

FILED

2003 JAN 14 PM 5:04

BARBARA REED
CLERK
J. THALER
DEPUTY

1 CASE NO.: 96-CV-0115
2 DEPT. NO.: II RECEIVED
3 JAN 14 2003
4 DOUGLAS COUNTY
5 DISTRICT COURT CLERK

6
7 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF DOUGLAS
9

10 DIANE BARTSCH,
11 Plaintiff,
12 vs.
13 THOMAS A. ABDOO,
14 Defendants.

PLAINTIFF'S AFFIDAVIT OF
RENEWAL OF JUDGMENT

NRS 17.214

15
16 COMES NOW the above-named Plaintiff, (hereinafter, "Diane")
17 and renews the Judgment herein, pursuant to the terms of NRS
18 17.214.

19 A. Date of Judgment. The Judgment, entered and docketed on
20 February 20, 1997, has not been paid in whole or part.

21 B. Date of Expiration. The Judgment would expire on
22 February 20, 2003, if not renewed. NRS 11.190. This Affidavit
23 is, therefore, being properly filed within the requisite 90 days
24 of expiration. NRS 17.214(a).

25 1. Parties and Succession. The parties are Diane
26 Bartsch and Thomas A. Abdo, as set forth in the above caption
27 and the Judgment itself. Diane remains the sole judgment
28 creditor, without any successor in interest.

0563940

BK0103PG05467

1 2. Recording. The Judgment was recorded on February
2 26, 1997, in Douglas County, Book 0297, Page 3671, Document
3 number 0407286, a copy of which is attached hereto as Exhibit A.

4 3. Date and Amount of Judgment. The Judgment was
5 dated February 19, 1997, in the amount of \$43,000. The Clerk of
6 the Douglas County Court no longer maintains a physical judgment
7 docket book, the records now residing in the Court computer.
8 Therefore, there is no number and page of the court docket in
9 which the Judgment is entered.

10 4. Writ(s) of Execution. According to the Clerk's
11 Office, there are no outstanding writs of execution for
12 enforcement of the Judgment.

13 5. Payments on Judgment. No payments have been made
14 on the Judgment.

15 6. Setoffs or Counterclaims. There are no setoffs or
16 counterclaims in favor of the judgment debtor, and no credits to
17 the Judgment.

18 7. Amount Due. With statutory interest, to date, per
19 the attached Exhibit B Prime Interest Rate history and Judgment
20 Interest spreadsheet, the exact amount of the Judgment due,
21 through January 13, 2003, is \$67,519.42.

22 C. Notification. A copy of this Renewal is being sent to
23 the judgment debtor by certified mail, return receipt requested,
24 at his last known address, as set forth in the attached PROOF OF
25 SERVICE BY MAIL - CERTIFIED, RETURN RECEIPT REQUESTED.

26 ///

27 ///

28 ///

1 Dated: January 13, 2003

SULLIVAN LAW OFFICES
A Professional Corporation

[Handwritten Signature]

By: J. D. SULLIVAN
Attorneys for Plaintiff,
The Pet Pantry International
Incorporated

1650 North Lucerne Street
Minden, NV 89423

Telephone: (775) 782-6915
Telecopier: (775) 782-3439

10 State of Nevada)
11 County of Douglas) ss.

13 I declare, under penalty of perjury, that the foregoing is
14 true and correct.

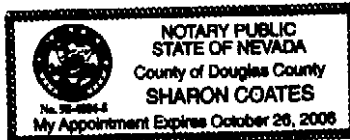
[Handwritten Signature]
DIANE BARTSCH

18 State of Nevada }
19 County of Douglas } ss.

20 On this 14th day of JANUARY, 2003, before me, the undersigned
21 Notary Public in and for said state, personally appeared Diane Bartsch, personally known
22 to me or proved to me on the basis of satisfactory evidence to be the person(s) whose
23 name(s) is/are subscribed to the within instrument and acknowledged to me that
24 he/she/they executed same in his/her/their authorized capacity, and that by his/her/their
25 signature(s) on the instrument the person(s) or the entity(ies) upon behalf of which the
26 person(s) acted, executed the instrument.

27 WITNESS my hand and official seal.

[Handwritten Signature]
Sharon Coates



28 My Commission Expires 10/26/06

-3- 0563940
BK0103P65469

COPY

EXHIBIT "A"

0563940

BK0103PG05470

ARBI & MCCARTHY ATTORNEYS
204 NORTH WASHINGTON STREET
CARSON CITY, NEVADA 89702
PHONE 489-2233

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

Case No. 96-CV-0115 FILED
Dept. No. II NO _____

D. DALY ⁷⁷ FEB 20 18 36

BARBARA REED
CLERK
BY D. DALY DEPUTY

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

DIANE BARTSCH,
Plaintiff,

v. JUDGMENT

THOMAS A. ARDOO,
and DOES I - V,
Defendants.

Plaintiff, DIANE BARTSCH, has moved for summary judgment.
Defendant, THOMAS A. ARDOO, has failed to oppose said motion and it
appears that Plaintiff is entitled to judgment as a matter of law;

JUDGMENT IS THEREFORE ENTERED in favor of Plaintiff, DIANE
BARTSCH, and against Defendant, THOMAS A. ARDOO, in the amount of
\$42,000.00, plus interest at the judgment rate from April 25, 1996,
the date of Acceptance of Service in this case. Plaintiff is
further awarded an attorney's fee in the amount of \$ 1,000.⁰⁰

DATED this 19 day of Feb, 1997.

