

208 ✓ Maria Silva Moyers  
362 Sussex Place  
Carson City, NV 89103

REC'D & FILED

1 Case No. 99-01026D  
2 Dept. No. II

'00 JUN 22 A11:43

ALAN GLOVER  
CLERK  
BY *[Signature]*  
DEPUTY

7 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR CARSON CITY

10 MARIA SILVA MOYERS, )  
11 Plaintiff, )  
12 vs. )  
13 TROY DOUGLAS MOYERS, )  
14 Defendant. )

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND JUDGMENT AND  
DECREE OF DIVORCE**

15 The above-entitled case, having come on regularly for hearing in the above entitled Court, on the  
16 1st day of June, 2000, the Plaintiff being present and represented in Court by Steven A. Wilson, Esq., and  
17 the Defendant being present and represented by Jeffrey Friedman, Esq.; the Court having heard  
18 testimony, receiving into evidence Exhibits 1 through 20, and having jurisdiction over the subject matter  
19 and the parties to said action, the Court finds as follows:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

- 21 1. That the Court has jurisdiction both as to the Plaintiff and the subject matter of this action.  
22 2. That the Plaintiff has been a bona fide resident of the State of Nevada for more than six weeks  
23 preceding the commencement of this action and domiciled in Nevada.  
24 3. That the Plaintiff and Defendant were married on November 14, 1992, in South Lake  
25 Tahoe, California.  
26 4. That the Plaintiff and the Defendant have one minor children, Taylor Moyers, born January  
27

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1 15, 1995.

2 5. The Parties have community property and community debts, which are subject to the  
3 jurisdiction and division by this Court.

4 6. That the parties are incompatible in marriage and therefor, the Plaintiff is entitled to a judgment  
5 and decree of divorce.

6 7. The Parties have made a division of all of the community assets and debts of the Parties as set  
7 forth in Exhibit A, and the same is hereby confirmed and ratified by the Court with the modifications  
8 noted therein.

9 8. That neither party is awarded alimony.

10 9. That each Party shall bear their own attorneys' fees and costs.

11 10. That Plaintiff's maiden name of Silva be restored.

12 11. The Parties have entered into a child sharing plan, attached hereto as Exhibit B, and the same  
13 is hereby confirmed and ratified by the Court with the following modifications:

14 A. Defendant shall drop Taylor Moyers off at Plaintiff's residence at 7:30 a.m. Plaintiff  
15 shall drop Taylor Moyers off at Defendant's residence at 4:45 p.m.

16 B. All exchanges of Taylor Moyers shall occur at the parties' respective residences.

17 C. That Plaintiff's boyfriend will not participate in the exchanges of Taylor Moyers.

18 D. That Plaintiff shall install a gun lock on any firearms in Plaintiff's residence.

19 12. That the parties shall alternate claiming a federal tax exemption for Taylor Moyers. Plaintiff  
20 claimed the exemption in 1999. Defendant will claim Taylor Moyers in 2000. The parties will then  
21 alternate claiming the tax exemption every other year.

22 13. That the parties' relative gross incomes are equal and therefore, pursuant to Wright v.  
Osburn, 114 Nev. 1367, 970 P.2d 1071 (1998), neither party shall pay child support at this time.

23 14. That Plaintiff shall solely bear the expense of providing medical insurance for Taylor Moyers.

24 15. That Defendant shall execute a promissory note in favor of Plaintiff in the amount of  
25 \$40,596.86, plus statutory interest, within 30 days of this Order, with the first payment being due on June  
26 15, 2000. The minimum monthly payment will be \$750.00. This note shall be secured by the marital  
27 assets awarded to Defendant, including, but not limited to the residence at 1425 Spooner, Carson City,  
28

1 NV, and Graphics Express.

2 16. Plaintiff, to the best of her knowledge, is not pregnant at this time.

3 17. That both parties waive any and all rights to alimony and/or spousal support.

