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KAREN ELLISON, RECORDER

RECORDING REQUESTED BY  
JUSTIN M. TOWNSEND, ESQ.

WHEN RECORDED MAIL TO

COLLEEN L. LENNOX  
P.O. BOX 254  
GENOA, NV 89411

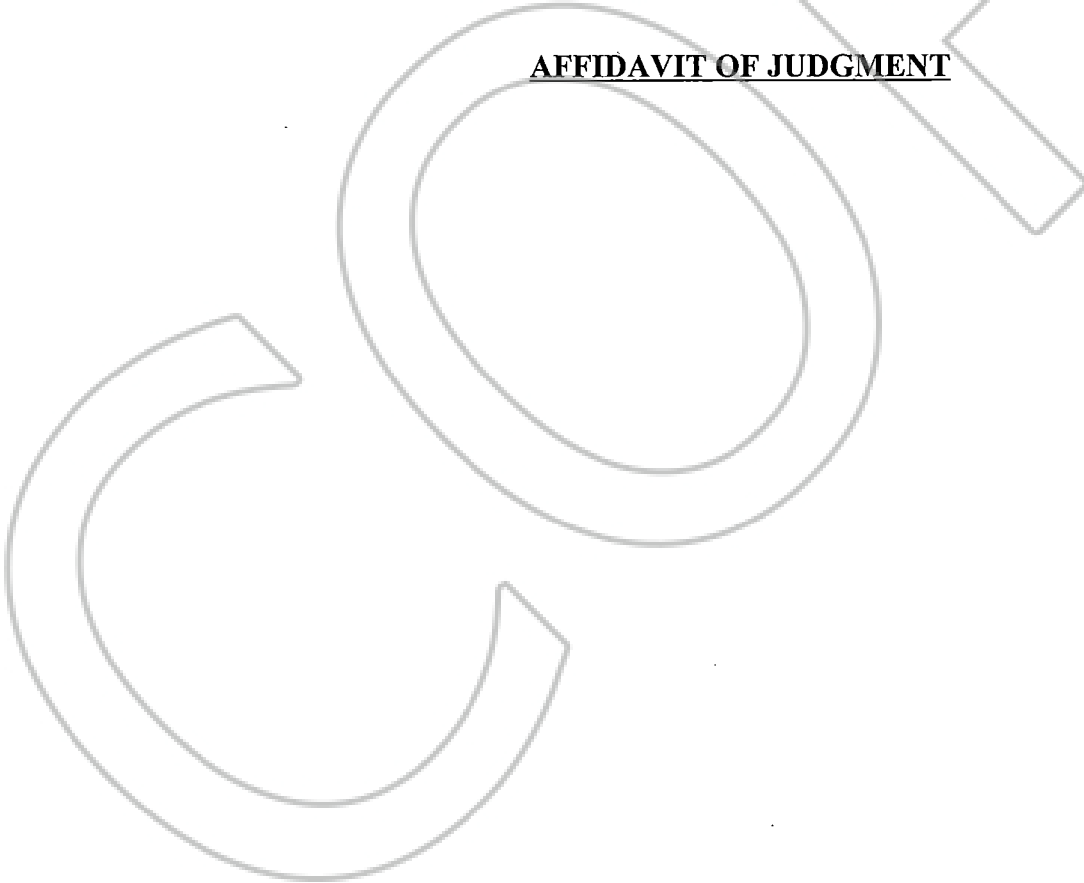
SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE

X The party executing this document hereby affirms  
that this document submitted for recording does  
not contain the social security number of any  
person or persons pursuant to NRS 239B.030

A handwritten signature in black ink, appearing to read 'Justin M. Townsend'.

JUSTIN M. TOWNSEND, ESQ.

AFFIDAVIT OF JUDGMENT



1 AFFIDAVIT OF JUDGMENT

2 STATE OF NEVADA )  
3 CARSON CITY ) : ss.

4 COLLEEN LENNOX (f/k/a Colleen L. Robinson) (the "Judgment Creditor"), under  
5 penalty of perjury, does solemnly affirm and declare that the following assertions are true:

6 1. That she has personal knowledge of the matters hereinafter set forth and is  
7 competent to testify to the matters concerning the same.

8 2. That her address is Post Office Box 254, Genoa, NV 89411.

9 3. That this Affidavit of Judgment is made pursuant to NRS 17.150.

10 4. That she is a judgment creditor arising from judgment entered in *Robinson v.*  
11 *Robinson*, Case No. DV08-00003, in the Family Division of the Second Judicial District Court of the  
12 State of Nevada in and for the County of Washoe, Dept. 2.

