

NF
DAB

RECEIVED

FILED

JUL - 7 REC'D

Case No. 30437
Dept. I NO. _____

DOUGLAS COUNTY
DISTRICT COURT CLERK

93 JUL -7 P3:19

BARBARA POND
CLERK

M. DALEY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

BARBARA LEWIS,

Plaintiff,

vs.

NOTICE OF ENTRY
OF ORDER/JUDGMENT

PATRICK J. MCDERMOTT,

Defendant.

TO: PATRICK J. MCDERMOTT
1389 VILLAGE WAY, #6
GARDNERVILLE, NV 89410

PLEASE TAKE NOTICE that the Ninth Judicial District
Court Judgment and Order, appended hereto, was entered on
July 7, 1993.

SCOTT W. DOYLE
DISTRICT ATTORNEY
DOUGLAS COUNTY, NEVADA

By Robert W. Story
ROBERT W. STORY
CHIEF DEPUTY DISTRICT ATTORNEY
P.O. Box 218
Minden, Nevada 89423
(702) 782-9881

311825

BK0793PG1013

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED

Case No. 30437

NO. _____

RECEIVED

Dept. I

'93 JUL -7 P2:10

JUL - 6 RECD

BARBARA REED
CLERK

DOUGLAS COUNTY
DISTRICT COURT CLERK

BY CALEY, DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

BARBARA LEWIS,

Plaintiff,

vs.

ORDER AFTER
STIPULATION

PATRICK J. MCDERMOTT,

Defendant.

The Court has reviewed the stipulation entered into by the parties on the 23rd day of June, 1993, and good cause appearing,

IT IS HEREBY ORDERED that the terms of the stipulation are approved and adopted by the Court and Judgment is entered accordingly.

DATED: 7/7, 1993.

David R. Conner

DISTRICT JUDGE

311825

BK0793PG1014

RECEIVED

FILED

JUL - 6 REC'D

NO. _____

DOUGLAS COUNTY
DISTRICT COURT CLERK

93 JUL -6 P2:42

BARBARA REED

D. DALEY

1 Case No. 30437

2 Dept. I

3
4
5
6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF DOUGLAS

8 BARBARA LEWIS,

9 Plaintiff,

10 vs.

STIPULATION

11 PATRICK J. MCDERMOTT,

12 Defendant.

13
14 IT IS HEREBY AGREED by and between Plaintiff BARBARA
15 LEWIS, by and through her undersigned legal counsel, and
16 Defendant PATRICK J. MCDERMOTT, that this Court may enter an
17 order in accordance with the terms of this stipulation.

18 1. Defendant and Plaintiff agree and understand that
19 the Defendant owes \$300.00 per month as ongoing child support
20 for his minor children, CASSIE MCDERMOTT Born: 12/16/87;
21 ALLIE MCDERMOTT Born: 09/20/89 and CANDICE MCDERMOTT Born:
22 03/11/91. A certified copy of a Judgment entered January 21,
23 1991, in the District Court, County of Richland, State of North
24 Dakota, is attached hereto and incorporated herein by this
25 reference.

26 2. Defendant and Plaintiff agree that Defendant owes
27 \$1,090.00 in child support arrearages through and including May
28 31, 1993. Defendant and Plaintiff further agree that Defendant

311825

BK0793PG1015

1 owes \$300.00 as ongoing support for the month of June, 1993.
2 Defendant agrees to pay \$100.00 on or before June 24, 1993,
3 thereby increasing child support arrears to \$1,290.00 through
4 June, 1993. Defendant and Plaintiff further agree that this
5 Court may enter an order against Defendant and in favor of
6 Plaintiff reducing to judgment the sum of \$1,290.00.

7 3. Defendant and Plaintiff agree that this Court may
8 enter an order requiring Defendant to pay \$300.00 per month as
9 ongoing support, plus \$60.00 per month toward satisfaction of
10 child support arrears for a total of \$360.00 per month.
11 Defendant and Plaintiff agree that Defendant's first \$360.00
12 monthly payment shall be due on July 1, 1993, and continue due
13 on the first day of each and every month thereafter until
14 further order of this court.

15 4. Defendant understands that his child support
16 payments shall be made by wage withholding.

