

**ROMANOWSKI LAW OFFICES**  
**475 Main Street – 2<sup>nd</sup> Floor**  
**Metuchen, NJ 08840**  
**(732) 603-8585**  
*Attorney for Plaintiff*

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*Plaintiff*

Rhonda P. Webber

vs.

*Defendant*

Ronald Webber

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**SUPERIOR COURT OF NEW JERSEY**  
**CHANCERY DIVISION**  
**FAMILY PART**  
**MIDDLESEX COUNTY**  
**Docket No. FM-12-0000-00-Z**  
**CIVIL ACTION**  
**ORDER**

This matter being opened to the Court on \_\_\_\_\_,  
pursuant to Plaintiff's Motion dated \_\_\_\_\_, the  
Plaintiff being represented by Curtis J. Romanowski, Esq. for  
*Romanowski Law Offices* and the Defendant being represented by R.  
Nice Guy, Esq. and the Court having considered the pleadings filed  
and the argument of counsel, and having found that the Plaintiff  
has approximate total net income of \$\_\_\_\_\_ per week, the  
Defendant has approximate total net income of \$\_\_\_\_\_ per  
week, the Plaintiff has approximate weekly needs of \$\_\_\_\_\_ and  
the Defendant has approximate weekly needs of \$\_\_\_\_\_, and  
good cause being shown therefore;

It is on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**ORDERED** as follows:

**Custody &  
Parenting  
Time**

1. The Plaintiff shall have temporary custody of the two (2) children born of the marriage who reside with her, subject to reasonable parenting time by the Defendant as follows:

**SHORT:**

2. Defendant shall have the children with him on alternate weekends and on \_\_\_\_\_ from \_\_\_\_\_ P.M. to \_\_\_\_\_ P.M.; etc.

**LONG:**

3. Defendant shall have the right to parenting time with Stephanie Webber, born February 17, 1989, age 16; and Michael Webber, born September 22, 1996, age eight, the infant children of the marriage, every other weekend from 6:00 p.m. on Friday to 6:00 p.m. on Sunday, commencing and terminating at the residence of the Plaintiff. Defendant shall also have the right to parenting time with the children on one week day every other week, from 6:00 p.m. to 7:00 a.m. the following morning, commencing at the residence of the Plaintiff and terminating either at the residence of the Plaintiff or at the school(s) at which the children are attending, provided that

Defendant adequately prepares the children for school and ensures proper attendance.

4. Defendant shall also have parenting time alternating the following holidays: New Year's Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas. The Wife will have the children on Mother's Day, while the Husband will have the children on Father's Day. Holiday visitations shall also take place between 9:00 a.m. and 7:00 p.m. Further, Defendant shall be accorded parenting time every other year on each child's birthday.

5. Finally, Defendant shall have the right to take the children on a summer vacation, no longer than two (2) weeks in duration, during which time the children shall remain with him and he shall bear all expenses for the children's maintenance and support.

6. Nothing contained in this Agreement shall be construed as an obligation on the part of the Defendant to accept parenting time with the children at the time for the periods indicated. The intention of the parties is that the Defendant's right of parenting time shall be entirely optional with him and should he so

desire, he may waive the privilege of parenting time on any occasion for any reason without waiving his rights to future parenting time. The Defendant shall, however, give the Plaintiff twenty-four (24) hours' notice of any parenting time he does not intend to utilize.

**Support**

7. The Defendant shall pay, *Pendente Lite*, the weekly sum of \$ \_\_\_\_\_, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, allocated as follows:

a. Unallocated support for the movant and children; \$ \_\_\_\_\_.

b. As support for the two (2) children born of the marriage, allocated \$ \_\_\_\_\_ per child; \$ \_\_\_\_\_.

c. As support for Plaintiff; \$ \_\_\_\_\_.

All support payments shall be made without tax consequences to either party. There shall be no abatement of the support order for children by reason of any overnight parenting time or vacation period.

