

**CASE NO. S 25-0551**

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**IN THE SUPREME COURT OF THE STATE OF NEBRASKA**

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**IN RE INTEREST OF JORDON BELMER  
Children Under Eighteen Years of Age.**

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**APPEAL FROM THE COUNTY COURT  
OF DODGE COUNTY, NEBRASKA**

**The Honorable Thomas J. Klein, County Court Judge**

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**BRIEF OF APPELLANT**

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**PREPARED AND SUBMITTED BY:**

LISA M. GONZALEZ, #23635  
JOHNSON & PEKNY LLC  
300 South 19<sup>th</sup> Street, Suite 212  
Omaha, NE 68102  
[gonzalez@johnsonpeknylaw.com](mailto:gonzalez@johnsonpeknylaw.com)  
Telephone No. (402) 344-4450  
ATTORNEYS FOR APPELLANT

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## I. TABLE OF AUTHORITIES

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## II. STATEMENT OF JURISDICTION

Appellant, Leah Belmer (“Leah”), natural mother of Jordon Belmer (“Jordon”), appeals from an Order issued on June 11, 2025, by the County Court of Dodge County, Nebraska, denying Appellant’s Motion to Rescind Order Terminating Parental Rights to her minor child, Jordon Belmer. (T504-545). In the June 11, 2025, Order, the Court found that Leah failed to prove, by a preponderance of the evidence, that: the Voluntary Relinquishment she executed in this matter resulted from fraud, coercion, duress, or threats; that the Voluntary Relinquishment she signed in the matter was not freely, voluntarily, and knowingly executed; that she received ineffective counsel; or that she was denied her Due Process Rights when executing her Voluntary Relinquishment. (T544). Therefore, the Court

denied Leah's Motion to Rescind Order Terminating Parental Rights. (T544).

Notice of Appeal was filed with the Court on July 8, 2025, and an Order granting Appellant's Motion to Proceed in Forma Pauperis was signed by the Honorable Thomas J. Klein, County Court Judge, on July 11, 2025. An affidavit signed by Leah was filed with the County Court on July 8, 2025. This Court thus has jurisdiction over the present appeal pursuant to Nebraska Revised Statutes, §§ 25-1901, 25-1911, 25-1912, and 43-245. This appeal is authorized by Neb. Rev. Stat. § 43-2,106.01.

### **III. STATEMENT OF THE CASE**

#### **A. Nature of the Case**

This is an appeal from a finding and order of the County Court of Dodge County Court ("County Court"). On June 19, 2023, the County Court first issued an Order Denying Mother's Motion to Rescind Order Terminating Parental Rights. (T359-362). Counsel for Leah filed a timely appeal on June 19, 2023, of the County Court's Order. (T388). On June 28, 2024, the Nebraska Supreme Court reversed and remanded this case for further proceedings. (T422-438). A hearing on the issues in the Motion to Rescind Order Terminating Parental Rights was held on March 7, 2025. (T502-503). On June 11, 2025, the County Court of Dodge County, Nebraska, issued an order, finding by a preponderance of the evidence that Leah failed to demonstrate each of the four issues she alleged in her Motion to Rescind Court Order Terminating Parental Rights, and the Court denied Leah's Motion to Rescind Order Terminating Parental Rights. (T504-545).

#### **B. Issues Tried**

In this matter, the Court considered four issues. The first issue of whether Leah established by a preponderance of the evidence that the Voluntary Relinquishment she executed in this matter resulted

from fraud, coercion, duress, or threats. The second issue of whether Leah established by a preponderance of the evidence that the Voluntary Relinquishment she signed in the matter was not freely, voluntarily, and knowingly executed by Leah. The third issue of whether Leah established by a preponderance of the evidence that she received ineffective assistance of counsel. The fourth issue of whether Leah established by a preponderance of the evidence that she did not receive her Due Process Rights when she executed her Voluntary Relinquishment.

### **C. How the Issues Were Decided**

On June 11, 2025, the County Court of Dodge County, Nebraska, issued an order, finding by a preponderance of the evidence that Leah failed to demonstrate each of the four issues she alleged in her Motion to Rescind Court Order Terminating Parental Rights, and the Court denied Leah's Motion to Rescind Order Terminating Parental Rights. (T504-545).

### **D. Standard of Review**

Juvenile cases are reviewed *de novo* on the record. The appellate court is required to reach a conclusion independent of the trial court's findings. *In re Interest of Angelica L. and Daniel L.*, 277 Neb. 984, 767 N.W.2d 74 (2009).

## **IV. ASSIGNMENTS OF ERROR**

- I. The County Court erred in finding by a preponderance of the evidence that Leah Belmer's relinquishment of parental rights did not result from fraud, coercion, duress, or threats.

- II. The County Court erred in finding by a preponderance of the evidence that Leah Belmer’s relinquishment of parental rights was knowingly, intelligently, and/or voluntarily executed.

## V. PROPOSITIONS OF LAW

1. “The burden is on a natural parent challenging the validity of a relinquishment of parental rights to prove that it was not voluntarily given.” *In re Interest of Zoey S.*, 22 Neb. App. 371, 853 N.W.2d 225, 232 (2014) (See *Auman v. Toomey*, 220 Neb. 70, 368 N.W.2d 459 (1985)).
2. “A relinquishment of parental rights is considered valid if it is executed “in the absence of threats, coercion, fraud, or duress,” and is “signed by a natural parent knowingly, intelligently, and voluntarily.” *Monty S. v. Jason W.*, 290 Neb. 1048, 1052-53, 863 N.W.2d 484, 489 (2015) (citing *Yopp v. Batt*, 237 Neb. 779, 467 N.W.2d 868 (1991)).
3. “Stress alone, whether financial or personal, does not rise to the level of duress that would negate a valid relinquishment.” *Hensman v. Parsons*, 235 Neb. 872, 876, 458 N.W.2d 199 (1990); See *Gaughan v. Gilliam*, supra; *Auman v. Toomey*, 220 Neb. 70 (1985); *Kane v. United Catholic Social Services*, 187 Neb. 467 (1971).
4. “A relinquishment conditioned upon the retention of some parental rights is invalid.” *Monty S. v. Jason W.*, 290 Neb. 1048, 1053, 863 N.W.2d 484 (2015) (quoting *McCormick v. State*, 218 Neb. 338 (1984)).
5. The appellant’s “somewhat unsettled state of mind” and her struggle with “depression at the time of the relinquishments” is

insufficient to render the relinquishments invalid. *Hensman v. Parsons*, 235 Neb. 872, 876, 458 N.W.2d 199 (1990); See *Gaughan v. Gilliam*, supra; *Auman v. Toomey*, 220 Neb. 70 (1985); *Kane v. United Catholic Social Services*, 187 Neb. 467 (1971).

## VI. STATEMENT OF FACTS

On September 28, 2020, the State of Nebraska filed a Motion for Temporary Order for Custody. (T1). The motion sought to remove minor child, Jordon Belmer (“Jordon”), from the custody of his biological parents, Leah Belmer (“Leah” or “Mother”) and Allen Belmer (“Allen”), and place him into the custody of the Department of Health and Human Services (“DHHS” or “Department”). (T1). Through a Petition filed with the County Court, the State alleged that the minor child came within the meaning of Neb. Rev. Stat. § 43-247(3)(a). (T10-12).