4 **JUDGMENT AND DECREE OF DIVORCE**

5 NOW, THEREFORE, in consideration of the above Findings of Fact and Conclusions of Law,  
6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that MARIA SILVA MOYERS and TROY  
7 MOYERS are incompatible in marriage;

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now  
9 and heretofore existing between Plaintiff and Defendant be, and the same hereby are dissolved, and an  
10 absolute and final decree of divorce is hereby granted to the Plaintiff, and each of the Parties is restored  
11 to the status of single, unmarried persons;

12 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Plaintiff and the  
13 Defendant are instructed to divide the assets and liabilities according to Exhibit A attached hereto and  
14 hereby incorporated into this decree by reference and as set forth herein the Court's Findings of Fact and  
15 Conclusions of Law;

16 IT IS THEREFORE FURTHER ORDERED that the parties will execute all documents necessary  
17 to effectuate the property division set forth on Exhibit A attached hereto and hereby incorporated by  
18 reference, including, but not limited to quit claim deeds, promissory note and vehicle titles, within 30 days  
19 of the date of this order;

20 IT IS THEREFORE FURTHER ORDERED that both parties waive any and all rights to spousal  
21 support to which he or she may be entitled to;

22 IT IS THEREFORE FURTHER ORDERED that Plaintiff's maiden name of SILVA be restored  
23 to her;

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that joint legal and physical  
25 custody of the parties' minor child, TAYLOR MOYERS is awarded to the parties subject to the terms  
26 of the child sharing plan which is attached hereto as Exhibit B and hereby incorporated by reference, with  
27 the following modifications;

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1 A. Defendant shall drop Taylor Moyers off at Plaintiff's residence at 7:30 a.m. Plaintiff shall drop Taylor Moyers off at Defendant's residence at 4:45 p.m.

2 B. All exchanges of Taylor Moyers shall occur at the parties' respective residences.

3 C. That Plaintiff's boyfriend will not participate in the exchanges of Taylor Moyers.

4 D. That Plaintiff shall install a gun lock on any firearms in Plaintiff's residence.

5 IT IS THEREFORE FURTHER ORDERED that since there is no current disparity between the  
6 relative gross income of the parties, neither party shall be compelled to pay child support at this time;

7 IT IS THEREFORE FURTHER ORDERED that Plaintiff shall be entitled to claim Taylor  
8 Moyers as a federal tax exemption in 1999, with Mr. Moyers being entitled to claim Taylor Moyers as  
9 a federal tax exemption in 2000, and the parties alternating this right every other year;

10 IT IS THEREFORE FURTHER ORDERED that all expenses for health care which are not  
11 reimbursed, including expenses for medical, surgical, dental, orthodontic and optical expenses shall be  
12 borne equally by the parties;

13 IT IS THEREFORE FURTHER ORDERED that Plaintiff shall bear the expense of providing  
14 medical insurance for Taylor Moyers;

15 IT IS THEREFORE FURTHER ORDERED that each party shall bear its own attorneys' fees  
16 and legal costs; and

17 IT IS THEREFORE FURTHER ORDERED that Defendant shall execute a promissory note in  
18 the amount of \$40,596.86, plus interest at the statutory rate, within 30 days of the date of this Order.  
19 Said note is to be secured by the marital assets awarded herein to Defendant. The minimum monthly  
20 payments shall be \$750.00 per month.

21 NOTICE REGARDING CHILD SUPPORT: If either party is obligated to pay support, the  
22 parties are hereby notified that his/her obligation may subject him/her to the child support enforcement  
23 collection provisions contained in Chapters 31A, 125.450(2) and 425 of the Nevada Revised Statutes.

