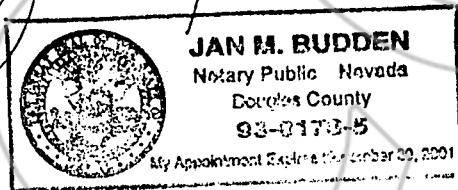


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3. That the judgment debtor's name is EDWARD RISKO, whose address is 942 DEAN DR, GARDNERVILLE, 89410
 4. That the judgment debtor's Nevada driver's license number is [REDACTED].
 5. That the judgment debtor's social security number is [REDACTED]1001.
 6. That the judgment debtor's date of birth is NOVEMBER 16, 1953.
 7. That a certified copy of the order and judgment filed on August 22, 1999 is attached.

Marilyn Mariolo
Marilyn Mariolo

SUBSCRIBED and SWORN to before me
this 25th day of OCTOBER, 1999.

Jan M. Budden
NOTARY PUBLIC



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FILED

RECEIVED
JUL 28 1999
DO. DISTRICT

NO _____

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BARBARA REED
CLERK

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

JANET RISKO

Plaintiff,

vs.

EDWARD RISKO,

Defendant.

ORDER ENFORCING PROVISIONS
OF DECREE OF DIVORCE, ESTABLISHING
CHILD SUPPORT AND PAYMENTS OF
OBLIGATIONS

This matter came on for hearing on Friday, July 23, 1999 at the hour of 9:30 a.m. Plaintiff Janet Risko was present in court with her counsel Nancy Rey Jackson; defendant was present with his counsel Charles S. Zumpft. Defendant admitted through his counsel that he failed to obey the provisions of the decree of divorce in that he was delinquent in the mortgage payments on the residence and that the delinquency was in excess of three months on the first mortgage with NORWEST and more than five months on the second. Plaintiff notified the Court that she had paid off the delinquency on the second mortgage from the Money Store as that company had begun foreclosure proceedings against the parties' home. The amount paid by her was \$1,183.38.

Defendant also admitted that he failed to pay school tuition on behalf of the children and had made no payments since entry of decree.

Upon inquiry by the Court, defendant admitted that he was the party responsible for making the payments. Defendant further agreed that his failure to meet the obligations set aside to him under the decree as mentioned above triggered the enforcement remedies set out in the decree.

Following statements by counsel and the parties, the Court ordered defendant to execute in court

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1 the listing agreement, placing the house for sale through Coldwell Banker, Itildo. Defendant did so. The
2 Court then entered the following orders:

3 IT IS HEREBY ORDERED that the house shall be listed for sale with an asking price of
4 \$129,000.00. The parties shall review any offer made within the parameters set by the Court. Any offer
5 within those parameters shall be accepted by the parties.

6 IT IS FURTHER ORDERED that defendant shall promptly allow a walk through of the residence
7 and that he shall make all necessary minor repairs and clean up as suggested by the real estate agent
8 within seven (7) days of the time the agent makes the suggestion. The cost of the clean up and repairs
9 shall be borne by defendant.

10 IT IS FURTHER ORDERED that defendant shall continue to reside in the home and maintain
11 it in a saleable condition. He shall make the mortgage payments on the first and second mortgages until
12 the sale of the house.

13 IT IS FURTHER ORDERED that in addition to plaintiff's equity of \$15,000.00 previously
14 agreed upon, she shall be reimbursed the monies expended by her to bring the second mortgage current.
15 Any cost associated with her payment of \$1,183.38 shall also be repaid by defendant. The
16 reimbursement shall come from defendant's share of the proceeds.

17 IT IS FURTHER ORDERED that as and for the support of the minor children defendant shall
18 pay to plaintiff the sum of \$600.00 per month for both children. **THIS IS A WAGE WITHHOLDING**
19 **ORDER.** The amount of \$600.00 shall be withheld from defendant's pay check and forwarded to
20 plaintiff. Currently defendant is employed by John Brink Construction in Tahoe City, CA. Defendant
21 is paid weekly. The employer shall thus deduct the sum of \$159.19 from defendant's pay check weekly
22 and forward that amount to JANET RISKO, 1357 Toyabe, Gardnerville, 99410. That amount
23 includes defendant's one half share of the cost of medical insurance coverage paid by plaintiff on behalf
24 of the minor children. The child support ordered herein shall be retroactive to the time defendant failed
25 to make the school tuition payments. The arrearage amounts accrued to date is \$4,200.00. The arrearage
26 of \$4,200.00 shall be repaid to plaintiff from defendant's share of the proceeds of the sale of the house
27 upon its sale.

1 The first payment from defendant other than the arrearage shall be due and payable on July 30,
2 1999. Should defendant be unemployed for any period of time, he shall be directly responsible to
3 plaintiff for all child support payments.

