of each parent:	30.79%	69.21%
4. Monthly support for One Child computed from table 1	\$257.07	\$577.93
5. Health insurance premium	\$0.00	\$46.00
6. Total obligation		\$881.00
7. Each parent's monthly share	\$271.23	\$609.77
8. Each parent's credit for health premium actually paid	\$0.00	\$46.00
9. Each parent's final share of the obligation	\$271.23	\$563.77
10. Further deviations (Specify)(+/-):		
a. Additional parenting time	\$0.00	(\$79.77)
b.	\$0.00	\$0.00
c.	\$0.00	\$0.00
d. Total	\$0.00	(\$79.77)
11. Each parent's monthly share	\$271.23	\$563.77
12. Line 10D	\$0.00	(\$79.77)
13. Adjusted child support	\$271.23	\$484.00

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Dated

District Judge

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THACH PHAM,

Plaintiff,

vs.

MYMY NGUYEN,

Defendant.

Case No. CI 11-1935

**ORDER REGARDING  
PATERNITY AND  
RELATED ISSUES**

THIS MATTER came on for trial this 28<sup>th</sup> day of January, 2013 upon the Complaint for Paternity of the Plaintiff. The Plaintiff was present and represented by his attorney, Terrance A. Poppe; the Defendant appeared and was represented by her attorney, Teresa Skretta Richards. The parties advised the Court that they had entered into a written Financial Plan and Parenting Plan with respect to the issues raised by the Complaint for Paternity and Counter-Claim for Paternity and the Court, being fully advised in the premises, finds and Orders as follows, to-wit:

- 1) That Plaintiff is the natural father of and the Defendant is the natural mother of Liyah N. Nguyen, born September of 2001;
- 2) That the legal care, custody and control of the minor child of the parties shall be awarded jointly to the Plaintiff and Defendant, with physical custody awarded to the Defendant;
- 3) That a Parenting Plan is attached hereto as Exhibit #2 and incorporated by reference as if fully set forth pursuant to the Nebraska Parenting Act and the parties shall abide by its terms and stipulate that such plan is in the child's best interests;

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- 4) That a Financial Plan is attached hereto as Exhibit #1 and incorporated by reference as if fully set forth and the parties shall abide by its terms and stipulate that such plan is in the child's best interests;
- 5) That the Plaintiff shall pay child support in the sum of \$484.00 per month commencing on the first of the month following the entry of the Order and continuing in a like amount on the same day of each month thereafter until said minor child marries, dies, attains majority, becomes emancipated, enters the military or until further Order of this Court. Payments shall be made to the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501-2600. All payments must include the payer's name, payer's Social Security Number, county (Lancaster), and court case number. Delinquent child support shall accrue interest at the rate of 2.1220%;
- 6) That the Defendant shall pay the first \$480.00 per year of any medical, surgical, dental, orthodontic, psychological, psychiatric, or optometric expenses not covered by insurance incurred on behalf of the minor child and each party shall pay one-half thereafter of any medical, surgical, dental, orthodontic, psychological, psychiatric, or optometric expenses not covered by insurance incurred on behalf of the minor child;
- 7) That the Plaintiff shall provide health insurance for and on behalf of the minor child, if available through his current employer or any subsequent employer;
- 8) That the Plaintiff shall be entitled to claim the minor child for dependency exemption purposes for Federal and State income taxes in odd-numbered tax



years and the Defendant shall be entitled to claim the minor child for dependency exemption for Federal and State income taxes in even-numbered tax years. The Plaintiff shall not claim any dependency exemptions at any time when he is not subsequently current on his child support and medical reimbursement obligations for such child as of December 31.

The Court retains jurisdiction to enter such orders as may be necessary, including contempt proceedings or modifications of support, in the event Plaintiff claims dependency exemption at a time when he is not current on his payments of child support and medical reimbursement for such child.

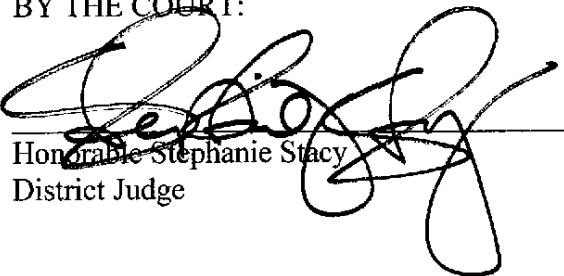
- 9) That the parties to this action ordered to pay a judgment as part of these proceedings, are hereby required to furnish to the Clerk of the District Court of Lancaster County, Nebraska his or her address, telephone number and social security number, the name of his or her employer, whether or not such person has access to employer-related health insurance coverage and, if so, the health insurance policy information, and any other information the Court deems relevant until such judgment shall be paid in full. The parties are also required to advise the Clerk of any changes in such information between the time of entry of the Decree and the payment of the judgment in full. If both parents are parties to the action, each party shall be required to furnish to the Clerk of the District Court whether he or she has access to employer-related health insurance coverage and, if so, the health insurance policy information. Failure to comply with the provisions of this section shall be punishable by contempt.