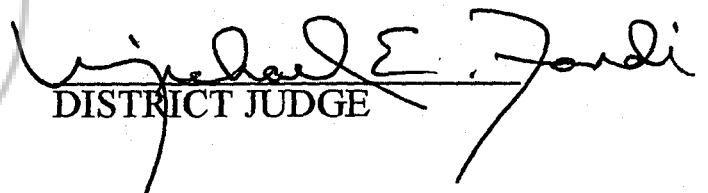
24 The parties are reminded that NRS 125B.145 provides that an order issued by any court or  
25 expedited process for the support of a child that is being enforced in this State, must be reviewed by the  
26 court at least every three years pursuant to said section to determine whether the order should be  
27 modified.

1 The parties are further advised of the existence of NRS 125A.350 which requires that a parent  
2 wishing to move his/her residence outside the State of Nevada and to take a child or children with  
3 him/her, must, as soon as possible and before the planned move, attempt to obtain the written consent  
4 of the other party or permission of this Court.

5 THE PARTIES ARE HEREBY NOTIFIED AS FOLLOWS: **PENALTY FOR VIOLATION**  
6 **OF ORDER:** THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN  
7 VIOLATION OF THIS COURT'S ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS  
8 PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of  
9 custody to a child or any parent having no right of custody to the child who willfully detains, conceals,  
10 or removes the child from a parent, guardian or other person having lawful custody or a right of visitation  
11 of the child in violation of an order of this court, or removes the child from the jurisdiction of the court  
12 without the consent of either the court or all persons who have the right to custody or visitation is subject  
13 to being punished for a category D felony as provided in NRS 193.190.

14 The parties are further advised that the terms of the Hague Convention of October 25, 1980,  
15 adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent  
16 abducts or wrongfully detains a child in a foreign country. The United States is the child's country of  
17 origin.

18 DATED this 21<sup>st</sup> day of June, 2000.

20   
21 DISTRICT JUDGE

**COMMUNITY ASSETS AND DEBTS**

| <u>ASSET VALUE</u>                                                                                                                                                                                          | <u>DEBT</u>                                                                                 | <u>EQUITY/(DEBT)</u>     |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------|--------------------|
|                                                                                                                                                                                                             |                                                                                             | <u>MARIA SILVA</u>       | <u>TROY MOYERS</u> |
| 1. 362 Sussex Place<br>-value of \$210,000.00                                                                                                                                                               | First Mortgage<br>-\$181,020.32                                                             | \$28,979.68              |                    |
| 2. 1425 Spooner Drive<br>-value of \$124,000.00                                                                                                                                                             | First Mortgage<br>-\$89,226.35<br>Second Mortgage<br>-\$15,167.96                           |                          | \$19,605.69        |
| 3. Graphic Express                                                                                                                                                                                          |                                                                                             |                          | \$108,000.00       |
| 4. Peppermill Retirement<br>Plan (100% CP)                                                                                                                                                                  |                                                                                             | \$12,913.28              |                    |
| 5. Southwest Gas Shares<br>(100% CP)                                                                                                                                                                        |                                                                                             | \$ 310.95                |                    |
| 6. 1999 Toyota Tacoma<br>-\$14,718.09 loan balance<br>-\$15,740.00 value                                                                                                                                    |                                                                                             | To Ms. Moyers            |                    |
| 7. Ruby and diamond ring                                                                                                                                                                                    |                                                                                             | \$ 750.00                |                    |
| 8. Diamond wedding set<br>-Maria's ring<br>-Loan balance<br>-Troy's ring                                                                                                                                    |                                                                                             | \$7,850.00<br>\$1,095.00 |                    |
| 9. Furniture-362 Sussex<br>-front room<br>-2 small prints<br>-2 end tables<br>-1 coffee table<br>-1 sectional couch<br>-1 coffee table<br>-1 wicker chair<br>-3 baskets<br>-1 large plant<br>-1 Ficus plant | Maria's separate property (owned prior to marriage)<br><br>Maria's separate property (gift) | \$4,718.00               |                    |