17 5. Defendant understands that, in the event he
18 becomes unemployed, all child support payments to be made by him
19 to Plaintiff must be in the form of a cashier's check, certified
20 check, or money order, or in cash. The Defendant further
21 understands that if the payment is in the form of cash it must
22 be delivered to the Douglas County Clerk at her office in
23 Minden, Nevada. If the payment is in the form of a cashier's
24 check, certified check, or money order, Defendant understands
25 that it must be made payable to the DOUGLAS COUNTY CLERK, with
26 the notation Case No. 930160 (PATRICK J. MCDERMOTT), and be
27 either mailed to the Douglas County Clerk at Post Office Box
28 218, Minden, Nevada 89423, or delivered to said County Clerk at

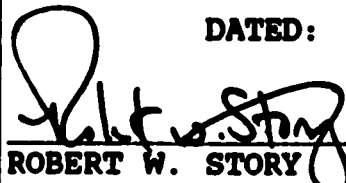
1 her office in Minden, Nevada. The Douglas County Clerk shall
2 transmit said payments to: Clerk of District Court, Child
3 Support Division, 418 2nd Avenue North, Wahpeton, ND 58075.

4 6. Defendant and Plaintiff agree that Plaintiff did
5 not request medical insurance enforcement.

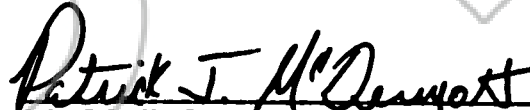
6 7. Defendant agrees that this court may enter an
7 order requiring Defendant to notify the Douglas County District
8 Attorney's Office in writing within 10 days of any change in
9 Defendant's mailing address, home address, or employment.

10 8. Defendant understands that this support order must
11 be reviewed every three years in accordance with NRS 125B.145.

12 DATED: June 23, 1993.

13 

14 ROBERT W. STORY
15 CHIEF DEPUTY DISTRICT ATTORNEY
16 Post Office Box 218
Minden, NV 89423
Attorney for Plaintiff

17 
18 PATRICK J. MCDERMOTT
19 1389 Village Way, #6
20 GARDNERVILLE, NV 89410
21 Defendant

IN DISTRICT COURT, COUNTY OF RICHLAND, STATE OF NORTH DAKOTA

Barbara Delaine McDermott,)
)
 Plaintiff,)
)
 vs.)
)
 Patrick John McDermott,)
)
 Defendant.)

3/25

JUDGMENT

Date	91-011	6
Filed this	21	
By	John	91
CLERK OF DISTRICT COURT RICHLAND, N.D.		
By	

This case came on regularly for trial without a jury on the 21st day of January, 1991, the Plaintiff appearing in person and by an attorney, Samuel S. Johnson, of the law firm of Smith & Strege, Ltd., of Wahpeton, North Dakota; and it appearing that the Summons and Complaint in said action were served on the Defendant; and it appearing that the Defendant did sign an Admission of Service and Consent to Enter Default Judgment, and did consent that said cause could be tried forthwith on any day satisfactory to Plaintiff's counsel, without notice to Defendant, the case could be heard as a default matter, and service of Findings of Fact, Conclusions of Law and Order for Judgment, and Notice of Entry of Judgment was waived by Defendant; and it further appearing that a Property Settlement Agreement was made and entered into between the parties and was filed with the Court;

Testimony was duly taken of the Plaintiff. The Property Settlement Agreement was received as an exhibit by the Court and the Court being fully advised in the premises, made its Findings of Fact, Conclusions of Law and Order for Judgment.

NOW, THEREFORE, upon reading and filing the said Findings of Fact, Conclusions of Law and Order for Judgment, and upon the motion of Samuel S. Johnson, attorney for the Plaintiff;

IT IS HEREBY ADJUDGED AND DECREED:

- 1. That the Court has jurisdiction of the parties to this action.**
- 2. That the Plaintiff is entitled to have a decree of absolute divorce on the grounds that irreconcilable differences exist between the parties constituting substantial reasons for not continuing the marriage and which make it necessary that the marriage should be dissolved.**
- 3. That the bonds of matrimony existing between the Plaintiff and Defendant be, and they hereby are dissolved forever.**
- 4. That the Plaintiff is currently pregnant and expecting another child on April 11, 1991, and that the Defendant is the father of said expectant child.**
- 5. That the Property Settlement Agreement by and between the Plaintiff and Defendant is hereby approved, and that the Plaintiff and Defendant are hereby ordered to comply with the terms of that Property Settlement Agreement, which Agreement is attached and incorporated into these Conclusions of Law by reference thereto.**
- 6. That Plaintiff is hereby granted the custody of the minor children of the parties, namely: Cassandra Elaine McDermott and Alexandra Kathleen McDermott, which shall include the unborn child once born, subject to reasonable visitation upon reasonable notice by the Defendant.**