13 5. That the aforementioned judgment was entered against Michael B. Robinson,  
14 a natural person whose social security number is XXX-XX-3595 (the "Judgment Debtor"), first by  
15 entry of a Decree of Divorce dated June 9, 2015, which integrated a Marital Settlement Agreement,  
16 and was affirmed by Order of the aforementioned Court, Dept. 14, on April 5, 2012.

17 6. That judgment in the aforementioned case requires the Judgment Debtor to  
18 pay to the Judgment Creditor the following outstanding sums:

19 a. Spousal support in the amount of \$1,500 per month through September  
20 2016.

21 b. \$4,000 per month towards the parties credit cards until paid in full.

22 c. \$2,500 in attorneys' fees incurred through entry of the aforementioned  
23 Divorce Decree.

24 d. Equal division of the Judgment Debtor's Kleinfelder 401(k).

25 e. Equal division of the Judgment Debtor's 2007 tax refund.

26 f. Equal division of all "third paychecks" received by Judgment Creditor,  
27 which Judgment Creditor is informed and believes were valued at  
28 approximately \$3,600 each.

1           7.     That, to date, the Judgment Creditor has incurred \$14,066.25 in legal fees and  
2 costs in pursuing judicial enforcement of the aforementioned judgment.

3           8.     That the location where the judgment is entered in the aforementioned Court's  
4 docket is noted on the first pages, respectively, of the attached certified orders, which are marked as  
5 Exhibit "1".

6           9.     That there is no outstanding Writ of Execution for enforcement of the  
7 judgment.

8           10.    That this Affidavit of Judgment is intended to create a lien against all real  
9 property owned by the Judgment Debtor, including but not limited to that certain real property  
10 located at 1317 Bridle Way, Minden, NV 89423, also referred to as Assessor's Parcel Number 1420-  
11 33-112-008 (the "Property").

12          11.    That the Judgment Debtor has represented in legal filings, which were served  
13 on the Judgment Creditor in the above-mentioned case that Judgment Debtor has a legal interest in  
14 the Property.

15          12.    That she is informed and believes that an attempt by Judgment Debtor to  
16 relinquish his legal interest in the Property on or about December 16, 2014, after the initiation of the  
17 most recent proceedings to enforce the judgment in the above-mentioned case, was to defraud  
18 Judgment Creditor.

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AFFIRMATION

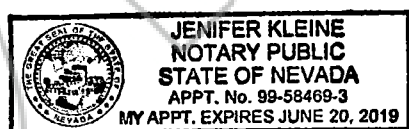
Except as required by NRS 17.150(4)(b), pursuant to NRS 239B.020, the undersigned does hereby affirm that the preceding document and attached exhibits, if any, do not contain the full Social Security Number of any person.

DATED this 9<sup>th</sup> day of October, 2015.

  
COLLEEN LENNOX

On October 9, 2015, personally appeared before me, a Notary Public, COLLEEN LENNOX, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, and who acknowledged to me that he executed the above instrument.

  
NOTARY PUBLIC



**EXHIBIT “1”**

**COPY**

**EXHIBIT “1”**

**FILED**

Electronically  
04-05-2012:10:07:19 AM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2871431

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6 IN THE FAMILY DIVISION  
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF WASHOE  
9

10 MICHAEL B. ROBINSON,  
11 Plaintiff,

12 vs.

13 COLLEEN L. ROBINSON,  
14 Defendant.

Case No. DV08-00003

Dept. No. 14

15  
16 **ORDER REGARDING MOTION TO MODIFY CUSTODY; ORDER REGARDING**  
17 **AMENDED MOTION; ORDER SETTING CHILD SUPPORT**

18 There are two minor children at issue in this matter: Emmet and Galen, both born  
19 February 15, 1998.

20 The parties were divorced on June 17, 2009. Per the Decree of Divorce, the parties  
21 were granted joint legal custody, and Colleen Robinson (nka Colleen Lennox and  
22 hereinafter "Mother") was granted primary physical custody of the children, with Michael  
23 Robinson's (hereinafter "Father") to have visitation every other Wednesday after school  
24 through Sunday at 5:00 p.m. Father's Financial Declaration, filed January 2, 2008, listed a  
25 gross monthly income of \$9,140.80. Accordingly, his monthly child support obligation was  
26 set at the current statutory maximum of \$864 per month per child, *see* NRS 125B.070, or  
27 \$1,728 per month. Regarding spousal support, Father was instructed to pay Mother \$2,000  
28 per month for four years, commencing October 1, 2008. Father's spousal support

1 obligation would then decrease to \$1,500 per month for an additional four years.