|                                               |                                                     |
|-----------------------------------------------|-----------------------------------------------------|
| —2 small plants                               | Maria's separate property (gift)                    |
| —1 rocking chair                              | Maria's separate property (owned prior to marriage) |
| —1 CD holder                                  | Maria's separate property (owned prior to marriage) |
| —1 stereo system                              |                                                     |
| —1 CD set                                     |                                                     |
| —20 classical CDs                             |                                                     |
| —1 small hutch                                |                                                     |
| —1 Dracaena                                   | Maria's separate property (gift)                    |
| —1 Schflerra                                  | Maria's separate property (owned prior to marriage) |
| —5 animal knick<br>knacks                     | Maria's separate property (gift)                    |
| —2 clay statutes                              | Maria's separate property (owned prior to marriage) |
| —1 large candle                               | Maria's separate property (gift)                    |
| —Computer Room                                |                                                     |
| —1 bookshelf                                  |                                                     |
| —approx. 200 books                            |                                                     |
| —1 wolf print                                 |                                                     |
| —1 printer                                    |                                                     |
| —1 computer                                   |                                                     |
| —1 monitor                                    |                                                     |
| —1 desk                                       |                                                     |
| —1 filing cabinet                             | Maria's separate property (gift)                    |
| —1 print                                      |                                                     |
| —1 small lamp                                 |                                                     |
| —1 vase                                       | Troy's separate property (gift)                     |
| —1 wolf print                                 |                                                     |
| —1 paper shredder                             | Maria's separate property (gift)                    |
| —1 cordless phone                             |                                                     |
| —1 word processor                             | Maria's separate property (gift)                    |
| —1 wine rack                                  | Maria's separate property (gift)                    |
| —1 stenography<br>machine                     |                                                     |
| —steno books, tapes,<br>software,<br>CD games |                                                     |
| —Family Room                                  |                                                     |
| —1 petroglyph                                 | Maria's separate property (gift)                    |
| —1 wicker chest                               | Maria's separate property (owned prior to marriage) |
| —3 plant stands                               |                                                     |
| —3 African violets                            |                                                     |
| —2 spider plants                              | Maria's separate property (owned prior to marriage) |
| —1 mother-in-law<br>plate                     | Maria's separate property (gift)                    |

- 1 dracaena Maria's separate property (owned prior to marriage)
- 1 Schflerra
- Kitchen
- 1 table
- 4 chairs
- 1 wooden garbage can
- 1 kitchen clock Maria's separate property (gift)
- 1 peace lily
- 1 blanket stitch
- begonia Maria's separate property (gift)
- 1 begonia
- 1 hanging plant Maria's separate property (owned prior to marriage)
- 3 cookbooks Maria's separate property (owned prior to marriage/gifts)
- 5 cookbooks
- 1 fruit basket Troy's separate property
- dish set for 8,  
silverware for 8,  
cooking utensils,  
bakewear, food processor,  
tupperware, coffee grinder,  
waffle maker, glasses, cookie sheets,  
knife set, etc.
- 1 refrigerator
- Master bedroom
- 1 California king size bed
- 1 California king mattress set
- 2 king size down pillows
- 1 king size sheet set
- 2 king size pillows
- 1 pine armoire
- 2 pine night stands
- 1 six drawer dresser with mirror
- 1 bed tray Troy
- 1 iron
- 3 candle set
- 1 CD box sets Maria's separate property (owned prior to marriage)
- 1 CD box set



- 6 CDs Maria's separate property (gifts)
- 132 CDs Maria's separate property (owned prior to marriage)
- 2 CDs Troy's (gifts)
- 76 CDs
- Various videos, paperbacks,  
cassettes, pictures,  
blankets, jewelry  
boxes
- Master bathroom and bathroom linen closet and closet
- 3 bath rugs
- 1 Wergut scale Troy
- 1 plastic caddy Maria's separate property (owned prior to marriage)
- various baskets, sheet sets,  
towels, games
- Taylor Moyers' room and spare bedroom
- 1 kitchen play set Maria's separate property (gift)
- 1 bookshelf Troy
- 1 tall dresser Maria's separate property (gift)
- 1 child's bed
- 1 16" TV Maria's separate property (owned prior to marriage)
- 1 sewing machine Maria's separate property (gift)
- 1 wicker frame  
mirror Maria's separate property (owned prior to marriage)
- various stuffed animals,  
blankets Maria's separate property (owned prior to marriage)
- toys
- Garage
- 1 washer
- 1 dryer
- 1 large desk Troy
- 1 small rototiller
- 1 push mower
- Various garden tools,  
shovels, broom,  
rake, various items