On July 14, 2021, counsel for Leah filed a Motion for Change of Placement, requesting that Jordon be placed with his paternal cousin Rita Pospishil (“Rita”). (T43-44). Subsequent to the kinship placement request, Leah signed a Relinquishment of Child by Parent document on November 29, 2022, to relinquish her parental rights over Jordon. (T297). The relinquishment document was accepted by DHHS on January 9, 2023. (T296). On April 17, 2023, the County Court withdrew counsel for mother, Adam Tripp, from the case. (T306).

The County Court entered an Order Terminating Parental Rights by Relinquishment on April 21, 2023. (T311-312). However, on May 14, 2023, Leah filed a pro-se Motion to Rescind Order Terminating Parental Rights. (T326-327). Leah argued for the Court to rescind the order terminating her parental rights on the grounds that: (1) Leah signed the voluntary relinquishment under duress; (2) Leah consented to signing the voluntary relinquishment due to promises made by Rita regarding housing and continued contact with Jordon; (3)

Leah was coerced into her request for Jordon to be placed with Rita; (4) Leah received ineffective assistance of counsel; (5) Leah's developmental disability required the assignment of a Guardian ad Litem and her request for such assistance was ignored by the State; and (6) Leah failed to possess the sufficient mental capacity to execute the voluntary relinquishment. (T326-327). On June 19, 2023, the County Court issued an Order Denying Mother's Motion to Rescind Order Terminating Parental Rights. (T359-362).

On July 19, 2023, counsel for Mother filed a Notice of Appeal regarding the County Court's Order Denying Mother's Motion to Rescind Order Terminating Parental Rights. (T388). The appeal was accepted and reviewed by the Nebraska Supreme Court. On June 28, 2024, the Nebraska Supreme Court issued a decision to reverse and remand the case for further proceedings, due to the Court's finding that Leah was not provided a meaningful hearing on her motion challenging the validity of the relinquishment of her parental rights. (T422-438).

During a hearing on September 23, 2024 the Court appointed Counsel for Leah, however notice was not provided to Counsel. (T449-450). The Court issued a subsequent Order Appointing Counsel on December 5, 2024. (T454-455). At the hearing on September 23, 2024, the State requested that a Guardian Ad Litem (GAL) also be appointed to Leah and both Counsel for DHHS and the Guardian Ad Litem for Jordon joined in the request. The Court granted the request and noted that a GAL would be appointed to Leah, but did not appoint a GAL in the Order issued from the September 23, 2024 hearing. (T454-455). Counsel for the Mother subsequently filed a Motion requesting the appointment of a Guardian Ad Litem for Leah on December 17, 2024. (T457-458). The Motion was granted after a hearing held on December 18, 2024 and a Guardian Ad Litem for the Mother was appointed. (T463-464).

On March 7, 2025, a hearing on the Mother's Motion to Rescind Voluntary Relinquishment of Parental Rights was held. (6: 1-2).

Counsel for Leah motioned for witnesses to be sequestered, which the Court granted. (6: 8-11).

*Leah Belmer's Testimony*

Counsel for Leah Belmer called its' first witness, Leah Belmer. (14: 10-11). Leah testified to being the biological mother of minor child, Jordon. (14:24-25, 15:1-2). Leah also testified that she understood the purpose of the court proceeding was to reinstate her parental rights as Jordon's mother. (15:7-13). Leah asserted that she filed a pro-se motion regarding rescinding her relinquishment of parental rights, as she was legally unrepresented at the time she filed the motion; however, she could not recall the details of her motion. (15:14-22).

Leah testified to the relationship with her ex-husband, Allen Belmer ("Allen"), confirming that they were married for approximately 15 years. (16:2-6). Leah recalled that the relationship between her and Allen was fine in the beginning; however, as the years went on and the couple had children, the relationship started to deteriorate and worsen. (16:15-19). Leah and Allen had four children during their relationship: Jacob, Zachary, Lucas, and Jordon. (16:20-25, 17:1-2). Leah testified that the minor children, Jacob and Lucas, resided in the custody of Leah's parents; Jordon was placed in the care of Rita; and Zachary, was deceased. (17:7-13). Leah explained that her relationship with Allen began to worsen, as he would isolate Leah from her family and forbid her to contact or visit her parents, sister, and grandparents. (17:20-24). Leah further testified that Allen wouldn't allow her to spend time with her friends or leave their home unless Leah abided by curfews that Allen would set for her. (31:16-20). Essentially, Leah felt like a prisoner in her own home. (31:20).

Leah testified that Allen would weaponize her mental health issues against her, claiming that Leah was incapable of raising Jordon by herself, and she would not be able to care for Jordon if she chose to end the relationship with him. (21:17-24). Leah had been diagnosed with depression and anxiety at the age of fifteen, she received services

through an Omaha company called Region 6. (22:19-25, 23:1-2). Region 6 assisted Leah with services that would prepare her for adulthood, such as budgeting and learning how to manage her money in order to care for herself. (23:3-9). Leah also testified that she had been receiving disability for her mental health since she was 19 years old. (22:4-9). Leah received disability funding through Guardian Angels, a neutral payee, which would assist Leah in paying her rent, phone bill, and grocery expenses every month. (25:9-17). Additionally, Leah resided in housing through YES House, a youth emergency service in Omaha, Nebraska, prior to meeting Allen. (25:4-6). However, Leah confirmed that she quit working with Region 6 around the age of 21, because Allen demanded that she stop. (23:20-25). Leah claimed that Allen was adamant about the services being worthless and insisted that Leah let Allen help manage her money. (24:4-12). Leah also stopped receiving disability funding from Guardian Angels around the age of 24 because Allen insisted on wanting to be the managing payee for Leah. (25:21-23, 26:22-25, 27:1-2). Leah testified that Allen was not permitted to become her payee and was not able to access to her disability funds. (27:18-22).

Leah went on to testify that she believed the goal of the permanency plan for Jordon was for reunification and for Jordon to return home. (18:3-6). Leah stated that she worked with DHHS and her assigned caseworker, Jack Leonard, to achieve reunification with Jordon. (18:7-10, 19:2-4). Leah learned and practiced basic parental skills, such as feeding, changing and understanding an infant's needs, so that she would be able to care for Jordon properly. (18:11-18). Despite the fact that Leah and Allen were in a relationship and were both required to work on services together, Leah testified that she was the only parent making an active effort to reunify with Jordon, as she worked with DHHS on her own. (19:19-25, 20:1-4). Leah testified that DHHS did not require her to take any parenting classes or domestic violence classes, but DHHS did have Leah complete an IQ mental evaluation. (18:19-25, 19:1, 20:17-20).

Regarding the allegations of threatening behavior by Allen set forth in Leah's Motion to Rescind, Leah testified that Allen had threatened her life and was physically aggressive with her about transferring custody of the minor child, Jordon, to Rita. (27:23-25, 28:2-4). Leah further testified that Allen would also frequently verbally degrade her as a mother and resort to name calling. (28:10-12). Leah stated that she refrained from informing her caseworker, or anyone else for that matter, about Allen's threatening behavior because she believed that if Allen was confronted, he would lie. (28:16-25), Leah recounted three separate occasions during her relationship with Allen that she sought a protection order. (29:1-17). Two protection orders were denied due to lack of evidence. (29:13-14). One protection order was granted; however, Leah requested the court to withdraw the protection order because Allen and Rita were promising to allow Leah to visit Jordon in return for dropping the protection order. (29:15-25, 30:1-13).