2 Additionally, Father was directed to pay \$750 towards Mother's attorney's fees, as well as  
3 an additional \$2,500.

4 On January 23, 2012, Mother filed a Motion for Review and Modification of Child  
5 Support, wherein she alleged that Father's income had risen by nearly 30% since entry of  
6 the Decree of Divorce. She alleged that Father had misrepresented his income at the time  
7 of the parties' divorce proceedings. Mother stated that she had no funds to pay for a  
8 Qualified Domestic Relations Order (QDRO) and had not received retirement funds.  
9 Mother explained that she had underestimated her remaining assets. She alleged that she  
10 had not yet received \$2,000 in attorney's fees, which Father was instructed to pay. Mother  
11 specified that if the Court increased her child support, she would no longer need to rely on  
12 a generous friend to pay for activities such as ski passes or karate classes. Mother's  
13 Financial Declaration listed no other income apart from \$2,000 per month in spousal  
14 support and \$1,728 per month received from child support.

15 On February 6, 2012, Father filed a Motion for Change in the General Visitation  
16 Schedule requesting the Court alter the custodial schedule so that Mother would have  
17 visitation with the children every other Wednesday after school through Sunday at 7:00  
18 p.m. Father represented that his request was the result of discussions with the children.  
19 Father also requested the Court set his child support obligation commensurate with the  
20 proposed custodial arrangement.

21 Also on February 6, 2012, Father filed his Response to Mother's Motion. Father  
22 proposed that the adjustment in child support be based upon the Consumer Price Index  
23 (CPI). Father denied that his income had increased 30%, qualifying that his income had  
24 only increased by 4% since June 2009. Father's Financial Declaration, attached as "Exhibit  
25 1," stated a gross monthly income of \$10,611. Father noted that Mother's Motion  
26 apparently exceeded the scope of the child support issue. He specified that information  
27 regarding the QDRO had been provided to Mother's attorney during the divorce  
28 proceedings; therefore, Father contended that any failure to address the QDRO was

1 Mother's responsibility. Father stated that Mother received some \$235,000 from the  
2 division of community assets and questioned why Mother did not direct some of those  
3 funds towards paying for the QDRO. Father did not deny that he had ceased paying the  
4 ordered attorney's fees but explained that because the Decree instructed him to pay the  
5 attorney's fees to Mother's attorney directly, and now the attorney had withdrawn, it  
6 would be a violation of the Decree for him to directly pay Mother.

7 On February 28, 2012, Mother filed her Reply and her Response to Father's Motion.  
8 In her Reply, Mother disagreed with Father's use of the CPI as a basis for adjusting child  
9 support; Mother referred to NRS 125B.070 as the statutory basis for calculating child  
10 support. Mother acknowledged her Motion went beyond the scope of child support with  
11 her allegations that Father violated terms of the Decree of Divorce but contended that her  
12 request for child support was reasonable in light of the actual costs and expenses  
13 associated with her household.

14 In Mother's Response to Father's Motion, she questioned Father's motives for filing  
15 his Motion, noting that his request for a change in the custodial schedule came shortly  
16 after Mother requested a modification in child support. Mother further alleged that Father  
17 had discussed adult legal issues with the children and accused Father of being controlling  
18 and manipulative. Mother contended that to the extent the children had expressed a  
19 preference to live with Father, their decision was likely based on what Mother described as  
20 a lax atmosphere in Father's home, while Mother specified she required the children to do  
21 their chores, attend church, and participate in Boy Scouts.

22 Also on February 28, 2012, Father filed an Objection to Defendant's Request for  
23 Submission, et al. Father requested the Court strike Mother's Request for Submission of  
24 her Reply and Response. Father argued her Request for Submission was improper because  
25 it was premature and submitted both her Reply and her Response.

26 On March 1, 2012, Father then filed an Amended Motion for Change of Custody,  
27 wherein he requested the Court award him primary physical custody, or in the alternative,  
28 joint physical custody. In support of his Amended Motion, Father stated he could provide



1 the children with a wholesome environment, as he now had a more flexible work  
2 schedule, and he listed the numerous vacations and excursions on which Father and his  
3 wife had taken the children. Father specified the children had responsibilities around his  
4 home and questioned Mother's alleged use of corporal punishment. Father also alleged  
5 that Mother was frequently late when it was her responsibility to transport the children.  
6 Father contended that Mother opposed his request for a change in the custodial schedule  
7 because it would result in a reduction of the child support she received.