7. That the Defendant shall be accorded the following visitation rights:

- a. The father shall have visitation with the children the second and fourth weekend of each month. During such weekend visitation, the visitation shall be on Saturday, from 10:00 o'clock a.m. to 3:00 o'clock p.m., and on Sunday from 2:00 o'clock p.m. to 7:00 o'clock p.m. The Defendant shall be granted overnight visitation while exercising his weekend visitation when he gets his own residence and if agreed upon between the parties.**
- b. The father shall have visitation with the children the second and fourth Monday of each month from 5:00 o'clock p.m. to 7:00 o'clock p.m.**
- c. The father shall have visitation with the children each Thursday from 5:00 o'clock p.m. to 7:00 o'clock p.m.**
- d. As a condition of visitation, the father shall refrain from the use of alcoholic beverages in the six hours preceding, or at all times during visitation.**
- e. The children shall be delivered and picked up by the mother at the father's place of residence as long as the mother is reasonably able to do so. If the wife is unable to do so, then the husband shall make arrangements regarding the same.**
- f. The husband and wife shall alternate custodial visitation during every other major holiday. Major holiday is defined to be, New Year's, Memorial Day, Fourth of July, Labor Day, and Thanksgiving. The first holiday visitation, which shall be the wife's, shall begin on New Year's Day, 1991.**
- g. The wife shall have custody of the minor children on each and every Easter, and all of the minor children's birthdays, and on every Christmas Eve. Visitation on Christmas Eve shall continue until 11:00 o'clock a.m. on Christmas Day.**
- h. The husband shall have visitation with the minor children on each and every Christmas Day. Visitation on Christmas day shall commence at 11:00 o'clock a.m. through 11:00 o'clock a.m. on December 26.**
- i. The wife shall have visitation of the minor children on her birthday.**

- j. All holiday visitation shall have priority over non-holiday visitation. In addition, when the wife has custody of the minor children during easter, the minor children's birthdays, and her own birthday, said custody shall have priority over the husband's visitation.
- k. The parties also contemplate that the visitation as provided above has been arranged around the husband's work schedule as it currently exists and that said work schedule may change from time to time. In that regard, the wife agrees to be very flexible on the husband's visitation schedule.

8. That the Defendant shall contribute for the support of the minor children of the parties the sum of \$100.00 per month, per child, totaling \$200.00 per month, until the unborn child is born, at which time said child support obligation shall total \$300.00 per month. Said payments shall commence the 14th day of January, 1991, and said payments of \$100.00 shall be made on the 14th and the 28th day of each and every month until the month subsequent to the unborn child being born, at which time payments of \$150.00 shall be made on the 14th and the 28th day of each and every month. Said child support payments applying to each child shall continue until said child reaches the age of 18 or becomes emancipated, whichever is later.

9. It is hereby agreed that at all times while the wife is attending school and/or unemployed, the husband shall be entitled to claim the dependency exemptions for all of the minor children. It is hereby agreed that when the wife is employed on a part-time basis for at least six months of any given year that she shall be entitle to claim the dependency exemption for Cassandra Elaine McDermott; and the husband shall be entitled to claim the dependency exemptions for Alexandra Kathleen McDermott and the

unborn child which has not yet been named. It is hereby also agreed that when the wife is working on a full-time basis for at least six months of the year that she should be entitled to claim the dependency exemptions for Cassandra Elaine McDermott and Alexandra Kathleen McDermott and the husband shall be entitled to claim the dependency exemption for the unborn child which has not yet been named.

10. All payments for child support shall be made to the Clerk of District Court of Richland County, North Dakota, as trustee for remittance to the recipient. The Clerk of District Court is directed to maintain records listing the amounts of such payments, the date when such payments shall be made, the names and addresses of the parties subject to such decree, and any other information deemed necessary for the proper administration of such decree. The parties subject to this decree shall immediately inform the Clerk of District Court of any change of address or of any change in any other condition which may affect the proper administration of Section 14-08-07 through 14-08-10 of the North Dakota Century Code. Whenever there is failure to make the payments as required, the Clerk of District Court is ordered to send notice of the arrears by first class mail, with an affidavit of service, to such person ordered to make the support payments. Upon proof of receipt of such notice, the Clerk of District Court shall, if payment of the entire arrearage has not been made to the Clerk after ten (10) days from the date of proof of receipt of such notice, request the District Judge of

the Judicial District on a form provided by such Judge, to issue a citation for contempt of Court against such person who has failed to make such payments and the citation shall be served on such person as provided by the Rules of Civil Procedure. The Clerk of District Court shall inform the County Social Service Board of Richland County of the fact that a support decree has been made affecting the parties in question and that support payments are received. The Richland County Social Service Board shall notify the Clerk of District Court of Richland County if application is made for welfare assistance by the wife pursuant to this decree.

The Clerk of District Court shall execute a child support wage assignment as outlined in Chapter 14-09 of the North Dakota Century Code.