Further, Leah testified that Allen did not permit her to speak with anyone involved in the juvenile case unless he was present. (32:10-23). Allen was Leah's mode of transportation for any court appearances, meetings, or services. (33:2-4). Leah testified that Allen transported her to and from the relinquishment of parental rights meeting and he attended the relinquishment with her. (33:5-11). Leah refrained from working with a relinquishment counselor, which DHHS provides in a juvenile case prior to signing a relinquishment, because Allen did not want to participate, and Leah was not offered an opportunity to participate separate from Allen. (33:12-24).

Regarding the allegations of promises made by Rita in order for Leah to sign the relinquishment, set forth in Leah's Motion to Rescind, Leah testified Rita promised that if Leah signed the relinquishment, Leah would be allowed to move in with Rita and continue being a mother to Jordon. (35:1-11). Leah recounted that Rita would frequently make promises to her but never follow through with fulfilling the promises. (35:18-21). Leah stated that Rita promised to help her get a

reliable vehicle for transportation, assistance with taking care of Jordon, and paying for Leah and Allen's housing. (35:22-25, 36:1-4). Leah testified that she knew the DHHS was still working towards reunification and that the State had not filed a Motion for Termination of Parental Rights; however, Allen encouraged the idea of relinquishing parental rights because if Jordon was placed with Rita, Leah and Allen would get to spend more time with Jordon than if Jordon were placed elsewhere. (37:6-25). At the time of relinquishment, Allen and Rita led Leah to believe that since Jordon was placed with Rita, she would be able to visit and have a relationship with Jordon if she relinquished her parental rights. (38:6-12). Additionally, Leah testified that she felt Rita manipulated her by trying to convince Leah to drop her Motion to Rescind the Order Terminating Parental Rights. (45:13-17). Leah testified that Rita promised visits and contact with Jordon if Leah would cease to pursue her Motion, and Rita would send pictures and videos of Jordon around the time court hearings were scheduled to pressure Leah. (45:18-24).

Regarding the allegations of abuse by Allen's mother, Julie Johnson ("Julie"), set forth in Leah's Motion to Rescind, Leah testified that Julie would regularly body shame her and degrade her, to the point Leah felt like she could not handle the verbal abuse. (40:2-11). The verbal abuse led Leah to filing a protection order against Julie, which the court granted. (40:19-23). Leah testified that despite a court granting her protection order, the protection order was never served to Julie and was instead served to Allen. (40:21-25).

Leah testified that during the relinquishment meeting, she was asked if anyone was forcing or threatening her to relinquish her rights, to which she answered no. (41:8-15). Leah further testified that she answered no because in that specific moment, she did not feel threatened or forced, despite her experiences prior to the relinquishment. (41:16-22). Additionally, Leah was asked during the relinquishment if anyone promised anything in exchange for her relinquishment, and she answered no. (42:10-15). Again, Leah testified

that her response was no because in that moment no one was promising her anything, despite her prior experiences before the relinquishment. (42:16-20). Leah testified that she only understood the questions she was asked during the relinquishment to apply to how she felt during the meeting and not outside the meeting or days leading up to the relinquishment. (43:1-19).

On cross-examination, Leah testified that although she initially stated that the basis of her disability was due to mental health, the disability records also indicate a medical condition with her back. (50:6-8). Leah clarified that although her back was listed as a condition for her disability, she only ever received one steroid injection to her back and had not received any medical care for her back since then. (50:10-12).

Additionally, Leah testified that there was a juvenile case involving her biological child, Jacob, which took place in 2014. (52:24-25, 53:1-3). Leah testified that she participated in services towards reunification, but she voluntarily relinquished her parental rights over Jacob, and Jacob was placed with Leah's parents. (53:4-19). Leah further testified that although she understood she had no rights over Jacob after she relinquished and that the relinquishment was permanent, she did not seek to revoke her relinquishment because she was unaware that she had the option to do so. (53:20-25, 54:8-13). Leah also explained the circumstances involving her third biological child, Lucas. (54:18-21). Leah testified to similar circumstances: she participated in services to work towards reunification; she relinquished her parental rights of Lucas, and he was placed with her parents; she understood the relinquishment to be permanent; and she was unaware that she could seek to revoke her relinquishment. (55:2-20, 56:3-11).

Leah also confirmed that in the two prior relinquishments of Jacob and Lucas, she was offered relinquishment counseling and utilized the counseling. (74:21-25). However, Leah reiterated that she was not offered any kind of individual relinquishment counseling regarding her relinquishment of Jordon, outside of Allen's supervision.

On redirect examination, Leah addressed her past testimony under oath about wanting to change Jordon's placement to Rita. (76:6-7). Leah testified that although her attorney at the time filed the Change of Placement motion, she did not truly want Jordon to be placed with Rita, but she felt pressured, as if she had no other choice. (76:22-25, 77:1-4). Leah testified that she felt as if she did not have control over her own decision because of the pressure and control Allen exerted over her. (77:77-11).

Further, Leah testified that the results of her neurological evaluation were explained to her (77:23-25). Through the results of the evaluation, Leah learned that she was cognitively below average in numerous categories, such as comprehension skills and reasoning skills, and her IQ was considered below average. (78:1-5). Leah testified that she was easily mistaken as to the dates of court document and protection order filings and the timeline of her relationship with Allen. (80:3-5). Leah also testified that she had never received any type of domestic violence education. (80:11-14). Additionally, Leah confirmed that she relinquished her parental rights over Jordon due to feeling threatened by Allen and in accordance with the promised Rita made to allow her to live with Rita and continue parenting Jordon. (81:1-16). Leah testified that she would not have relinquished her parental rights if she did not feel threatened or coerced by promises. (81:17-19).

*Jack Leonard's Testimony*

Counsel for Leah Belmer called Jack Leonard ("Mr. Leonard") as their next witness. (82:3-4). Mr. Leonard worked as supervisor for DHHS and was the primary case manager assigned to this case. (83:2-7). A major part of Mr. Leonard's role as the supervising case manager was to maintain contact with Leah, to which Mr. Leonard testified that he was regularly able to maintain contact with Leah. (83:19-23). Contact was both in-person, once or twice a month, and telephonically on a regular basis. (84:1-6). Mr. Leonard testified to the lack of Allen's participation in services during the approximately three years that he

acted as the case manager. (84:7-25, 85:1-4). Mr. Leonard testified that Allen was never present during in-person meetings; Allen was only present during team meetings with the providers for roughly 15-20 minutes before he would leave, and during case manager observation visits, Allen either didn't attend or left early. (84:10-25). Therefore, Mr. Leonard testified that most of his work was solely conducted with Leah. (85:1-4).