Items removed from residence by Troy Moyers

\$1,025.00

- 1 4-head VCR
- 1 27" or 32" TV
- 1 Kirby vacuum
- 1 futon and frame
- 1 queen size sheet  
set
- 1 six drawer

|                                                                                                                  |               |              |
|------------------------------------------------------------------------------------------------------------------|---------------|--------------|
| dresser                                                                                                          |               |              |
| —1 gas BBQ                                                                                                       |               |              |
| —1 washer                                                                                                        |               |              |
| —1 dryer                                                                                                         |               |              |
| —1 copy machine                                                                                                  |               |              |
| —1 leather chair                                                                                                 |               |              |
| —1 microwave                                                                                                     |               |              |
| —1 camcorder                                                                                                     |               |              |
| —1 down comforter                                                                                                |               |              |
| —various dishes, cookware,<br>silverware, glasses,<br>towels                                                     |               |              |
| 10. 1425 Spooner Drive—see list attached hereto<br>as Schedule A-1                                               |               | \$2,448.00   |
| 11. PFS Shareholder SEP AND ROTH<br>IRA                                                                          |               | \$3,076.10   |
| 12. Class action against builder of<br>1425 Spooner                                                              |               | \$0.00       |
| 13. 1996 Suzuki Motorcycle                                                                                       |               | \$1,900.00   |
| 14. Maria Moyers' checking and savings account<br>balances and cash                                              | \$467.25      |              |
| 15. Troy Moyers' personal<br>checking and savings account balances<br>and cash on hand per Financial Declaration |               | \$340.00     |
| 16. Mutual fund for Taylor Moyers                                                                                | To Ms. Moyers |              |
| <b>TOTAL ASSETS DISTRIBUTED</b>                                                                                  | \$57,084.16   | \$136,394.79 |
| 17. Debts                                                                                                        |               |              |
| —Household Retail Services                                                                                       | (\$3,155.12)  |              |
| —Macys                                                                                                           | To Ms. Moyers |              |
| —MBNA (Ms. Moyers)                                                                                               | (\$3,225.53)  |              |
| —NFCU Visa                                                                                                       | (\$ 2,244.81) |              |
| —Sears                                                                                                           | (\$ 356.48)   |              |
| —Universal Card Services                                                                                         | (\$3,079.40)  |              |

|                                              |                      |                      |
|----------------------------------------------|----------------------|----------------------|
| -JP Chadom Jewelers                          | (\$ 900.00)          |                      |
| -JP Chadom Jewelers                          |                      | (\$400.00)           |
| -Macy's Premier Visa                         | <u>(\$1,634.96)</u>  |                      |
| -Advanta                                     |                      | (\$5,039.81)         |
| - <u>MBNA (Mr. Moyers)</u>                   |                      | <u>(\$7,273.41)</u>  |
| <b>TOTAL DEBT</b>                            | <b>(\$14,596.30)</b> | <b>(\$12,713.22)</b> |
| <b>OVERALL DISTRIBUTION</b>                  | <b>\$42,487.86</b>   | <b>\$123,681.57</b>  |
| <b>EQUALIZATION PAYMENT</b>                  | <u>\$40,596.86</u>   | <u>(\$40,596.86)</u> |
| <b>TOTAL COMMUNITY DEBTS/ASSETS RECEIVED</b> | <b>\$83,084.72</b>   | <b>\$83,084.71</b>   |