8 On March 12, 2012, Mother filed her Response to Father's Amended Motion,  
9 wherein she reiterated her belief that it remained in the best interests of the children for  
10 Mother to retain primary physical custody. However, Mother specified that in the interests  
11 of not dwelling on the particulars of each parent's home life, Mother stated she did not  
12 oppose joint physical custody.

13 On March 19, 2012, Father filed his Reply and agreed to a joint physical custody  
14 arrangement. Father requested his custodial time commence every other Monday after  
15 school through the following Monday after school. Father also requested that he be  
16 permitted to claim both children as dependants for tax purposes.

17 To modify a primary custody arrangement, there must have been a substantial  
18 change in circumstances affecting the child and a showing that the modification serves the  
19 child's best interest. *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213, 227 (2009), citing *Ellis v.*  
20 *Carucci*, 123 Nev. 145, 150-151, 161 P.3d 239, 242-243 (2007). Generally, the Court will  
21 review a contested motion for change of custody or visitation to determine if the moving  
22 party has stated a prima facie case for modification. *Hopper v. Hopper*, 113 Nev. 1138, 946  
23 P.2d 171 (1997). If the burden has not been met, the motion may be denied without  
24 hearing. *Rooney v. Rooney*, 109 Nev. 540, 543, 853 P.2d 123, 125 (1993).

25 Based upon Mother's stated non-opposition to joint physical custody in her  
26 Response to Father's Amended Motion, the Court GRANTS Father's Amended Motion in  
27 part. Accordingly, the parties shall share joint physical custody of the children. Each  
28

1 parent shall have the children on alternate Mondays after school through the following  
2 Monday after school.

3       Regarding Father's request that he claim both children as dependents, the Internal  
4 Revenue Code § 152(c)(4)(B)(i) specifies that if the parents claiming their child do not file a  
5 joint return together, the child shall be claimed by the parent with whom the child resided  
6 for the longest period of time during the taxable year.

7       As the children resided with Mother the longest for 2011, she shall be permitted to  
8 claim both children as a deduction on her 2011 taxes. Thereafter, the parties shall each  
9 claim one child, with Mother claiming the oldest child and Father claiming the youngest  
10 child, commencing 2012. When the oldest child emancipates, the parties shall alternate the  
11 deduction for the youngest.

12       Pursuant to *Rivero v. Rivero*, joint physical custody applies when each parent has  
13 physical custody of the child at least 40% of the time. 125 Nev. 410, 216 P.3d 213, 224  
14 (2009). As the parties in this matter have decided upon a week on/week off timeshare,  
15 they have joint physical custody. To then determine child support, "each parent is  
16 obligated to pay a percentage of their income, according to the number of children, as  
17 determined by NRS 125B.070(1)(b)[,] the difference between the two support amounts is  
18 calculated, and the higher-income parent is obligated to pay the lower-income parent the  
19 difference." *Id.* at 232 (citing *Wright v. Osburn*, 114 Nev. 1367, 1368-69, 970 P.2d 1071, 1072  
20 (1998)). Thereafter, "the district court may adjust the resulting amount of child support  
21 using the NRS 125B.080(9) factors<sup>1</sup>." *Id.*

22  
23  
24 <sup>1</sup> NRS 125B.080(9):

- 25     (a) The cost of health insurance;  
26     (b) The cost of child care;  
27     (c) Any special educational needs of the child;  
28     (d) The age of the child;  
29     (e) The legal responsibility of the parents for the support of others;  
30     (f) The value of services contributed by either parent;  
31     (g) Any public assistance paid to support the child;  
32     (h) Any expenses reasonably related to the mother's pregnancy and confinement;  
33     (i) The cost of transportation of the child to and from visitation if the custodial parent moved with the  
34 child from the

1           Accordingly, the Court modifies Father's monthly child support obligations as  
2 follows: in consideration of his gross monthly income of \$10,611, 25% is \$2,652.75. Mother  
3 receives \$2,000 per month in spousal support. NRS 125B.070(1)(a) defines gross monthly  
4 income as "the total amount of income received each month from any source of a person  
5 who is not self-employed[.]" Based upon this statute, Mother's spousal support is  
6 considered income in calculating child support. Therefore, 25% of her \$2,000 in spousal  
7 support is \$500. Pursuant to the *Wright v. Osburn* joint custodial formula, the difference is  
8 \$2,152.75. However, the statutory cap contained in NRS 125B.070(2) applies, and Father's  
9 resulting obligation is \$1,766, or \$883 per month, per child. **Therefore, Father shall pay**  
10 **Mother \$1,766 per month, commencing April 1, 2012.**

11           The parties are on notice that pursuant to NRS 125B.145, child support must be  
12 reviewed by the court at least every 3 years to determine whether the order should be  
13 modified or adjusted.