Mr. Leonard testified that Leah willingly participated in a neuropsychological evaluation with Dr. Garlinghouse. (85:5-17). Mr. Leonard further testified that based on his review of the neuropsychological evaluation results, he understood that Leah suffered from depression, PTSD, anger management issues, and bipolar disorder. (86:10-22, 87:9-12). Mr. Leonard also recalled reviewing the cognitive function results of the evaluation, as evaluating Leah's cognitive function was the primary purpose for conducting the evaluation, to determine if Leah's IQ required the appointment of a Guardian ad Litem. (87:17-24). Mr. Leonard testified that all parties to this case—including the minor child's Guardian ad Litem, counsel for Leah, counsel for DHHS, and the County Attorney's Officer—agreed that, due to prior history, evidence, and concerns for Leah, a neurological evaluation was necessary to assess her cognitive functioning. (88:4-14). Mr. Leonard testified that based on his review of the results, Leah scored below average in numerous categories of the evaluation, including her IQ. (87:24-25). Despite the results of the evaluation being consistent with the parties' concerns for Leah, Mr. Leonard confirmed that Leah was never appointed a Guardian ad Litem. (88:19-23, 89:3-6). Mr. Leonard testified that although he, the Guardian ad Litem, and counsel for Leah raised the issue of appointing a Guardian ad Litem to Leah on multiple occasions, it was determined that a Guardian ad Litem would not be appointed. (89:7-15). Based on the evaluation with Dr. Garlinghouse, it was determined that Leah had sufficient support from her attorney and that the service providers would advocate on her behalf. (89:17-23). Although the parties involved

in this case specifically referred Leah for a neuropsychological evaluation due to concerns of Leah's ability to comprehend legal proceedings, it was decided that the service providers and counsel for Leah were adequate representation to assure Leah comprehended her legal rights and the legal system process involved in this case. (92:15-19, 90:15-25, 91:1-3).

Mr. Leonard also testified that DHHS had concerns with Leah and Allen's relationship, specifically their ability to co-parent and get along with each other. (95:8-17). Mr. Leonard confirmed that Leah participated in therapy with Jay Kramer in Fremont, Nebraska. (95:18-22). Mr. Leonard also testified that Leah participated in medication management, but he could not recollect the details of her participation. (96:1-4).

On cross-examination, Mr. Leonard testified that DHHS provided two prior evaluations to Dr. Garlinghouse as collateral information for Leah's referral. (98:5-13). One prior evaluation was dated September 2011, and one prior evaluation was dated 2014, both of which consistently aligned with the results of Leah's neuropsychological evaluation with Dr. Garlinghouse. (98:14-25, 99:1-5). Mr. Leonard addressed that although Leah was not appointed a Guardian ad Litem in her two previous relinquishment cases, the main purpose of the neuropsychological evaluation was to determine if a Guardian ad Litem did, in fact, need to be appointed to Leah. (99:6-13).

Additionally, Mr. Leonard testified that Leah and Allen were both provided supervised visitation services. (106:11-14). Mr. Leonard confirmed that occasionally Leah and Allen would attend visits together, but there were also times that Leah attended the visits alone because Allen was either working or did not want to attend the visits. (106:15-23). Based on the visitation notes, Mr. Leonard testified that there was a lot of bickering and disagreements between Leah and Allen, regarding parenting techniques, which was why the family support goal was to help Leah and Allen learn how to co-parent. (108:7-9, 107:24-25, 108:1). Further, Mr. Leonard testified that Leah

and Allen were both provided family support services. (109:3-5). Mr. Leonard confirmed that Leah and Allen would participate together as well as separately, because Allen either worked or did not want to attend. (109:6-13).

Mr. Leonard recounted that Jordon received educational services through Nebraska Early Development Network (“EDN”). (110:5-9). Mr. Leonard testified that EDN also provided family assistance services, which involved visiting the family home to help teach the parents how to properly care for their child. (110:13-18). Mr. Leonard further testified that based on the visitation notes from EDN, he understood that Leah and Allen had difficulties getting along, as there were numerous notes of bickering between the couple and displays of aggression. (110:19-25, 111:1-2). Despite the bickering, Mr. Leonard did not have any concerns that there was actual domestic violence occurring within the home. (111:25, 112:1-3).

Additionally, Mr. Leonard testified to the conversations he had with Leah prior to relinquishing her parental rights. (114:20-22). Mr. Leonard stated that Leah frequently brought up heavy emotions about her previous relinquishment cases as well as the prior trauma associated with her children being adopted by Leah’s parents. (115:1-2). Mr. Leonard also testified about the conversations he had with Allen regarding relinquishment of his parental rights. (115:24-25, 116:1). Mr. Leonard stated that Allen loved Jordon and enjoyed visiting and spending time with Jordon; however, Allen did not like the responsibility of raising an infant and he did not have any significant interest in doing so. (116:2-12). Mr. Leonard further testified that he had conversations with both Leah and Allen about Jordon being placed with Rita, as she was extremely supportive of the couple and frequently assisted them and provided them with any support they needed. (117:1-21). Mr. Leonard recalled that originally Jordon was placed with Leah’s parents upon removal, but he was then transitioned to live with the Todds, Leah’s stepsiblings, and eventually Leah motioned for the Court to change Jordon’s placed to Rita. (121:4-17).

Mr. Leonard testified that he never had any conversations with Leah regarding her concerns with placing Jordon with Rita. (121:21-23). Mr. Leonard further testified that he was never privy to any conversations about promises by Rita to Leah regarding the relinquishment of parental rights. (123:15-24).

On redirect examination, Mr. Leonard testified that prior evaluations diagnosed Leah with mild intellectual disability. (125:1-4). Mr. Leonard further testified that although there was no visible indication of domestic violence between Leah and Allen, domestic violence may occur in numerous forms such as emotional manipulation, isolation, and control over resources and finances. (125:11-20, 126:3-9). Mr. Leonard agreed that the testimony Leah gave as to her experiences with Allen could present as domestic violence even though such actions may not be able to be physically witnessed. (126:10-18). Mr. Leonard also testified that victims of domestic violence frequently return to their abusers and refrain from reporting the abuse they have endured from the perpetrator. (126:19-25, 127:13-18).

Additionally, Mr. Leonard testified that Leah was the driving force behind the engagement in services. (127:19-22). Leah was incredibly active in receiving services, engaged regularly, and had the highest level of attendance for family support sessions as well as visitations. (127:19-25). Mr. Leonard testified that Leah was very good at coordination and communication with all parties involved in the case, and Mr. Leonard never had to try and track Leah down or beg her to participate. (128:1-4). Based on Leah's efforts, the permanency plan objective was for reunification and there was no reason for DHHS to suggest or recommend relinquishment. (128:17-25, 129:1-3). When Leah suggested relinquishing her parental rights, Mr. Leonard believed it to be a result of her past trauma from her prior relinquishments. (129:4-9). Mr. Leonard testified that in the previous two relinquishments, Leah had been promised contact with her children; however, once adoption was finalized, communication and

visitation between Leah and her children were cut off. (130:2-12). Mr. Leonard agreed that Jordon's case was no different from the prior relinquishments, as Leah had been promised contact with Jordon by Rita. (130:18-21). Mr. Leonard testified that he had conversations with Leah, in which Leah told him she was positive Rita would allow her to visit and spend time with Jordon because Rita was a super incredible support throughout the case. (131:5-11). Mr. Leonard further testified that Leah, in fact, did get to see Jordon more often once placement was changed to Rita. (131:20-25, 132:1-2). Once DHHS completed a background check for Rita, Rita agreed to allow Leah and Allen to visit her home for holidays, and Rita stepped up to help monitor visitation between Allen, Leah and Jordon, beyond what the provider was able to offer. (131:21-24, 132:3-13). Mr. Leonard testified that he had no idea if Rita ever made promises to Leah and Allen about increased visitation if they were to relinquish their parental rights. (133:4-7).

Counsel for Leah then rested. (143:20-24). The Court took a brief recess to assure the court room technology was functional and working. (145:13-15).