In the event Plaintiff fails to pay any child support, as such failure is certified each month by the District Court and/or the Nebraska Child Support Payment Center in cases where Court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, he shall 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 the Plaintiff fails to pay and appear as ordered, a warrant shall be issued for his arrest;

- 10) That the Plaintiff shall be subject to income withholding pursuant to the terms and provisions of *Neb. Rev. Stat. §43-1718.02*, as amended, and the Plaintiff shall prepare and forward a Notice To Withhold Income to the Defendant's employer, pursuant to said statute and said employer shall comply with the terms and provisions of said Notice to Withhold Income.

DATED this 11<sup>th</sup> day of March, 2013.

BY THE COURT:

  
Honorable Stephanie Stacy  
District Judge

Prepared by:

Terrance A. Poppe #16027  
MORROW, POPPE,  
WATERMEIER & LONOWSKI, P.C.  
A Limited Liability Organization  
201 North 8th Street, Suite 300  
PO Box 83439  
Lincoln, Nebraska 68501-3439  
(402) 474-1731  
Attorney for Plaintiff

Approved as to form and content:

A handwritten signature in black ink, appearing to be 'T. Skretta', written over a horizontal line.

Teresa Skretta Richards, #20785  
Attorney for Defendant

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THACH PHAM,

Plaintiff,

vs.

MYMY NGUYEN,

Defendant.

Case No. CI 11-1935

EXHIBIT 2

PARENTING PLAN

**A. LEGAL CUSTODY AND PHYSICAL CUSTODY OF THE CHILDREN.**

The legal custody of the minor child of the parties; namely, Liyah M. Nguyen, shall be awarded jointly to the Plaintiff and Defendant, with physical custody awarded to the Defendant.

**B. APPORTIONMENT OF PARENTING TIME VISITATION OR ACCESS TO THE CHILDREN FOR HOLIDAYS, SPECIAL DAYS AND SUMMER.**

The parties represent to the Court that a specific holiday schedule (with the exception of Christmas) is not necessary and the parties are able to agree on a holiday schedule with respect to the minor child.

With respect to the Christmas holiday, they shall divide Christmas as follows:

**The Plaintiff shall have the following holidays in even-numbered years and the Defendant shall have the following holidays in odd-numbered years:**

This holiday shall commence December 25 from 10:00 a.m. and conclude on December 26 at 10:00 a.m.

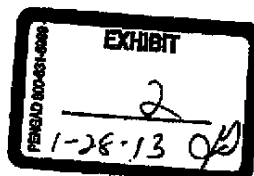
**The Plaintiff shall have the following holidays in odd-numbered years and the Defendant shall have the following holidays in even-numbered years:**

This holiday shall commence at December 24 at 8:00 p.m. and conclude on December 25 at 8:00 p.m.  
Each year:

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DISTRICT COURT



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**Summer:** Commencing summer 2013 the father shall have two one-week periods during the school summer vacation of uninterrupted parenting time. Each week shall be separated by at least one week. The father shall notify the mother, in writing, not later than April 15 of each calendar year of the dates he will exercise his summer parenting time and where the parenting time will take place (i.e., provide the mother with a general itinerary).

The mother shall have two one-week periods during the school summer vacation of uninterrupted parenting time. Each week shall be separated by at least one week. The mother shall notify the mother, in writing, not later than April 30 of each calendar year of the dates she will exercise her summer parenting time and where the parenting time will take place (i.e., provide the mother with a general itinerary).

**C. LOCATION OF THE CHILDREN DURING WEEKDAYS AND WEEKENDS:**

The father shall be allowed reasonable parenting time with the parties' children including, without limitation, the following:

1. Every other weekend beginning on Wednesday at the conclusion of school or school activities, whichever is later, and if school is not in session 4:00 p.m. until the following Monday at 8:00 a.m. or the commencement of school.
2. Every other Wednesday at the conclusion of school or school activities, whichever is later, and if school is not in session 4:00 p.m. until 8:00 p.m.