CERTIFIED COPY

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

Michael P. J...
DISTRICT JUDGE

DATE: 2/25/97
By: *J. Thaler* Deputy

0407286
BK0297PG3671

EXHIBIT A-1

0563940

REQUESTED BY
Adi + McCarthy
OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

97 FEB 26 P2:30

LINDA SLATER
RECORDER
PAID *LL* DEPUTY

0407286

BK0297PG3672

EXHIBITA-2

0563940

BK0103PG05472

COPY

EXHIBIT "B"

0563940

BK0103PG05473

BARTSCH v. ABDOO

Judgment Interest Per NRS 99.040(1)

Dates	Days	Prime*	Prime + 2%	Amount	Int. per day	Total	
19-Feb-97	01-Jul-97	132	8.25%	10.25%	\$43,000	\$12.08	\$1,593.95
01-Jul-97	01-Jan-98	184	8.50%	10.50%	\$43,000	\$12.37	\$2,276.05
01-Jan-98	01-Jul-98	181	8.50%	10.50%	\$43,000	\$12.37	\$2,238.95
01-Jul-98	01-Jan-99	184	8.50%	10.50%	\$43,000	\$12.37	\$2,276.05
01-Jan-99	01-Jul-99	181	7.75%	9.75%	\$43,000	\$11.49	\$2,079.02
01-Jul-99	01-Jan-00	184	7.75%	9.75%	\$43,000	\$11.49	\$2,113.48
01-Jan-00	01-Jul-00	182	8.25%	10.25%	\$43,000	\$12.08	\$2,197.71
01-Jul-00	01-Jan-01	184	9.50%	11.50%	\$43,000	\$13.55	\$2,492.82
01-Jan-01	01-Jul-01	181	9.50%	11.50%	\$43,000	\$13.55	\$2,452.18
01-Jul-01	01-Jan-02	184	6.75%	8.75%	\$43,000	\$10.31	\$1,896.71
01-Jan-02	01-Jul-02	181	4.75%	6.75%	\$43,000	\$7.95	\$1,439.32
01-Jul-02	01-Jan-03	184	4.75%	6.75%	\$43,000	\$7.95	\$1,463.18
01-Jan-03	13-Jan-03	13	4.25%	6.25%	\$43,000	\$7.36	\$95.72
						<u>\$24,519.42</u>	

Judgment Amount Due ** **\$67,519.42**

* As ascertained by the Nevada Commissioner of Financial Institutions

** Plus per diem of \$7.36 from 1/13/03

EXHIBIT B - 1

**0563940
BK0103PG05474**

PRIME INTEREST RATE

NRS 99.040(1) requires:

"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due,"

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

1/1/03 4.25

January 1, 2002	4.75%	July 1, 2002	4.75%
January 1, 2001	9.50%	July 1, 2001	6.75%
January 1, 2000	8.25%	July 1, 2000	9.50%
January 1, 1999	7.75%	July 1, 1999	7.75%
January 1, 1998	8.50%	July 1, 1998	8.50%
January 1, 1997	8.25%	July 1, 1997	8.50%
January 1, 1996	8.50%	July 1, 1996	8.25%
January 1, 1995	8.50%	July 1, 1995	9.00%
January 1, 1994	6.00%	July 1, 1994	7.25%
January 1, 1993	6.00%	July 1, 1993	6.00%
January 1, 1992	6.50%	July 1, 1992	6.50%
January 1, 1991	10.00%	July 1, 1991	8.50%
January 1, 1990	10.50%	July 1, 1990	10.00%
January 1, 1989	10.50%	July 1, 1989	11.00%
January 1, 1988	8.75%	July 1, 1988	9.00%
January 1, 1987	Not available	July 1, 1987	8.25%

*** Attorney General Opinion No. 98-20:**

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.

EXHIBIT B - 2

0563940

BK0103PG05475

1 **PROOF OF SERVICE BY MAIL - CERTIFIED, RETURN RECEIPT REQUESTED**

2 I, SHARON COATES, declare:

3 That I am over the age of 18 years of age, not a party to the
4 within action, and a citizen of the United States. My address is
5 1650 N. Lucerne St., Minden, Nevada 89423.

6 That on January 13, 2003, I served the document entitled:
7 PLAINTIFF'S AFFIDAVIT OF RENEWAL OF JUDGMENT, NRS 17.214, by
8 placing a true and correct copy of said document in the United
9 States mail, with first class postage, certified mail, return
10 receipt requested, fully prepaid thereon, at Minden, Nevada,
11 addressed as follows:

12 THOMAS A. ABDOO
13 P. O. Box 31
14 Minden, NV 89423

14 THOMAS A. ABDOO
15 1616 Olua
16 Minden, NV 89423

16 I declare under penalty of perjury, under the laws of the
17 State of Nevada, that the foregoing is true and correct and that
18 this declaration is made at Minden, Nevada, on January 13, 2003.

19
20
21
22
23
24
25
26
27
28

Sharon Coates
SHARON COATES, PLS

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: 1/14/03
Breed Clerk of the 9th Judicial District Court
of the State of Nevada, In and for the County of Douglas,

By: *J. Hales* Deputy

REQUESTED BY
Sullivan Law Office
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
2003 JAN 15 AM 9:05
WERNER CHRISTEN
RECORDER
3204
sdj PAID *Be* DEPUTY

0563940
BK0103PG05476