14           Additionally, the Court apprises the parties that pursuant to DCR 13(4) and WDCR  
15 12(4), a moving party must wait ten (10) judicial days, plus three (3) days if the motion was  
16 served on the opposing party by first class mail<sup>2</sup>, before requesting submission of a  
17 motion. This is so as to afford the opposing party adequate time to review the motion and  
18 file a response/opposition. If a response is filed, the moving party then has five (5) days  
19 in which to file a reply, after which time either party may submit the motion for decision.  
20 If the opposing party does not file a response, the moving party may request submission  
21 of the motion after the ten day period has expired.

22           The Court strongly advises the parties to comport with the Nevada Rules of Civil  
23 Procedure, as well as applicable local rules, in the event the parties file future motions.

- 24
- 
- 25           jurisdiction of the court which ordered the support and the noncustodial parent remained;  
26           (j) The amount of time the child spends with each parent;  
27           (k) Any other necessary expenses for the benefit of the child; and  
28           (l) The relative income of both parents.

<sup>2</sup> NRCP 6(e)

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All prior orders not inconsistent with this Order remain in full force and effect.

THE PARTIES ARE ON NOTICE:

Pursuant to NRS 125C.200, if the custodial parent intends to move his residence to a place outside of this State and to take the child with him, he must, as soon as possible and before the planned move, attempt to obtain the written consent of the noncustodial parent to move the child from this State. If the noncustodial parent refuses to give that consent, the custodial parent shall, before he leaves this State with the child, petition the court for permission to move the child. The failure of a parent to comply with the provisions of this section may be considered as a factor if a change of custody is requested by the noncustodial parent.

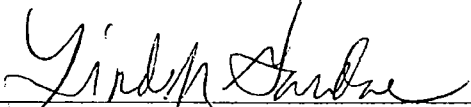
The parties are put on notice pursuant to NRS 125.520(6) and NRS 125.520(7):

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

The terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.

**GOOD CAUSE APPEARING, IT IS SO ORDERED.**

Dated: April 5, 2012.

  
\_\_\_\_\_  
District Judge

1 **CERTIFICATE OF MAILING**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial  
3 District Court, and that on the 6 day of April, 2012, I deposited for mailing, first class  
4 postage pre-paid, at Reno, Nevada, a true and correct copy of the foregoing document  
5 addressed to:

6 Documents: ORDER REGARDING MOTION TO MODIFY CUSTODY; ORDER  
7 REGARDING AMENDED MOTION; ORDER SETTING CHILD SUPPORT

8  
9 MICHAEL ROBINSON  
10 1317 BRIDLE WAY  
11 MINDEN, NV 89423  
12

13 COLLEEN LENNOX  
14 845 VALLEY CREST DR.  
15 CARSON CITY, NV 89705  
16

17 Stephene Broome  
18 Stephene Broome  
19 Administrative Assistant - Dept. 14  
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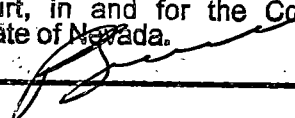
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**CERTIFIED COPY**

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: 10/7/15

JACQUELINE BRYANT, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By  Deputy





Allison W. Joffe  
Attorney at law  
712 East Musser Street  
Carson City, NV 89701  
Telephone (775) 883-3300  
Fax (775) 883-3316

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2. That there are two minor children (twins) the issue of the parties, to-wit: EMMETT M. ROBINSON and GALEN B ROBINSON born February 15, 1998. That Colleen should be granted primary physical custody of the children with the parties sharing joint legal custody.

3. The parties will share joint legal custody of the children with Colleen having primary physical custody.

4. For purposes of this Order, "Joint Legal Custody" shall be defined as follows:

A. Colleen and Michael agree that they will always work toward the best interests of the children, and shall cooperate with each other to maintain an amicable relationship with regard to custody and support. By sharing the joint legal custody of the children, the parties agree they shall confer with each other on all important matters pertaining to the children's health, welfare, education and upbringing.

