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GERALD A PHILLIPS

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STIPULATION FOR ENTRY OF JUDGMENT

**Type of Document** 

(Example: Declaration of Homestead, Quit Claim Deed, etc.) I hereby affirm that this document contains the social security number of person(s) as required by law: NR5 19. 150 (source of law or rule).

Print name/title DEAN ROBINSON
LEGAL CLERK

Recording requested by:

Return to:

Name GERALD A. PHILLIPS, ESQ

Address P.O. BOX 1140

City/State/Zip RENO NV 89510

This page added to provide additional information required by NRS 111.312 Sections 1-2 (An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

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CHRISTOPHER E. MUMM, J.D. #3314 10475 Double R Blvd, Reno, NV 89521 PO Box 11400, Reno, NV 89510

DOUGLAS COUNTY DISTRICT COURT CLERK

BARBARA KE CILERK

(775) 322-2345 Attorneys for Plaintiff

Code: 4050

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IN THE NINTH JUDICIAL DISTRICT COURT

IN AND FOR THE COUNTY OF DOUGLAS, STATE OF NEVADA

CERTAINTEED CORPORATION

GERALD A. PHILLIPS, ESQ. #3871

Plaintiff. Case. No. 05-CV-00357 VS. Dept. No.

ROBERT DALLAIRE, as an Individual, and CAROLYN DALLAIRE, as an Individual, and NEVADA FENCE, a Nevada Partnership, and ABLE BAKER COMPANIES, and BLACK AND WHITE CORPORATIONS, and DOES I-X;

Defendant,

## STIPULATION FOR ENTRY OF JUDGMENT

IT IS HEREBY STIPULATED AND AGREED by and between CERTAINTEED CORPORATION, ("Plaintiff"), and ROBERT DALLAIRES, as an individual and NEVADA FENCE, a Nevada Partnership, ("Defendant(s)"), that Judgment be entered in favor of the Plaintiff and against the Defendant(s) for the amount of \$10,242.62, plus accrued interest on the principal balance in the amount of \$1,254.41 through June 26, 2006, along with Plaintiff's costs of suit in the amount of \$561.00, and Plaintiff's attorney's fees in the amount of \$350.00, and together with interest on the principal balance at the statutory rate per annum from June 26, 2006 until this debt is paid in full.

The Defendant admits that he/she has no defenses or setoffs in this case.

It is further stipulated and agreed that this Judgment shall be paid as follows:

- 1. Payments shall be made in an amount of no less than \$500.00 per month by the 15TH day of every month, with the first payment being due on or before JULY 15, 2006.
  - That the Plaintiff agreed to forgive accrued interest in the amount of \$3,000.00

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provided the Defendant does not default on the above payment plan seth forth on this Stipulation.

No further notice shall be given to the Defendant(s) regarding payment and there is no grace period.

It is further understood by the Defendant(s) that if the Plaintiff has not received 4. payment as previously stipulated, the terms of this agreement will no longer be in effect. Therefore, that Judgment be entered in favor of the Plaintiff and against the Defendant(s) for the amount of \$10,242.62, plus accrued interest on the principal balance in the amount of \$1,254.41 through June 26, 2006, plus additional accrued interest in the amount of \$3,000.00 which the Plaintiff agreed to forgive provided that the Defendant does not default on the above payment plan, along with Plaintiff's costs of suit in the amount of \$561.00, and Plaintiff's attorney's fees in the amount of \$350.00, less amount paid, and together with interest on the principal balance at the statutory rate per annum from June 26, 2006 until this debt is paid in full. Thereafter, Plaintiff may obtain an execution from the Court and may demand payment in full on the remaining Judgment balance.

DATED: June 26, 2006.

SUBSCRIBED AND SWORN to

June 26, 2006.

Public Notary

before me

C. MURR

Notary Public - State of Nevada

Appointment Recorded in Washon County No: 01-70191-2 - Expires July 24, 2009

I, ROBERT DALLAIRES, as an individual and NEVADA FENCE, a Nevada Partnership, hereby acknowledge receipt of a copy of the foregoing document and agree to the terms therein.

SUBSCRIBED AND SWORN to before me

ROBERT DALLAIRES, as an individual and NEVADA FENCE, a Nevada

GERALID A. L'HILLIPS ÆSQ

Attorneys for Plaintiff

CHRISTOPHER E. MUMM, J.D.

Reno, NV 89510 / (775) 322-2345

10475 Double R Blvd, PO Box 11400

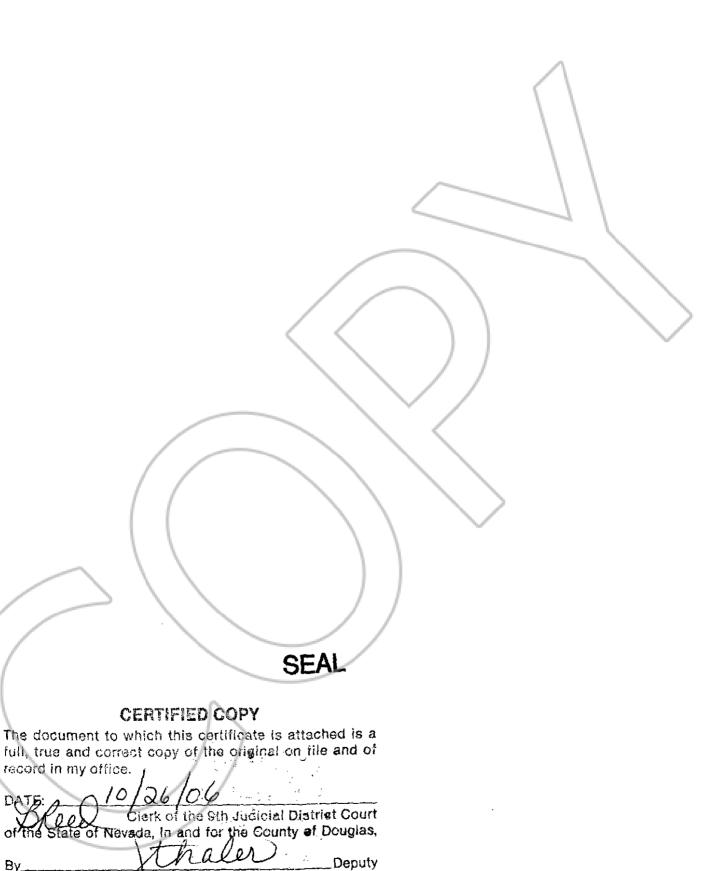
Partnership Defendant

GAP # CC125001



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