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SEP 24 1997

DOUGLAS COUNTY
DISTRICT COURT CLERK

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Case No. 97-UR-0103

NO _____

Dept. I

'97 SEP 26 A9:47

BARBARA REED
CLERK
BY J. THALER DEPUTY

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

JOANNE M. BLACK,

Plaintiff,

vs.

ORDER AFTER
STIPULATION

ROBERT J. BLACK,

Defendant.

The Court has reviewed the stipulation entered into by
the parties on the 5th day of September, 1997, 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: 9/26, 1997.

David R. Brantley

DISTRICT JUDGE

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.

DATE 9/26/97 **SEAL**
Breed Clerk of the District Court
of the State of Nevada, in and for the County of Douglas,

By J. Thaler Deputy

0425193

BK1097PG5966

SEP 24 1997

FILED

DOUGLAS COUNTY
DISTRICT COURT CLERK

NO _____

1 Case No. 97-UR-0103

2 Dept. I

'97 SEP 24 A11:39

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4 BARBARA REED
CLERK
J. THALER
5 BY _____ DEPUTY

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

8 JOANNE M. BLACK,
9 Plaintiff,

10 vs.

STIPULATION

11 ROBERT J. BLACK,
12 Defendant.

13 _____ /
14 COMES NOW, Plaintiff JOANNE M. BLACK, by and through
15 GARY L. KENDRICK, DEPUTY DISTRICT ATTORNEY, and Defendant,
16 ROBERT J. BLACK, who hereby agree and stipulate as follows:

17
18 1. That in a Decree of Divorce filed January 17,
19 1997, Defendant was ordered to pay the sum of \$600.00 per month
20 as ongoing support of his minor children, NICHOLE BLACK Born:
21 01/25/82; and KYLE BLACK Born: 11/18/84.

22
23 2. That the Defendant has accrued child support
24 arrearages in the amount of \$1,400.00, through and including
25 September 4, 1997.

26
27 3. That Defendant worked for Douglas Disposal from
28 April 29, 1987 through May 7, 1997, and was earning \$19.25 per

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1 hour when he voluntarily terminated his employment with Douglas
2 Disposal. Defendant has been recently employed in the
3 construction industry, but is now unemployed. Defendant has
4 opened a claim with SIIS for a job-related injury, and is
5 awaiting the outcome of that claim.
6

7
8 4. That based upon Defendant's current employment
9 situation, Plaintiff agrees to temporarily reduce Defendant's
10 ongoing child support from \$600.00 per month to \$400.00 per
11 month, with \$200.00 per month to accrue.

12
13 5. That Defendant's first \$400.00 ongoing child
14 support payment shall be due on October 1, 1997, and continue
15 due on the first day of each and every month for six months.

16
17 6. That this case shall be reviewed on March 3, 1998,
18 to determine Defendant's then ability to pay ongoing child
19 support of \$600.00 per month as ordered in the parties divorce
20 decree. Defendant is required to provide to the District
21 Attorney's Office his 1997 income tax return, last three pay
22 stubs, and any and all other financial information requested by
23 the District Attorney's Office on March 3, 1998. Defendant
24 understands that if he fails to provide to the District
25 Attorney's Office the financial information described above his
26 child support obligation shall immediately revert to \$600.00 per
27 month on April 1, 1998, in accordance with the parties' divorce
28 decree.

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1 7. The parties stipulate and certify that the amount
2 of support is consistent with the appropriate formula set forth
3 in paragraph (b) of subsection 1 of NRS 125B.070.
4

5 8. That Defendant's first monthly child support
6 payment shall be due on October 1, 1997, and continue due on
7 the first day of each and every month thereafter until further
8 order of this court.
9

10 9. That Defendant's child support payments shall be
11 made by wage withholding.
12

13 10. Defendant understands that, in the event he
14 becomes unemployed or underemployed, all child support payments
15 to be made by him to Plaintiff must be in the form of a
16 cashier's check, certified check, or money order, or in cash.
17 The Defendant further understands that if the payment is in the
18 form of cash it must be delivered to the Douglas County Clerk at
19 her office in Minden, Nevada. If the payment is in the form of
20 a cashier's check, certified check, or money order, Defendant
21 understands that it must be made payable to the DOUGLAS COUNTY
22 CLERK, with the notation Case No. 970195 (ROBERT J. BLACK), and
23 be either mailed to the Douglas County Clerk at Post Office Box
24 218, Minden, Nevada 89423, or delivered to said County Clerk at
25 her office in Minden, Nevada.
26
27
28

1 11. That the Defendant shall provide medical
2 insurance coverage for his minor children if available through
3 employment or other group policy.
4

5 12. That pursuant to NRS 125B.080.7, expenses for
6 health care which are not reimbursed through insurance,
7 including expenses for medical, surgical, dental, orthodontic
8 and optical expenses, must be borne equally by both parents in
9 the absence of extraordinary circumstances.
10

11 13. Defendant agrees that he shall notify the Douglas
12 County District Attorney's Office in writing within 10 days of
13 any change in Defendant's mailing address, home address, or
14 employment.
15

16 14. Defendant understands that this support order may
17 be reviewed every three years at the request of either party in
18 accordance with NRS 125B.145.
19

20 15. Defendant understands that failure to pay his
21 support as required by the order entered in accordance with this
22 stipulation will subject him to possible contempt of court with
23 a penalty of 25 days in jail.
24

25 16. Defendant understands that monthly periodic
26 payments ordered in accordance with this Stipulation do not
27 preclude the use of other means to collect any arrears or
28

1 enforce this order, including garnishment, liens, attachments,
2 execution on real or personal property or interception of
3 federal income tax refunds.

4
5 17. Plaintiff and Defendant agree that Defendant's
6 current \$1,400.00 arrearage, and the \$200.00 per month child
7 support accruing during the period October 1, 1997, through
8 March 30, 1998, shall be applied as a payment from Plaintiff to
9 Defendant as and for partial satisfaction of Defendant's equity
10 interest in the parties' home. The total amount of Defendant's
11 equity interest in the parties' home has not yet been determined.

12 DATED: 9-5-97, 1997.

13
14 Gary L. Kendrick

15 GARY L. KENDRICK
16 DEPUTY DISTRICT ATTORNEY
17 Post Office Box 1240
18 Minden, Nevada 89423
19 (702) 782-9881
20 Attorney for Plaintiff

21 Robert J. Black

22 ROBERT J. BLACK

23 Defendant

24 Joanne M. Black

25 JOANNE M. BLACK
26 747 BLUEROCK RD
27 GARDNERVILLE, NV 89410
28 Plaintiff

SEAL

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.

DATE: 9/24/97

Breed
Clerk of the 8th Judicial District Court
of the State of Nevada, in and for the County of Douglas,

By J. Thaler

Deputy

0425193

DOUGLAS COUNTY

REQUESTED BY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 OCT 30 A9:28

LINDA SLATER
RECORDER

\$ 0 PAID 0 DEPUTY

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