B. The parties shall confer on all matters regarding medical care for the children including medical, dental, orthodontic, surgical or optical, as well as mental health care if needed, and shall immediately inform the other of any medical condition of the children, except in emergency situations where prior consultation is not possible. In such case, the other parent will be informed of such an emergency situation or condition as soon as is possible. Both Colleen and Michael shall have access to the medical or health records of the children in order to facilitate provision of medical, dental, and/or mental health care for the children.

C. The parties shall ensure that each has access to all school records, report cards, photographs, and parent/teacher conferences so that each may participate fully in the children's schooling.

D. The parties shall jointly confer on all matters pertaining to the religious training and upbringing of the children.



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Carson City, NV 89701  
Telephone (775) 883-3300  
Fax (775) 883-3316

1 E. The parties shall keep one another advised of the address and telephone  
2 number of the place where the children will be while in each parties' respective care and  
3 control.  
4

5 F. In the event either party intends to take the children out of the state of  
6 Nevada for a period in excess of 24 hours, the party removing the children from the state of  
7 Nevada shall provide the other with advanced notice of his or her intent to remove the  
8 children from the state of Nevada and with an approximate itinerary in case of an  
9 emergency.  
10

11 G. The parties agree that they have set forth a bare minimum definition of their  
12 expectations regarding joint legal custody, and recognize that a Court of competent  
13 jurisdiction may impose further obligations upon them.  
14

15 5. Visitation. The parties intend for Michael to have a flexible schedule with the  
16 children. Michael will have the children every other Wednesday after school through  
17 Sunday at 5 p.m., and the parties will alternate the holidays. The parties also agree that they  
18 will each have two weeks of uninterrupted time in the summer with the children, will  
19 alternate the holidays and alternate years. Colleen has Christmas in the even years and  
20 Michael has Christmas in the odd years. Holiday visitation will take precedence over regular  
21 visitation.  
22

23 6. Out of the Country Travel. The parties agree they may both take the children  
24 on extended vacations, including out of the country. Currently Michael has the children's  
25 passports. The parties will exchange the children's passports as needed so each may travel  
26 out of the country with the children.  
27

28 7. Extra-curricular Activities. The children have major items for their extra-  
curricular activities including, but not limited to, soccer equipment, soccer uniforms, skis,

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1 ski passes and bikes. These items will be exchanged by the parties as needed by the  
2 children. The parties will evenly divide all costs of extra-curricular activities for the  
3 children. The parties will first agree, via email, upon the activity and their agreement will  
4 not be unreasonably withheld.  
5

6 8. Health Insurance. Michael will continue to provide health insurance for the  
7 children. Currently the cost of insurance is \$160 per month. The parties will evenly divide  
8 all uncovered medical, dental, vision, orthodontic and counseling expenses of the children.  
9

10 The bills for the children will be sent to the party obtaining the care for the children.  
11 The parties hereby stipulate that they will both be listed as the "responsible party". The  
12 parent receiving the bill or the EOB will immediately provide a copy to the other parent.  
13 Each parent will be responsible for their one-half share of all unreimbursed expenses for the  
14 children. Each parent will pay their share, timely, to the care provider.  
15

16 If one party does not make their one-half of the payments for the children's expenses  
17 to the care provider in a timely manner, they shall be subject to the contempt of Court.

18 9. Child Support. Michael will pay statutory child support in the amount of  
19 25% of his gross monthly income or pursuant to NRS 125B.070. This amount is currently  
20 \$864 per month per child (\$1728). Child support is due and payable on the first day of each  
21 month until the children are 18 or 19 if still in high school, are married or otherwise  
22 emancipated. Child support is due and payable on the first day of each month.  
23

24 10. Both parties understand pursuant to NRS 125C.200, if custody has been  
25 established and the custodial parent intends to move her residence to a place outside of this  
26 state and to take the children with her, she must, as soon as possible and before the planned  
27 move, attempt to obtain the written permission of the noncustodial parent to move the children  
28 from this state. If the noncustodial parent refuses to give that consent, the custodial parent

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1 shall, before she leaves this state with the children, petition the court for permission to move the  
2 child. The failure of a parent to comply with the provisions of this section may be considered  
3 as a factor if the noncustodial parent requests a change of custody. Removal may result in  
4 felony, child-stealing charges pursuant to NRS 200.359.  
5

6 11. The parties acknowledge and agree that the child support obligation hereunder is  
7 consistent with that required under the statutory formula set forth in NRS Section 125B.070  
8 and 125B.080.  
9

10 12. Notice is hereby provided to MICHAEL ROBINSON, as the parent responsible  
11 for paying child support, that he is subject to NRS 31A.010 to 31A.340, inclusive, regarding  
12 the withholding or assignment of wages and commissions for the nonpayment or delinquent  
13 payments of child support. Michael shall be subject to wage withholding through his  
14 employer.  
15

16 13. Both parties agree that the terms of this section are in the best interests of the  
17 minor children.  
18

19 Property, Debts, Community Property Division Balance Sheet. The property and  
20 debts shall be divided as delineated on the Community Property Division Balance Sheet (CPD)  
21 attached as *Exhibit "A"*. The Court's past hearing Order, entered March 25, 2009, as to  
22 valuation is attached to this Decree as *Exhibit "B"*.