COPY

## MEDIATOR'S REPORT

DATE 10/19/99 CASE NUMBER #99-01026D

CASE OF MOYERS VS MOYERS

|          | FATHER                                   | MOTHER                              |
|----------|------------------------------------------|-------------------------------------|
| NAME     | Troy Moyers                              | Maria Moyers                        |
| ADDRESS  | 1425 Spooner Dr<br>Carson City, NV 89706 | 362 Sussex<br>Carson City, NV 89703 |
| PHONE    | 841-1909                                 | 883-4450                            |
| ATTORNEY | Jeffrey Friedman                         | Steven Wilson                       |

|               | CHILDREN      |
|---------------|---------------|
| NAME          | Taylor Moyers |
| DATE OF BIRTH | 1/15/95       |

Discovery Commissioner David Nielsen:

The above entitled matter has been resolved through mediation. The parties have agreed to the following:

- 1) Both parents will share custody of their daughter Taylor. The parenting plan is as follows and will start when Taylor starts first grade: Except for the month of August father will have Taylor on Friday after school until Monday evening at 7 p.m. Mother will have Taylor from 7 p.m. on Monday until the next Friday when father picks Taylor up from school. The exception to this will be on the third Friday of each month when mother will have Taylor for Friday, Saturday, Sunday and Monday. Until Taylor starts school the parents agree to continue with the current plan.
- 2) After Taylor starts school both parents agree that for the month of August father will have the first 21 days of the month and mother will have the next 10 days. Both parents agree that if either parent needs additional days for a vacation time or to change vacation plans that they will cooperate and arrange between themselves to trade days and notify the other at least two months in advance.
- 3) Both parents agree to the following holidays: Mother will have Mother's Day and father will have Father's Day. Both parents will alternate spring break which starts after school on Friday and ends the next Friday at 6 p.m. and to alternate Christmas vacation time. One parent will have the first week of Christmas break and the other parent the second week of Christmas break. They will alternate this. The exception to this will be if both parents are in town for Christmas in which case one parent will have Taylor for Christmas Eve from 3 p.m. and Christmas Day until 11 a.m. and the other parent will have the rest of Christmas Day until

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EXHIBIT B

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the next morning. Both parents will also alternate the four day Thanksgiving holiday as well as Halloween.

- 4) Each party agrees to inform the other parent of day care arrangements and of the whereabouts of Taylor if out of town. Each parent will give the other parent first option if day care or child care is needed.