#### *Deputy Wyatt Tremayne's Testimony*

Upon return from a brief recess, the State called its' first witness, Deputy Wyatt Tremayne ("Deputy Tremayne"). (146:5-6). Deputy Tremayne worked for the Dodge County Sheriff's Office as a deputy and was also a certified peace officer in the State of Nebraska. (146:22-25, 147:1-3). Deputy Tremayne testified that on June 5, 2023, he was on duty and in uniform, when he conducted a motor vehicle stop. (147:6-10). Deputy Tremayne recalled stopping a Pontiac G6 near 8<sup>th</sup> and Dodge Street in Fremont, Nebraska, for failing to signal a turn and for lacking a front license plate. (147:14-24). Deputy Tremayne testified that he made contact with the driver of the vehicle, Allen Belmer and later identified the front passenger as Leah Belmer. (147:25, 148:1-11). Deputy Tremayne further testified that during the stop he learned there was an active protection order in place that prohibited Allen from all forms of communication with Leah. (148:17-

22, 149:3-7). Deputy Tremayne placed Allen under arrest and charged him with a violation of a protection order. (149:8-13).

Deputy Tremayne confirmed that he wore a body worn camera during the arrest, and he provided a copy of the footage to the State. (149:14-20). During the presentation of the body camera footage, Deputy Tremayne testified that determined Leah's behavior to be normal and nothing significant stood out to him about her conduct. (150: 12-19).

The Court took a lunch recess, and upon return, the State rested. (153:24-25, 154:16-17).

*Adam Tripp's Testimony*

Proceedings continued with counsel for DHHS calling its' first witness, Adam Tripp ("Mr. Tripp"). (154:20-21). Mr. Tripp is a self-employed attorney in the state of Nebraska, practicing out of Fremont, Nebraska. (155:9-13). Mr. Tripp testified that he was appointed to represent Leah in October 2020, regarding the minor child, Jordon. (155:14-18). Mr. Tripp further testified that his representation of Leah ended in April of 2023. (155:19-25,156:1-3). Mr. Tripp confirmed that he was aware of the motion Leah filed regarding the relinquishment of her parental rights as well as the allegations in Leah's motion as to inadequate legal representation. (156:5-20).

Mr. Trip testified that he discussed Leah's decision of wanting to relinquish her parental rights as well as the consequences associated with a relinquishment. (160:20-25, 161:1). Mr. Tripp described his communication with Leah as regular; he did not meet with her much at his office but every so often. (161:2-6). Mr. Tripp also attended monthly family meetings with Leah, and he reported Leah called his office frequently. (161:6-10). Mr. Tripp testified that he did not believe Leah needed to have a Guardian ad Litem appointed to her. (161:17-20). Mr. Tripp was present at the relinquishment meeting, and he testified that he personally notarized the relinquishment document after Leah signed. (161:21-25, 162:1-2). Mr. Tripp testified that at the time of the relinquishment meeting, he did not have any concerns that

Leah did not understand the relinquishment document. (162:3-6). Mr. Tripp could not recall if he specifically ever asked Leah if she understood the consequences of signing the relinquishment document. (162:7-13). Mr. Tripp testified that once the relinquishment was signed, he had no further contact with Leah. (162:14-16). Mr. Tripp had no knowledge that Leah desired to revoke her relinquishment, and he did not assist Leah, in any way, with filing the motion. (162: 17-23).

On cross-examination, Mr. Tripp testified that he was aware Leah completed a neuropsychological evaluation, but he could not recall the purpose for the evaluation. (164:7-14). Mr. Tripp further testified that he believed there were concerns expressed regarding Leah's cognitive functioning, and he knew that Leah had mild cognitive functioning issues. (164:15-19). Mr. Tripp was also aware that Leah had been diagnosed with a mild intellectual disability. (165:9-12). Mr. Tripp testified that he recalled the results of Leah's evaluation indicated that she scored below average in all of her cognitive functioning levels as well. (165:14-19). Mr. Tripp testified that Leah never talked to him about her mental health. (165:20-22).

*Heather Johnson's Testimony*

Counsel for the Department called Heather Johnson ("Ms. Johnson) as the next witness. (168:4-5). Ms. Johnson worked as a Child and Family Services Specialist with DHHS and was assigned to this case in November 2022. (169:8-11, 170:10-14). Ms. Johnson was specifically assigned as a permanency specialist to handle Leah's relinquishment of parental rights in this matter. (170:5-9). Ms. Johnson testified that she worked closely with case manager, Jack Leonard. (171:5-13).

Further, Ms. Johnson testified she was present during the relinquishment meeting and recalled that Mr. Tripp, Leah, Allen, Mr. Leonard and an additional DHHS employee, Mack Little, were present. (174:8-14). Ms. Johnson testified that she did not notice any unusual behavior by Leah during the relinquishment meeting. (174:15-17). Ms. Johnson further testified that as she was going through the

relinquishment forms with Leah, Leah was very composed and not overly emotional. (179:24-25, 180:1-5). Ms. Johnson assumed that Leah was able to keep her composure because of her prior relinquishment experiences. (180:5-6). Ms. Johnson testified that when she asked Leah if she understood what the relinquishment meant and that a relinquishment could not be revoked, Leah responded by saying relinquishment means to find a more suitable and safer environment for my son. (181:4-17). Based on her knowledge and training as a permanency specialist, Ms. Johnson testified that she believed Leah understood the relinquishment, voluntarily signed the relinquishment, and fully understood what the relinquishment entailed. (187:20-25, 188:1-7).

On cross-examination, Ms. Johnson testified that her only familiarity with Leah was based on her conversation with Mr. Leonard and the 30 minutes required to complete the relinquishment documents. (189:7-11). Ms. Johnson further testified that she did not believe there were any signs of domestic violence, based on her time spent with Leah and Allen during the relinquishment meeting. (189:12-17). However, this assumption is based on only 30 minutes of time with Leah, as Ms. Johnson had never met or spent any time with Leah before the relinquishment meeting. (192:13-25, 193:1-9). Ms. Johnson confirmed that during her conversation with Mr. Leonard, Mr. Leonard never disclosed that Leah had been tested due to concerns for her cognitive functioning level, nor that Leah had been diagnosed with a mild intellectual disability. (193:18-25). Ms. Johnson also confirmed that Mr. Leonard did not disclose to her that the results of Leah's evaluation indicated that Leah scored below average in all of her cognitive functioning scores. (194:1-5). Ms. Johnson affirmed that low comprehension levels could cause concern regarding the ability to sign a relinquishment. (194:6-8).

Additionally, Ms. Johnson testified that her duty during the relinquishment meeting is to read the questions on the relinquishment forms to the parent and record their verbatim responses. (195:17-20).

Ms. Johnson further testified that she reads the questions on the relinquishment forms as they are and does not ask any follow up questions, nor does she expand the question to include past experiences. (195:25, 196:1-10). Therefore, when Ms. Johnson asked if Leah had been promised anything by someone in exchange for relinquishing her parental rights, Ms. Johnson did not ask if Leah had ever been promised anything in the past. (195:21-24, 196:7-10). Ms. Johnson testified that once the question is answered, she will move along to the next question, unless the client requests further clarification. (196:10-15). Ms. Johnson is not trained to ask any clarifying questions unless the client brings it up themselves. (197:11-13). Ms. Johnson confirmed that the language of the relinquishment questions could be perceived as ambiguous language. (197:14-16).