**Probation  
Payments  
OR  
Direct  
Payments**

8. Payments shall be made through the \_\_\_\_\_ County Probation Office, and two (2) copies of this order shall, within 24 hours be filed with the Probation office of the

County of \_\_\_\_\_, together with information concerning the addresses of both parties and their telephone numbers, if known, and the place of employment, if known, of the Defendant. Payment shall be subject to a late interest charge at the rate prescribed by R. 4:42-11(a); and this order may be enforced by an income execution upon the commissions, earnings, salaries, wages and other current or future income of the payor should the arrearages of the payor be in the amount payable for fourteen days of support. The parties shall notify the appropriate Probation Office of any change of employer or address within ten (10) days of the change. Failure to provide information as to change of employer or address shall be considered a violation of the order.

9. Defendant shall make all payments directly to Plaintiff, until such time as the Probation Department account is established and ready for transactions.

**DIRECT:**

10. Defendant shall make all payments directly to Plaintiff.

**Roof Expenses**

11. Effective \_\_\_\_\_, 20\_\_, Defendant shall pay the following expenses for the matrimonial domicile located at 22 Happenstance Drive, Dissolution, NJ 08840:

- a. Mortgage;
- b. taxes;
- c. homeowner's insurance;
- d. repairs and maintenance, not to exceed \$\_\_\_\_\_ per month and all ordinary maintenance and repairs. Ordinary maintenance and repairs shall be considered any single incident of maintenance or repair not costing more than \$250 per incident. Extraordinary repairs shall only be undertaken after consultation and consent except in cases of emergency.

**Transport**

12. The Defendant shall supply to the Plaintiff an automobile and:

- a. make all loan or lease payments;
- b. pay insurance for automobile; and
- c. pay for repairs and maintenance.

**Health Care**

13. The Defendant shall continue to maintain and carry Blue Cross, Blue Shield and Major Medical insurance or its equivalent for the benefit of the Plaintiff and children, and in addition thereto, the Defendant shall be responsible for

all reasonable and necessary medical, dental, pharmaceutical and optical expenses for the Plaintiff and children.

**ALTERNATE:**

14. The Court requires the Defendant to maintain health insurance for the Plaintiff and children and to pay ^% and the Plaintiff to pay ^% of the non-covered medical, dental, orthodontia, psychotherapy, prescription drug and eye glass expenses for the Plaintiff and minor children *pendente lite*.

**EITHER:**

15. Neither party shall incur any expenses in excess of \$250 for a single treatment, incident or illness without the other party's prior consent, unless it is emergent.

**Life  
Insurance**

16. The Defendant shall continue to keep in full force and effect, life insurance, and not change the Plaintiff as the beneficiary thereon on the condition that either the Plaintiff or the children must be designated as beneficiaries if some other person is now designated as beneficiary.

**ALTERNATE:**

17. Defendant shall maintain Plaintiff as primary beneficiary on his existing life insurance, *pendente lite*, to reinstate any life insurance that he may have canceled, to continue to pay for her disability insurance, and to provide written proof that he has done so.

**Marital Assets**

18. Neither party shall dispose of, or otherwise liquidate or pledge any of the marital assets.

**Other**

19. The Court appoints ^ \_\_\_\_\_, D. Psy. to evaluate the family with regard to the disputed issues of custody and time-sharing, and directs the Defendant to pay \_\_\_% of the cost and the Plaintiff to pay \_\_\_% of the cost.

20. Plaintiff is granted exclusive possession of the former marital home located at 22 Happenstance Drive, Dissolution NJ 08840. Defendant is barred from entry into said home, except with the prior approval of Plaintiff.

21. The Court appoints \_\_\_\_\_ to appraise the value the parties' marital home in \_\_\_\_\_ and the parties' summer home in \_\_\_\_\_, and directs the Defendant to pay \_\_\_% of the cost and the Plaintiff to pay \_\_\_% of the cost.