23 14. Michael will produce the Klienfelder stock information to Colleen's attorney  
24 in the next two days. The stock will be valued as of September 26, 2008 and the equal  
25 offsetting amount will be transferred to Colleen. Within 14 days, if there are any issues  
26 regarding the valuation of this stock, the parties, through their attorneys, will return to the  
27 Court, through a conference call, for assistance.  
28

See order, dated March 25, 2009, which is  
incorporated by reference. (DALL)

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1           15.    The parties each have checking accounts with Wells Fargo and Bank of  
2 America. These accounts will be set aside to the respective holder. These accounts are  
3 listed on the property division sheet attached hereto as *Exhibit "A"*.  
4

5           16.    Any joint accounts will be closed and evenly divided as of September 26,  
6 2008.

7           17.    Colleen researched the Waddell-Reed accounts to determine whether there is  
8 more than one account. She found only one account. The value of this account as of  
9 September 26, 2008 will be evenly divided. The cash accounts will be transferred to a cash  
10 account for each party and the retirement portions will be rolled over into retirement  
11 accounts for the parties. The parties will fully and immediately cooperate with any  
12 transfers. These transfers are non-taxable transfers of community property between the  
13 parties.  
14

15           18.    The bearer bonds, the UTM accounts, the Waddell-Reed accounts and the  
16 503B accounts for the children will remain in the possession of the party with possession.  
17 Each party will provide the other with quarterly statements when received to assure the  
18 accounts remain in good standing and in the name of the children. Copies of the bearer  
19 bonds will be provided to the other party.  
20

21           19.    Colleen will sign a quitclaim deed releasing any and all interest she has in  
22 and to the Silverado home to Michael. Michael will remain in the home until it is sold or  
23 disposed of. The parties agree to sell the home as quickly as possible. Neither Michael nor  
24 Colleen will be responsible for the Countrywide mortgage payment #2784 or the HELOC  
25 payment #2747 on the home. Any deficiency will be equally divided between the parties.  
26

27           20.    Michael will pay \$4000 per month on the Wells Fargo credit card #2641, the  
28 Capital One credit card #2085 and the Bank of America credit card #2284 until they are paid

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1 in full. If Michael is unable to pay \$4000 per month, he will pay a minimum of \$2000 on  
2 these accounts until they are paid in full. Michael will make sufficient payments on each  
3 account to avoid any late fees or penalties. Michael will pay the Wells Fargo credit card as  
4 soon as possible. He will then pay the Capital One and then the LL Bean card. Any charges  
5 on these accounts after September 26, 2008 will be the sole responsibility of person making  
6 the charges.  
7

8 21. The parties agree that if Colleen needs to use a credit card it will be the Wells  
9 Fargo VISA. Colleen may transfer the remaining two credit cards to her name and use  
10 them. Michael will use and pay for the two credit cards he is using, Southwest credit card  
11 and the VISA credit card.  
12

13 22. Even if the Silverado house sells quickly, Michael will still take  
14 responsibility for the amounts due on the above three credit cards as of September 26, 2008.  
15 The total balance on these accounts as of September 26, 2008 is \$40,600. Michael will pay  
16 all fees and interest accrued until final payment. See *Exhibit "A"* attached hereto.  
17

18 23. The parties recognize that these are all joint debts and the parties will  
19 cooperate and do their best to eliminate any deficiencies on the mortgage and HELOC when  
20 the house sells or is disposed of. The parties will consult with the Court to help decide who  
21 will be responsible for the deficiencies.  
22

23 24. Vehicles. Michael will retain as his sole and separate property the 2005  
24 Tacoma and the 2000 Subaru. Colleen will retain as her sole and separate property the 2003  
25 Acura MDX. The difference in the values of these vehicles will be partially reconciled by  
26 Michael paying the joint credit card debt, his retention of the Suburban proceeds, and no  
27 house payment for approximately 10 months.  
28