*Rita Pospishil's Testimony*

The court took an afternoon recess, and upon return, counsel for the Department called Rita Pospishil ("Rita") as its' next witness. (207:3-4). Rita is the biological cousin of Allen Belmer and related to Leah Belmer by marriage. (208:2-9). Rita testified that minor child, Jordon, was placed in her home in November of 2021, and she officially adopted Jordon in June of 2023. (209:11-16, 208:14-16). Rita further testified that she had conversations with both Leah and Allen about moving Jordon into Rita's home. (211:1-4). To Rita's knowledge, Leah and Allen wanted Jordon placed with Rita so that they would be able to visit and spend time with Jordon. (211:5-10). Rita denied ever making promises to Leah in exchange for placement or relinquishment, and she denied having ever threatened Leah. (211:18-25). Rita further denied ever promising that Leah could move into her home, that she would purchase Leah a house, or that she would buy Leah a vehicle. (212:1-10). Rita testified that she never told Leah that Leah could continue to be Jordon's mother after the adoption. (212:11-13).

Rita confirmed that prior to Jordon's adoption, she supervised visits between Jordon and his biological parents; however, Rita claims

she only supervised 2-3 visits. (212:14-23). Rita testified that after Jordon's adoption, she continued to offer visits with Jordon to Leah. (213:5-8). Rita further testified that after the adoption, she continued to send Leah photos, videos, and updates on Jordon, at least a couple times a month. (214:18-23). Rita claimed that she never denied Leah's requests to visit Jordon, and she never requested for Leah to drop the protection order against Allen in order to visit Jordon. (215:8-14). Rita testified that she never promised Leah visitation with Jordon if Leah relinquished her parental rights. (218:14-17).

On cross examination, Rita testified that the only residents of her home in Omaha, Nebraska were Rita, Rita's daughter, Jordon, and Rita's aunt, Julie Johnson. (219:21-25, 220:1). Rita denied that Allen has ever lived in her home; however, Rita testified that a protection order was served to Allen at Rita's house. (220:2-10). When asked if Rita had ever purchased a vehicle for Leah, Rita testified that she never promised to purchase a house or vehicle for Leah, but she did purchase a vehicle for Leah and Allen in November of 2022. (220:19-25, 221:1-12).

Additionally, Rita confirmed that she sent Leah pictures of Jordon frequently, typically numerous times a month. (223:3-10). Rita further testified that if Jordon was placed in Rita's home, Leah and Allen would be able to visit him often, spending holidays and family dinners together, and act as a normal family. (224:3-10). Rita stated the same conversations took place about spending time with Jordon, if Allen and Leah were to relinquish their parental rights. (224:11-17). However, Rita testified that contact with Jordon stopped happening because Leah could not find transportation to Omaha. (224:24-25, 225:1). Rita testified that she has no idea where Allen resides. (225:2-3, 225:15-17). Rita further testified that she knew Allen worked in Omaha, but he was not staying in Rita's home. (225:18-22).

*Julie Johnson's Testimony*

Counsel for the department called its' next witness, Julie Johnson ("Julie"). (227:24). Julie is the paternal grandmother of minor

child, Jordon, as well as the mother of Allen Belmer. (229:12-18). Julie testified she had known Leah for approximately 12 years, and she was aware Allen and Leah were no longer married. (229:23-25, 230:1-3). Julie further testified that she was aware Leah filed a protection order against her; however, Julie confirmed that she was not properly served because she was living in a homeless shelter when the protection order was served. (230:4-10). Julie testified that she had not received the opportunity to review protection order or its allegations against her. (230:11-13). Julie denied ever threatening Leah, physically assaulting Leah, or promising Leah anything for the relinquishment of Leah's parental rights. (231:19-25, 232:1-6). Leah testified that her relationship with Leah was broken. (232:11-13).

Julie testified that due to her medical issues, she lives with her niece Rita Pospishil. (14-18). Julie also testified that she was aware the purpose for the court proceeding was to address Leah's Motion to Rescind the Relinquishment of Parental Rights over Jordon. (232:24-25, 233:1-2). However, Julie confirmed that she had never seen a copy of the motion nor was she aware the contents of the motion. (233:3-11).

On cross-examination, Julie re-confirmed that she lived with her niece, Rita, along with Jordon and Rita's daughter Ariana. (233:18-23). Julie denied that Allen lived in Rita's home, but she admitted that Allen had been spending the night once or twice a week at Rita's since his divorce from Leah. (233:24-25, 234:1-7).

#### *Allen Belmer's Testimony*

The final witness, Allen Belmer ("Allen"), was called by counsel for the Department. (235:15-16). Allen is the biological father of minor child, Jordon Belmer. (236:14-24). Allen testified that he relinquished his parental rights over Jordon and confirmed that Jordon had been adopted by his cousin, Rita. (236:25, 237:1-8). Despite relinquishing his parental rights, Allen further testified that he spends time with Jordon almost every day. (236:18-19). Allen testified that he was married to Jordon's biological mother, Leah, for approximately 10 years, and the two have been divorced since the end of 2024. (237:9-24). Allen and

Leah separated once during their 10 years of marriage, but Allen claimed that Leah never told him she wanted a divorce. (237:25, 238:1-7).

Additionally, Allen confirmed that he was aware Leah filed a protection order against him in 2023, he was served the protection order, and he was aware of the allegations Leah made against him. (238:11-23). Although Leah's protection order against Allen was granted, Allen denied any allegations of physical or verbal abuse. (238:24-25, 239:1-13). Allen testified that the couple bickered quite often, and name called one another. (239:14-20). Allen testified that he knew Leah filed a motion to vacate the protection order against him, but he denied having any knowledge as to why she wanted to vacate the order. (239:21-25, 240:1-3). Allen confirmed that Leah filed a second petition to obtain a protection order against him in 2024; however, the order was denied. (240:4-15). Allen testified that Leah filed the second protection order against him because Allen moved his girlfriend at the time into the home he and Leah shared together. (240:20-23). Allen admitted that he was still legally married to Leah when he moved his girlfriend into the home, and he stated that Leah and his girlfriend did not get along. (241:1-4, 240:25). Allen testified that he did not have any conversations with Leah about moving out because Leah had already made plans to live elsewhere. (241:5-14). Allen denied all allegations of threats, violence, and manipulation made against him by Leah. (241:20-25, 242:1-18, 243:6-14).

On cross-examination, Allen was unable to provide a current address because he claimed to live with a friend. (243:25, 244:1-3). Allen testified that he sporadically resided at Rita's house, and that he usually only spent time at Rita's to visit Jordon and wash his laundry. (244:10-14). Again, Allen confirmed that he visited Jordon almost every day at Rita's home. (244:15-20). When confronted with conflicting testimony from Rita and his mother, Julie, regarding the frequency of his visits with Jordon, Allen asserted that both Rita and Julie were incorrect and insisted that he saw Jordon almost daily.

(244:21-25, 245:1-2). Allen then testified that he only spent the night at Rita's house once or twice a month. (246:2-7). Furthermore, Allen was questioned about discrepancies between his testimony and his mother Julie's testimony regarding where he resided. (246:8-10). After initially refusing to answer, the Court instructed Allen to responding, to which Allen testified that he stayed at a friend Grant's house and not a cousin's residence. (246:11-19).

At the conclusion of witness testimony, the Court granted the parties' requests to submit written closing arguments. (252:10-17). The Court asked the parties to submit written closing arguments by Friday, March 21, 2025. (253:7-16). On June 11, 2025, the Court issued an Order Denying Motion to Rescind Order Terminating Parental Rights. (T504-545).