**D. TRANSITION PLAN**

The father shall pick up the child from the mother at the commencement of each parenting time period and return the child to the mother at the conclusion of each parenting time period described herein. The holiday parenting time schedule shall supersede the regular weekend parenting time schedule. Whenever a holiday parenting time period by the father has superseded a regular weekend parenting time period by such parent, the child shall remain with the mother during the first weekend following such holiday parenting time period and the father's regular weekend parenting time schedule shall resume on the second weekend following such holiday schedule and continue thereafter in accordance herewith. Whenever a holiday

parenting time period by the mother supersedes a regular weekend parenting time by the father, the first weekend following such holiday parenting time period shall be the father's every other weekend parenting time.

**E. DAY TO DAY DECISION MAKING**

The party with physical custody of the child shall have the final say in all day to day decision making relating to the minor child that shall include primacy in the choices regarding the child's education, religious upbringing and medical needs. Recognizing the importance that mutual participation and cooperation play in nurturing the child in a stable and loving environment, the parties shall freely discuss these issues in an effort to reach a consensus of these issues at a meaningful time in advance of such decision. In the event of an impasse, however, the mother shall have the final say of these matters.

**F. PROVISION FOR FUTURE MODIFICATIONS**

In the event of a material change in circumstances not in the contemplation of the parties at the time of the entry of this parenting plan, either party may petition the Court for modification of this plan at anytime in the future.

**G. MAXIMIZATION OF THE SAFETY OF ALL PARTIES AND THE CHILDREN**

The child's best interests require the utmost cooperation between the parties. To this end, neither party shall disparage the other or in any way denigrate the other party, in any activity or communication involving their child. Neither party will inquire of the other's personal affairs through the child. Each party shall cooperate with the other to the fullest extent necessary in order to foster and promote a safe, secure and loving environment for the child.

#### **H. NOTIFICATION REQUIREMENTS**

Both parties shall notify the other party when either party plans to change the residence of the children for more than 30 days and this change would affect the other party's custody, parenting time, visitation or access to the child (except that the address or return address shall only include the county and state for the party who is living or moved to an undisclosed location because of safety concern).

#### **I. ACCESS TO RECORDS AND EMERGENCY DECISION MAKING**

Each parent shall continue to have full and equal access to the education and medical records of his or her child. Either party is authorized to make emergency decisions affecting the health or safety of his or her child while the child is in the physical custody of either parent.

#### **J. PROVISIONS REGARDING SCHOOL**

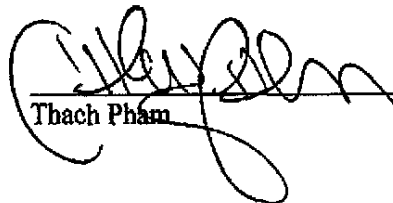
Both parties acknowledge that the minor child's school attendance and progress is an integral part of the education process. In the event the child is absent from or tardy to school, the parent exercising parenting time when such absence or tardy occurs shall promptly notify the other parent of the same and the reason for said absence or tardy. In the event a parent shall receive oral or written notification from the child's teacher, counselor or administration that the child is not progressing appropriately in school, such parent shall promptly notify the other of such oral notification and promptly forward a copy of such written notification to the other parent.

Unless mutually agreed to the contrary the minor child shall attend school in Lincoln, Nebraska.

**K. PROVISION REGARDING EXTRA-CURRICULAR ACTIVITIES**

Both parties shall inform one another reasonably in advance of all events where a parent may participate in the child's activities or events (for example, school plays, teacher conferences, sporting events, music recitals, etc.) Notice shall be provided in such a way that the other parent have the maximum opportunity to attend that activity or event as it is important to the child's developmental process. The parties recognize the importance of extra-curricular activities for the child and their child's wishes and desires with regard to those activities shall be considered to be of paramount importance.

1-18-13  
Date

  
Thach Pham

12-28-12  
Date

  
Mymy Nguyen



IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THACH PHAM,

Plaintiff,

vs.

MYMY NGUYEN,

Defendant.

Case No. CI 11-1935

EXHIBIT 1

FINANCIAL PLAN

A. CHILD SUPPORT

The Plaintiff shall pay child support in the sum of \$484.00 per month commencing on the first of the month following the entry of the Order and continuing in a like amount on the same day of each month thereafter until said minor child marries, dies, attains majority, becomes emancipated, enters the military or until further Order of this Court. Payments shall be made to the Nebraska Child Support Payment Center, P.O. Box 82600, Lincoln, Nebraska 68501-2600. All payments must include the payer's name, payer's Social Security Number, county (Lancaster), and court case number. Delinquent child support shall accrue interest at the rate of \_\_\_\_\_%.