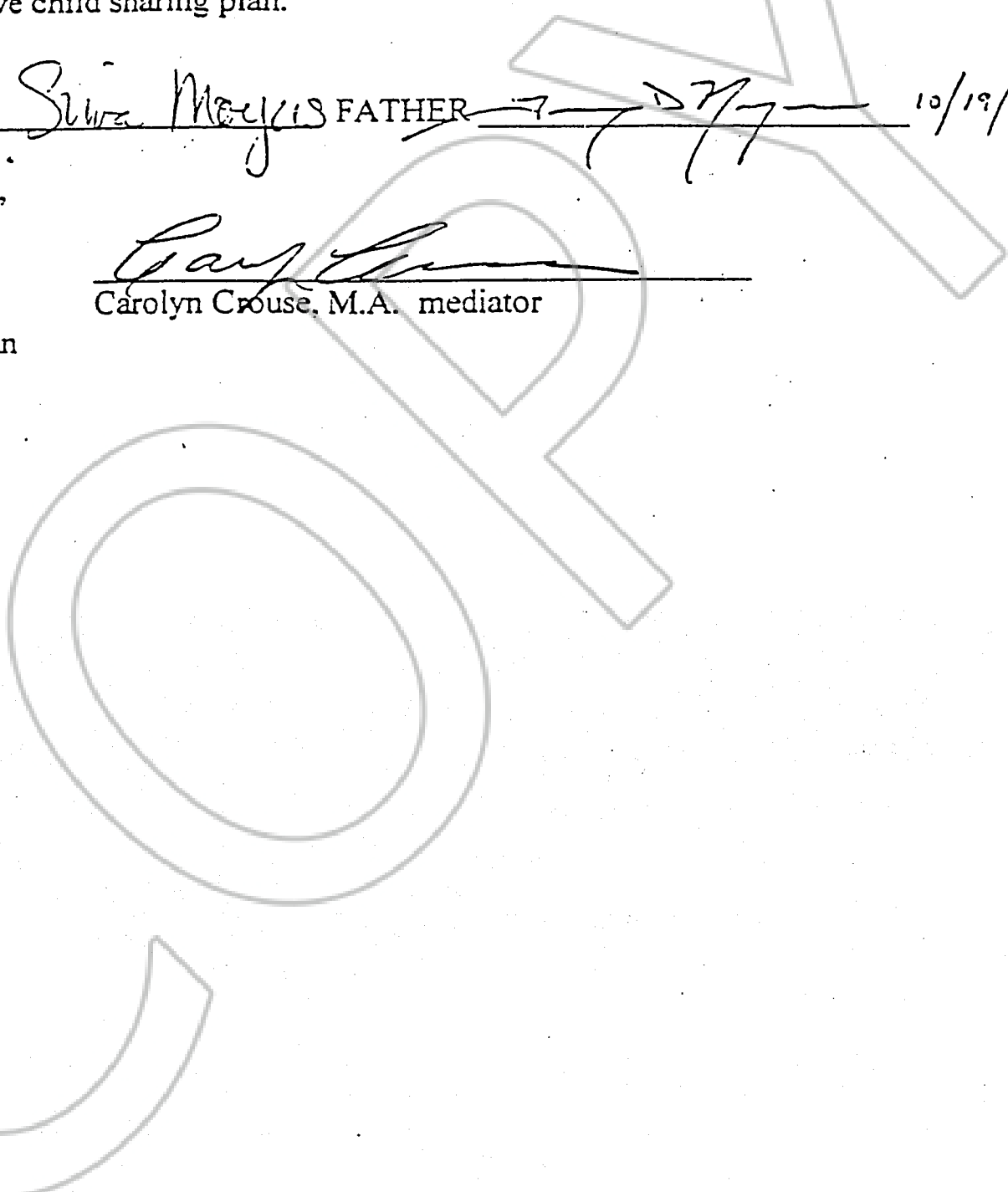
We agree with the above child sharing plan.

MOTHER Maria Silva Mendes FATHER [Signature] 10/19/99

Respectfully submitted,

[Signature]  
 Carolyn Crouse, M.A. mediator

cc: Jeffrey Friedman  
 Steven Wilson



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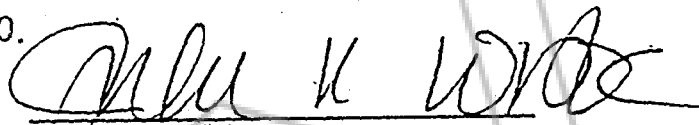
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CERTIFICATE OF SERVICE

I certify that on this date, pursuant to NRCF 5(b), I deposited in the United States mail at Carson City, Nevada, a true copy of the foregoing MOTION FOR COURT PERMISSION TO TAKE CHILD OUT OF STATE FOR FAMILY VACATION addressed to:

JEFFREY FRIEDMAN, LTD.  
150 N. CENTER STREET, SUITE 323  
Reno, NV 89501

Dated this 4<sup>th</sup> day of JULY, 2000.

  
Julie K. Wisbar

**COPIES**

REQUESTED BY  
Maria Silva Moyers  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 AUG 11 PM 1:09

LINDA SLATER  
RECORDER

\$20.00 PAID  DEPUTY

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**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: Aug. 3, 2000

4 ALAN GLOVER, City Clerk and Clerk of the First Judicial District Court and the State of Nevada, in and for Carson City

By  Deputy

**SEAL**