11. The Plaintiff may remarry at any time after ninety (90) days from the date hereof and the Defendant may remarry at any time after ninety (90) days from the date hereof, except that the Plaintiff and Defendant may remarry each other at any time.

WITNESSETH, the Honorable Richard E. Sabert, Judge of the District Court of the Southeast Judicial District in and for Richland County, State of North Dakota, and my hand and seal of this Court in the City of Wahpeton, in said County and State, this 21 day of January, 1991.

Lorraine Dale Larson
Lorraine Dale Larson
Clerk of the District Court

(SEAL)
n:\div\mcdermott\judgment

By _____
Deputy

311825
BK0793PG1023

COPY

STATE OF MD
COUNTY OF RICHLAND } ss.

CERTIFIED to be a true and correct copy of
the original on file & of record in my office

Dated: 5-25-83

SEAL

CLERK OF DISTRICT COURT

By: Betty Schenck, Deputy

311825

BK 0793PG 1024

State of North Dakota, County of)
 Richland, ex. rel., Barbara)
 McDermott,)
)
 Plaintiff,)
)
 vs.)
)
 Patrick John McDermott,)
)
 Defendant(s).)

DEFAULT JUDGMENT

90-025 4
19
June 90

File # 90-075

32
3/26

Betty Schuffele

The Court having issued its Order for Judgment pursuant to Rule 55 of the NDR CivP directing entry of Judgment against the Defendant herein by reason of the Defendant's failure to serve an Answer on the Plaintiff within twenty (20) days after service of the Summons or to otherwise appear, and in accordance therewith;

NOW, THEREFORE, it is hereby ordered, adjudged and decreed:

1. That the Court has jurisdiction over the parties and over the subject matter herein.
2. That the Defendant is the father of and has a duty to contribute to the support of the minor child(ren), Cassandra Elaine McDermott, born December 16, 1987, and Alexandra Kathleen McDermott, born September 20, 1989.
3. That the Defendant shall pay as and for child support the sum of Three Hundred Eighty-six and no/100 Dollars on or before June 30, 1990, with like amounts payable on or before the last day of each month thereafter pending the parties' divorce, reconciliation or further Order of the Court; that either party may request a review of child support pursuant to Section 14-09-08.9 of the North Dakota Century Code.

4. That the Defendant shall reimburse the Plaintiff in the amount of One Thousand One Hundred Fifty-eight and no/100 (\$1,158.00) Dollars for child support expended from February, 1990, through May, 1990, which amount shall constitute an existing child support arrearage.

5. That the Defendant shall pay toward said child support arrearage the sum of Fifty and no/100 (\$50.00) Dollars on or before June 30, 1990, with like amounts payable on or before the last day of each month thereafter until the arrearage is fully paid.

6. That all payments shall be made to the Clerk of District Court, Richland County Courthouse, P. O. Box 966, North Dakota 58074, in a form acceptable to the Clerk for forwarding to the Plaintiff or Plaintiff's assignee.

7. This order subjects the income of the obligor to immediate income withholding, regardless of whether the obligor's support payments are delinquent pursuant to section 14-09-09.24 of the North Dakota Century Code.

8. That the Defendant shall advise the Regional Child Support Enforcement Unit and the Clerk of District Court within ten (10) days of every change of residence and every change of employment; such advisement shall consist of the names and addresses of new employers and addresses of new residences.

9. That the Defendant shall provide health insurance, whether group or employment related or otherwise, when available

at reasonable cost, for the benefit of the minor child(ren), now or when available in the future.

10. That the Defendant shall advise the Regional Child Support Enforcement Unit of Fargo, North Dakota, of whether health insurance for the benefit of the child(ren) has been obtained, of the particulars of such insurance, and of when such insurance is obtained or lapses.

WITNESS, the Honorable Robert L. Eckert, Judge of District Court for Richland County, North Dakota, and my hand and the seal of said Court this 19 day of June, 1990.

(SEAL)

LORRAINE DALE LARSON,
CLERK OF DISTRICT COURT.
RICHLAND COUNTY, NORTH DAKOTA

BY: Betty Sabersfile
Deputy Clerk

311825

BK0793PG1027

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

SEAL

DATE: July 6, 1993
Clerk of the 1st Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy **311825**

BK0793PG1028

SEAL

STATE OF ND COUNTY OF RICHLAND } CERTIFIED to be a true and correct copy of the original on file & of record in my office dated: <u>5-25-93</u> _____ CLERK OF DISTRICT COURT <u>Betty Schreffel, Deputy</u>

COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

93 JUL -7 P4:43

311825

BK0793PG1029

SUZANNE BEAUDREAU
RECORDER

se PAUL Ka DEPUTY