4 IT IS FURTHER ORDERED that defendant shall be responsible for one half the cost of medical
5 insurance coverage for the minor children as well as one-half the cost of all uncovered medical expenses
6 not covered by insurance. The cost of coverage to defendant is \$89.00 per month. It shall be paid
7 through the wage withholding order as provided above. Defendant shall reimburse plaintiff one-half
8 uncovered costs paid by her within 10 days of his receipt of a document evidencing such payment.

9 NOTICE: The parent responsible for paying child support is subject to NRS 31A.025 to 31A.340,
10 inclusive. Should payments of support become at least thirty (30) days delinquent, a wage withholding
11 may be issued in accordance with NRS Chapter 31A without further notice. Defendant is hereby
12 notified that this is a wage withholding order. His child support payment obligation in the amount of
13 \$600.00 per month, shall be made by a wage withholding through his employer, currently John Brink
14 Construction in Tahoe City.

15 NOTICE: Pursuant to NRS 125.450 (2), the wages and commissions of the parent responsible
16 for paying child support shall be withheld or assigned in the manner provided in NRS Chapter 31A
17 unless all parties agree otherwise in writing.

18 NOTICE: Pursuant to NRS 125.510 (9), the obligation for care, education, maintenance and
19 support of any minor child created by an order of a court ceases:

20 a) Upon the death of the person to whom the order was directed; or

21 b) When the child reaches eighteen (18) years of age if he or she is no longer enrolled in high
22 school, otherwise, when he or she reaches nineteen (19) years of age.

23 NOTICE: Pursuant to NRS 125B.145, the child support amount shall be reviewed at least once
24 every three years to determine whether the amount of child support should be adjusted or modified.

25 NOTICE: Pursuant to NRS 125A.350, once custody has been established and the custodial
26 parent, or a parent having joint custody, residing in the State of Nevada intends to move his or her
27 custody, residing outside of this state and to take the child with him or her, the custodial parent must,

1 as soon as possible and before the planned move, attempt to obtain the written consent of the other
2 parent to move the child from the state. If a non-custodial parent or other parent having joint custody
3 refuses to give that consent, the parent planning the move shall, before he or she leaves the state with
4 the child, petition the court for permission to move the child. The failure of a parent to comply with the
5 provisions of this section may be considered as a factor if a change of custody is requested by the non-
6 custodial parent or other parent having joint custody.

7 NOTICE: Pursuant to NRS 125B.055, within 10 days after the court issues a decree ordering
8 support for a minor child, each party shall provide the court and the Welfare Division of the Nevada
9 Department of Human Resources the following information in writing:

- 10 1) Social Security number;
- 11 2) Residential and mailing addresses;
- 12 3) Telephone number;
- 13 4) Driver's license number; and
- 14 5) Name, address, telephone number of employer.

15 Each party shall update the information with the court and the Welfare Division within 10 days after the
16 information becomes inaccurate.

17 NOTICE: Pursuant to NRS 125.510 (5), the following language must be made a part of all
18 orders pertaining to custody of minor child:

19 **PENALTY FOR VIOLATION OF ORDER:** THE ABDUCTION, CONCEALMENT, OR
20 DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY
21 D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a
22 lit. right of custody to a child or any parent having no right of custody to the child who willfully
23 detains, conceals or removes the child from a parent, guardian or other person having lawful custody or
24 right of visitation of the child in violation of an order of this court, or removes the child from the
25 jurisdiction of the court without the consent of either the court all persons who have the right of custody
26 or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

27 NOTICE: Pursuant to NRS 125.510 (7), the terms of the Hague Convention of October 25,
28

1 1980, adopted by the 14th Session of the Hague Conference on Private International Law apply, if a
2 parent abducts or wrongfully retains a child in a foreign country. The parties agree that the United States
3 of America is the habitual country of residence of the minor children.

4 IT IS FURTHER ORDERED that the provisions paragraph 7 of the Child Support, Child
5 Custody and Property Settlement Agreement, OTHER COSTS are hereby vacated and that in view of
6 the child support payment obligation imposed herein, defendant shall not be responsible for one-half the
7 costs incurred by plaintiff on behalf of he minor children. He shall however continue to provide
8 necessities for the minor children when they are in his custody.

9 IT IS FURTHER ORDERED THAT defendnat shall reimburse petitioner the sum of \$250.00
10 to defray the cost of her attorney fees incurred in bringing this motion. That amount shall also be paid
11 from the proceeds of the sale. Should the proceeds be insufficient, respondent shall pay that amount
12 directly to plaintiff.

13 Dated 3 day of August, 1999

14
15 
16 DISTRICT JUDGE

17 Submitted by:

18 Nancy R. Jackson, Esq. #03648
19 1591 Mono Avenue
20 Minden, NV 89423

21
22
23 **CERTIFIED COPY**

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

27 **SEAL**

28 DATE: September 16, 1999

D. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, In and for the County of Douglas,

By:  Deputy

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REQUESTED BY
DOUGLAS COUNTY

**IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA**

1999 OCT 25 PM 3: 19

LINDA SLATER
RECORDER

\$ 0 PAID K2 DEPUTY

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