## **VII. SUMMARY OF THE ARGUMENT**

The County Court for Dodge County erred in finding that natural mother's relinquishment of parental rights was valid. The evidence presented at trial is clear that Leah Belmer, the natural mother to Jordon B., did not sign the relinquishment of parental rights knowingly, intelligently, and voluntarily; in fact, she did so under threats, coercion, fraud, and/or duress.

Leah Belmer's relinquishment of her parental rights to Jordon was a result of threats, coercion, fraud, and/or duress. Ms. Belmer testified that she was being threatened and bribed by numerous people to sign the relinquishment paperwork. Ms. Belmer was promised continued contact with her child and even more contact with her child if she agreed to sign the relinquishment; this was not the first time Ms. Belmer was promised things in exchange for her agreement to comply. Additional testimony from Jack Leonard, Mr. Belmer, and Ms. Pospishil certainly paints a vivid picture of gifts in exchange for a relinquishment, which is clear coercion and invalidates Ms. Belmer's relinquishment. Further, the case law is unambiguous that a

relinquishment contingent on a parent retaining parental rights is invalid; given Ms. Belmer's testimony that she was promised the ability to move in with the placement, Rita, and more contact with her child if she signed the relinquishment, as well as her low cognitive function, the relinquishment must be deemed invalid.

Leah Belmer's relinquishment of her parental rights to Jordon was not executed knowingly, intelligently, and/or voluntarily. The evidence presented is clear that Ms. Belmer has low cognitive function, not only supported by her Neuropsychological Evaluation, but also by the entire case team having concerns about her cognitive functioning through their contact with Ms. Belmer. Further, Ms. Johnson, the Permanency Worker who took Ms. Belmer's relinquishment testified that she was unaware of Ms. Belmer's cognitive deficiencies and of her neuropsychological evaluation. Had she been aware, Ms. Johnson testified that, usually, with clients who tested below average in their cognitive ability, she would stop the relinquishment and request that a Guardian Ad Litem (GAL) be appointed. Due to the lack of communication with Ms. Johnson prior to Ms. Belmer signing the relinquishment and despite the evaluation noting that persons like Ms. Belmer may appear to understand more than they actually do, no GAL was appointed to determine whether Ms. Belmer could comprehend what she was signing. Despite the overwhelming evidence that supports the necessity of a GAL to determine if Ms. Belmer was capable of consenting to a relinquishment, no such action was taken, and therefore, the relinquishment cannot be deemed to have been made knowingly, intelligently, and/or voluntarily.

Ultimately, Ms. Belmer demonstrated that she has low cognition, was not appointed a GAL to help her navigate the complex process of a juvenile court case, specifically relinquishment of her parental rights, and she was made promises in exchange for signing the relinquishment paperwork as well as being threatened and bribed to sign the paperwork. The evidence overwhelmingly supports Ms. Belmer's Motion to Rescind Order Terminating Parental Rights.

Accordingly, the County Court erred by finding that Leah Belmer's relinquishment was valid, and Ms. Belmer respectfully requests that the County Court's ruling be reversed and remanded with appropriate instructions and for such other and further relief as the Court deems just and equitable.

## VIII. ARGUMENT

"The burden is on a natural parent challenging the validity of a relinquishment of parental rights to prove that it was not voluntarily given." *In re Interest of Zoey S.*, 22 Neb. App. 371, 853 N.W.2d 225, 232 (2014) (See *Auman v. Toomey*, 220 Neb. 70, 368 N.W.2d 459 (1985)). A relinquishment of parental rights is considered valid if it is executed "in the absence of threats, coercion, fraud, or duress," and is "signed by a natural parent knowingly, intelligently, and voluntarily." *Monty S. v. Jason W.*, 290 Neb. 1048, 1052-53, 863 N.W.2d 484, 489 (2015) (citing *Yopp v. Batt*, 237 Neb. 779, 467 N.W.2d 868 (1991)). Thus, in order for the Court to find that Leah Belmer's relinquishment of parental rights was valid, it must find that (1) Ms. Belmer's relinquishment was not a result of any threats, coercion, fraud, and/or duress, and (2) Ms. Belmer signed the relinquishment knowingly, intelligently, and voluntarily. The natural mother, Leah Belmer, asks the Court to find that the relinquishment is invalid because Ms. Belmer signed it as a result of threats, coercion, fraud, and/or duress, and she did not sign it knowingly, intelligently, and/or voluntarily.

### **A. THE COUNTY COURT ERRED IN FINDING BY A PREPONDERANCE OF THE EVIDENCE THAT LEAH BELMER'S RELINQUISHMENT OF PARENTAL RIGHTS DID NOT RESULT FROM THREATS, COERCION, FRAUD, AND/OR DURESS.**

There must be an absence of threats, coercion, fraud, and/or duress for a relinquishment to be considered valid. *Monty S. v. Jason*

W., 290 Neb. 1048, 1052-53, 863 N.W.2d 484, 489 (2015) (citing *Yopp v. Batt*, 237 Neb. 779, 467 N.W.2d 868 (1991)). Additionally, the Nebraska Supreme Court has made it clear that “stress alone, whether financial or personal, does not rise to the level of duress that would negate a valid relinquishment.” *Hensman v. Parsons*. 235 Neb. 872, 876, 458 N.W.2d 199 (1990); See *Gaughan v. Gilliam*, supra; *Auman v. Toomey*, 220 Neb. 70 (1985); *Kane v. United Catholic Social Services*, 187 Neb. 467 (1971). “A relinquishment conditioned upon the retention of some parental rights is invalid.” *Monty S. v. Jason W.*, 290 Neb. 1048, 1053, 863 N.W.2d 484 (2015) (quoting *McCormick v. State*, 218 Neb. 338 (1984)).

In this case, it is clear that Ms. Belmer’s relinquishment of parental rights was given due to threats, coercion, fraud, and/or duress. Ms. Belmer testified that prior to the day of the relinquishment, she was being threatened and bribed by numerous people to sign the relinquishment paperwork. Those people included: Allen Belmer, father to the child; Rita Pospishil, placement of the child and now adoptive parent; and Julie Johnson, paternal grandmother to the child and mother of Allen Belmer. Ms. Belmer testified that her relationship with Mr. Belmer was lengthy and lasted approximately 15 years, much of which included various forms of domestic violence related to physical, emotional, and verbal abuse. Ms. Belmer testified to, and exhibits #29 and #30 show, that Ms. Belmer had filed protection order applications against both Mr. Belmer and his mother, Julie Johnson.

Ms. Belmer also testified that she was being promised many things in exchange for her relinquishment, such as continued contact with Jordon or the ability to move in with Ms. Pospishil. This was not the first time throughout the juvenile case that Ms. Belmer was promised things in exchange for her agreement to comply. She testified that she was also promised more contact with Jordon if his placement was changed to Ms. Pospishil, leading her to request that her attorney file a Motion to Change Placement. Not only was she

being told this, but Mr. Belmer was also being promised things of this nature. Testimony from both Mr. Belmer and Ms. Pospishil confirmed that after the relinquishment, Ms. Pospishil purchased a vehicle for Mr. Belmer, which certainly creates the appearance of a gift in exchange for a relinquishment. Further testimony from Mr. Belmer, Ms. Pospishil, and Ms. Johnson verified that Mr. Belmer has continued to have contact with Jordon (although all parties varied on the extent of the contact) since his relinquishment. Ms. Belmer, on the other hand, has not been allowed contact but testified that she has received messages indicating that she can see Jordon if she drops her court case. She further testified that these messages, and pictures of Jordon, will typically increase in the days before Court in what she believes are an attempt to convince her to dismiss the current Motion.