22. No adult person of the opposite sex not related by blood or marriage shall reside in the marital domicile occupied by the children or be present during overnight parenting time.

23. Further, the Defendant shall be restrained and enjoined from making any voluntary contributions from his salary, particularly to his 401K plan, to the extent that such contributions might impede his present ability to satisfy his current obligations, including child and spousal support obligations.

**Hold  
Harmless  
Agreements**

24. Defendant shall sign an indemnification agreement holding the Plaintiff harmless from any additional tax liability or penalty resulting from Defendant's separate filings for the year 20\_\_.

**Compensatory  
Damages**

25. The Defendant shall reimburse the Plaintiff for the following items, as and for compensatory damages under *N.J.S.A. 2C:25-29 b. (4)*:

a. \$3000 representing the cost of food and household supplies that Defendant removed from Plaintiff's home following the parties' separation;

b. \$942.34 representing the cost of changing Plaintiff's household locks.

**Releases**

26. Defendant shall execute releases to \_\_\_\_\_, his current employer, and to \_\_\_\_\_ and \_\_\_\_\_, as well as to any and all banks and lending institutions with which Defendant currently has accounts, or has at any time had accounts during the course of the parties' marriage, since February 14, 1985, including, but not limited to the entities that had administered or currently administer Defendant's 401K plan, as well as Defendant's student loan or loans.

**Attorney's Fees**

27. The Defendant shall pay to Curtis J. Romanowski, Esq., attorney for Plaintiff, a counsel fee, *Pendente Lite*, in the sum of \$\_\_\_\_\_ within \_\_\_\_\_ days.

Take notice that payments shall be subject to a late interest charge at the rate prescribed by R. 4:42-11(a) unless the Court, for good cause shown, otherwise orders. Please also take notice that this order may be enforced by an income withholding upon the commissions, earnings, salaries, wages and other current or future income of the obligor and that any payment or installment of an order for child support or those portions of an Order which are allocated for child support shall be fully enforceable and entitled to full faith and credit and shall be a judgment by operation of law on or after the date it is due.

Take further notice that the child support provisions of this order shall be enforced by an income withholding upon the current or future income due from the obligor's employer or successor employers and upon the employment compensation benefits due the obligor and against debts, income, trust funds, profits or income from any other source due the obligor except as provided in Section 3 of P.L. 1981, C.417.

Notice is hereby given, however, that should the obligor be delinquent in payments of child support as required by this order by more than 14 days under the terms of this Order, upon application to the appropriate probation office, proceedings for the issuance of a wage execution pursuant to *N.J.S.A. 2A:17-56, et seq.*, may be commenced. Said execution may be upon the commissions, earnings, salary, wages and other current future income received by the Defendant from his/her employer or successive employers.

It is further ordered that both Plaintiff and Defendant are hereby required to notify the Middlesex County Probation Office of any change of employer or change of address within ten days of such change. Failure to provide this information shall be considered a violation of this Order.

Please take notice that failure to comply with the custody provisions of this Court Order may subject you to criminal penalties under *N.J.S.A. 2C:13-4, Interference with Custody*. Such criminal penalties include but are not limited to imprisonment, probation and/or fines.

Si usted deja de cumplir con las clausulas de custodia de esta orden del tribunal, puede estar sujeto (sujeta) a castigos criminales conforme a *N.J.S.A. 2C:13-4, Interference with Custody (Obstruccion de la Custodia)*. Dichos castigos criminales incluyen pero no se limitan a encarcelamiento, libertad a prueba, multas o una combinacion de los tres.

**IT IS FURTHER ORDERED** that a copy of this Order and the annexed certification be served upon R. Nice Guy, Esq., attorney for the Defendant, within 7 days after the date hereof.

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Justin T. Solomon, J.S.C.

This Motion was:

Opposed

Unopposed