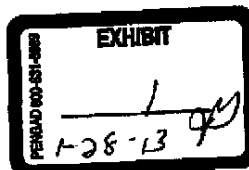
B. MEDICAL CARE

The Defendant shall pay the first \$480.00 per year of any medical, surgical, dental, orthodontic, psychological, psychiatric, or optometric expenses not covered by insurance incurred on behalf of the minor child and each party shall pay one-half thereafter of any medical, surgical, dental, orthodontic, psychological, psychiatric, or optometric expenses not covered by insurance incurred on behalf of the minor child.

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C. HEALTH INSURANCE

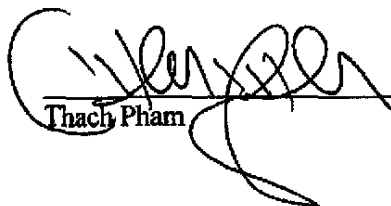
The Plaintiff shall provide health insurance for and on behalf of the minor child, if available through his current employer or any subsequent employer at a reasonable cost.

D. DEPENDENCY EXEMPTIONS

The Plaintiff shall be entitled to claim the minor child for dependency exemption purposes for Federal and State income taxes in <sup>odd YR TP</sup> ~~even~~-numbered tax years and the Defendant shall be entitled to claim the minor child for dependency exemption for Federal and State income taxes in <sup>even YR TP</sup> ~~odd~~-numbered tax years. The Plaintiff shall not claim any dependency exemptions at any time when he is not current on his child support obligation and medical support obligation for such child or children as of December 31 of the appropriate tax year.

The Court retains jurisdiction to enter such orders as may be necessary, including contempt proceedings or modifications of support, in the event Plaintiff claims dependency exemption at a time when he is not current on her payments of support for any such child or children.

1-18-13  
Date

  
Thach Pham

12-28-12  
Date

  
Mymy Nguyen

## Worksheet 1

## BASIC NET INCOME AND SUPPORT CALCULATION

Case: Pham vs. Nguyen Date: 10/18/2011

One Child Custody: Mother

	<u>Mother</u>	<u>Combined</u>	<u>Father</u>
1. Total monthly income from all sources	\$1,171.00		\$3,083.00
Total Monthly Income (Non Taxable)	\$0.00		\$0.00
2. Deductions	2	Exemptions	1
a. Federal Income Tax	\$0.00		\$310.68
a. State Income Tax	\$0.00		\$105.23
b. FICA Tax	\$89.58		\$235.85
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	\$89.58		\$651.76
Child Tax Credit	\$0.00		\$0.00
3. Monthly net Income	\$1,081.42		\$2,431.24
4. Combined monthly net income		\$3,512.66	
5. Combined annual net income		\$42,151.92	
6. Percent contribution of each parent	30.79%		69.21%
7. Monthly support from table 1		\$835.00	
8. Health insurance premium	\$0.00		\$46.00
9. Total obligation		\$881.00	
10. Each parent's monthly share	\$271.23		\$609.77
11. Each parent's credit for health premium actually paid	\$0.00		\$46.00
12. Each parent's final share of the obligation	<u>\$271.23*</u>		<u>\$563.77</u>
Paragraph § 4-218 Adjusted Monthly Share(*)	\$178.42*		\$563.77*

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

## Worksheet 5

## DEVIATIONS TO CHILD SUPPORT GUIDELINES

This worksheet may be completed by the court and filed with the clerk in the event of a deviation or deviations under § 4-203 of the child support guidelines.

	<u>Mother</u>	<u>Father</u>
1. Net income of the parties as computed under worksheet 1	\$1,081.42	\$2,431.24
2. Combined monthly income		\$3,512.66
3. Percent contribution of each parent:	30.79%	69.21%
4. Monthly support for One Child computed from table 1	\$257.07	\$577.93
5. Health insurance premium	\$0.00	\$46.00
6. Total obligation		\$881.00
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9. Each parent's final share of the obligation	\$271.23	\$563.77
10. Further deviations (Specify)(+/-):		
a. Additional parenting time	\$0.00	(\$79.77)
b.	\$0.00	\$0.00
c.	\$0.00	\$0.00
d. Total	\$0.00	(\$79.77)
11. Each parent's monthly share	\$271.23	\$563.77
12. Line 10D	\$0.00	(\$79.77)
13. Adjusted child support	\$271.23	\$484.00

Dated

District Judge