Jack Leonard testified that conversations with Ms. Belmer about relinquishment centered around her trauma of the adoption of her other children and not being able to see them, and how she believed she would be able to see Jordon more with Ms. Pospishil, based on the promises made to her. This corroborates Ms. Belmer's testimony from this proceeding and the placement change proceeding, indicating that she believed she would see Jordon more if he was with Ms. Pospishil. Ms. Belmer testified that she was being told at every juncture, by Ms. Pospishil and by Mr. Belmer, that she would have more access to Jordon if she would agree to not only the placement change previously, but to the relinquishment later. Not only is this considered a bribe and coercion, but it is also considered a promise of continued parental rights, especially for a parent with lower cognitive functioning abilities. The case law is unambiguous that a relinquishment is invalid if it is contingent on the parent retaining any parental rights.

While other legal parties will point to Ms. Belmer's executed relinquishment documents (Exhibit #33) as indicating that on the day of relinquishment, Ms. Belmer stated that nobody was threatening her to relinquish and that she was doing so voluntarily, Ms. Heather

Johnson testified that the language of the paperwork is not clarified with parents to indicate that it could mean threatening or making promises in the days, weeks, or months leading up to relinquishment. Ms. Johnson further agreed that the language is ambiguous and that a parent with lower cognitive function capabilities could read it to mean specifically on the date of the relinquishment, which is what Ms. Belmer testified to. Ms. Belmer stated that she believed the relinquishment questions were directed to the day of the relinquishment and was not considering anything leading up to the relinquishment. Ms. Belmer is not indicating she was being threatened in the room while signing the relinquishment. Ms. Belmer feels she was being threatened, coerced, and wrongly promised things in exchange for her relinquishment to her child.

For these reasons, Ms. Belmer argues that the Court erred in finding that she signed the relinquishment of parental rights to her child in the absence of any threats, coercion, fraud, and/or duress.

**B. THE COUNTY COURT ERRED IN FINDING BY A PREPONDERANCE OF THE EVIDENCE THAT LEAH BELMER’S RELINQUISHMENT OF PARENTAL RIGHTS WAS KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY EXECUTED.**

The issue of requisite mental capacity to execute a voluntary relinquishment of parental rights has been addressed in *Hensman v. Parsons*. 235 Neb. 872, 876, 458 N.W.2d 199 (1990). In *Hensman*, the Nebraska Supreme Court held that the appellant’s “somewhat unsettled state of mind” and her struggle with “depression at the time of the relinquishments” is insufficient to render the relinquishments invalid. *Hensman v. Parsons*. 235 Neb. 872, 876, 458 N.W.2d 199 (1990); See *Gaughan v. Gilliam*, supra; *Auman v. Toomey*, 220 Neb. 70 (1985); *Kane v. United Catholic Social Services*, 187 Neb. 467 (1971). As mentioned in the arguments above, “Stress alone, whether financial

or personal, does not rise to the level of duress that would negate a valid relinquishment.” *Id.* In *Kane v. United Catholic Social Services*, the Nebraska Supreme Court held that the natural mother’s relinquishment was voluntary despite the “stresses, motivations, and circumstances” that were outlined in that case and the mother’s “evident desire for her child.” 187 Neb. 467 (1971). In *Kane*, the natural mother contended that she signed the relinquishment because she was under economic coercion and duress, and therefore, she did not voluntarily sign the relinquishment. *Id.*

The facts in this case are much different to those in *Hensman*; in this case, the natural mother, Leah Belmer, has low cognitive function and has been previously diagnosed with Mild Intellectual Disability, as evidenced by the Neuropsychological Evaluation which was received into evidence as Exhibit #31 as well as the testimony. This is beyond an unsettled state of mind and a struggle with depression, discussed in *Hensman*. The testimony of the longtime caseworker, Jack Leonard, was that the entire case team had concerns about the cognitive functioning of Ms. Belmer, which were concerning enough to have Ms. Belmer complete a Neuropsychological Evaluation. The evaluation also noted that persons similar to Ms. Belmer may appear to understand more than they actually do. Mr. Leonard also testified that Ms. Belmer struggled with simple tasks such as feeding her young child, yet was confident that she understood the implications and importance of relinquishing her parental rights.

Heather Johnson, the Permanency Worker who took Ms. Belmer's relinquishment, testified that she had not been made aware of any concerns regarding Ms. Belmer’s cognitive functioning level or the neuropsychological evaluation. Ms. Johnson further testified that had she been made aware of these concerns and/or the evaluation, it could have affected *whether* the relinquishment went forward or *whether* DHHS was able to accept the relinquishment. Ms. Johnson testified that in the past, when dealing with clients who tested below average or had concerns with cognitive ability, she would stop the

relinquishment and request that a Guardian Ad Litem be appointed. However, because Ms. Johnson was not made aware of Ms. Belmer's low mental cognition, this did not occur.

Per the Mother's Motion and testimony, she requested a Guardian Ad Litem be appointed to her at some point during the prior juvenile case proceedings and indicated she did not understand all of the proceedings. A Guardian Ad Litem was not appointed to Ms. Belmer until her current Counsel requested one after this present Motion to Rescind the mother's relinquishment was set for hearing. A Guardian Ad Litem was necessary to determine if Ms. Belmer was capable of consenting to a relinquishment. Absent a Guardian Ad Litem being present during the relinquishment, and given the concerns raised regarding Ms. Belmer's cognitive functioning level, the Court cannot find that the relinquishment was done knowingly, intelligently, or voluntarily.

For the reasons stated above, Ms. Belmer argues that the Court erred in finding that she signed the relinquishment knowingly, intelligently, and voluntarily.

## IX. CONCLUSION

For the reasons set forth above, Leah Belmer, natural mother to Jordon Belmer, respectfully requests that the ruling by the Separate County Court of Dodge County, Nebraska, be reversed and remanded with appropriate instructions, and for such other and further relief as the Court deems just and equitable.

Respectfully submitted this 31st day of December, 2025.

LEAH BELMER, Appellant

By: /s/ Lisa M. Gonzalez  
Lisa M. Gonzalez, #23635

Johnson & Pekny LLC  
300 South 19<sup>th</sup> Street, Suite 212  
Omaha, NE 68130  
(402) 344-4450  
ATTORNEY FOR APPELLANT

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By: /s/Lisa M. Gonzalez  
Lisa M. Gonzalez, #23635  
ATTORNEY FOR APPELLANT

# Certificate of Service

I hereby certify that on Wednesday, December 31, 2025 I provided a true and correct copy of this *Brief of Appellant Belmer* to the following:

Health and Human Services represented by Leslie E. Remus (26379) service method: Electronic Service to **leslie.remus@nebraska.gov**

State of Nebraska represented by James Anthony McCave (26259) service method: Electronic Service to **jmccave@dodgecountyne.gov**

State of Nebraska represented by Jennifer Dionne Joakim (23297) service method: Electronic Service to **mlibal@saunderscounty.ne.gov**

Steven Twohig represented by Steven John Twohig (22172) service method: Electronic Service to **sjt@twohiglaw.net**

Becky Abell Brown represented by Rebecca Sue Abell-Brown (22317) service method: Electronic Service to **babelbrown@gmail.com**

Signature: /s/ Lisa M. Gonzalez (23635)