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1           25.    Attorney Fees. Michael will pay \$750 toward Colleen's attorney fees to Ms.  
2 Joffe within 30 days. Pursuant to this Court's March 25, 2009 Order, attached as Exhibit  
3 "B", Michael will additionally pay \$2500 to Ms. Joffe for attorney fees. The parties will  
4 each pay the balance of their attorney fees.  
5

6           26.    Retirement and Stock. The Waddell-Reed, American Funds and the  
7 Vanguard accounts will be divided as stated on the property division sheet attached hereto  
8 with the values as of September 26, 2008. Without regard to specific values, the parties will  
9 equally divide these 401K, Employment Stock Option Plan and stock accounts.  
10

11           27.    Spousal Support. Michael will pay Colleen the sum of \$2000 per month for  
12 four years, beginning October 1, 2008. Michael will then pay Colleen the sum of \$1500 per  
13 month for an additional four years for a total of eight (8) years of spousal support. Spousal  
14 support is due and payable on the 15<sup>th</sup> of each month. Spousal support is non-modifiable for  
15 any reason, including injury, illness, income or job change or any other statutory change.  
16 Spousal support will be adjusted each year on October 1<sup>st</sup> pursuant to the Consumer Price  
17 Index (CPI) released in June of each year.  
18

19           28.    Michael is ordered to pay one-half of his third paycheck ~~for the months of~~  
20 ~~August 2008 and October 2008. Michel was paid three times. Payment is due immediately.~~  
21

22           ~~29.    Michael is ordered to pay \$3000 to Colleen, immediately, as Michael~~  
23 ~~previously sent Colleen a check which was twice returned for insufficient funds.~~

24           30.    Michael was ordered to divide the 2007 tax return or account for the  
25 reasonable expenditure of the refund pursuant to the June 30, 2008 Order. ~~Michael failed to~~  
26 ~~provide this information. Therefore, Michael will immediately pay Colleen one-half the tax~~  
27

28    refund from 2007. The order, dated June 30, 2008, is incorporated  
by reference and enforceable with respect to the third paycheck  
and tax refund issues.

*Datt*



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31. The Court will retain jurisdiction over the parties' property and debts to assure the house is sold or disposed of and the debt is paid in full.

32. Conference Calls with Court. If the parties and their attorneys cannot reach agreements on anything in this Decree or any issue not covered herein, they will request a conference call with the Court and will use conference calls instead of formal hearings to resolve their issues.

33. Name Change. Colleen will be restored to the use of her prior name, COLLEEN LETA LENNOX.

34. Nunc Pro Tunc. This divorce is entered nunc pro tunc to September 26, 2008.

35. That Plaintiff and Defendant are incompatible in marriage.

**CONCLUSIONS OF LAW**

This Court has jurisdiction over the parties, their property and the minor children. That the parties are incompatible in marriage.

**LET JUDGMENT BE ENTERED ACCORDINGLY**

**DECREE OF DIVORCE**

1. That the Plaintiff be, and hereby is, granted an absolute Decree of Divorce from Defendant upon the grounds of incompatibility; that the bonds of matrimony heretofore and now existing between the parties be, and hereby are, dissolved, and each of the parties is released from all duties and obligations of the marriage and each of them is restored to the status of an unmarried person.

2. That the Findings of Fact set forth above are incorporated herein and the parties are hereby specifically ordered to comply with the terms and conditions set forth therein.

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1 3. IT IS FURTHER ORDERED: PENALTY FOR VIOLATION OF ORDER: THE  
2 ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF  
3 THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS  
4 193.130. NRS 200.359 provides that every person having a limited right to custody of a child  
5 or any parent having no right of custody to a child who willfully detains, conceals or removes  
6 the child from a parent, guardian or other person having lawful custody or a right of visitation  
7 of the child in violation of an order of this court, or removes the child from the jurisdiction of  
8 the court without the consent of either the court or all persons who have the right to custody or  
9 visitation is subject to being punished for a category D felony as provided in NRS 193.130.  
10

11  
12 IT IS FURTHER ORDERED, that if either party is obligated to pay support, the parties  
13 are hereby notified that his/her obligation may subject him/her to the child support enforcement  
14 collection provisions contained in Chapters 31A, 125.450(2) and 425 of the Nevada Revised  
15 Statutes.  
16

17 IT IS FURTHER ORDERED that the parties are further advised of the existence of  
18 NRS 125A.350 which requires that a parent wishing to move his/her residence outside of the  
19 State of Nevada and to take a child or child with him, must as soon as possible and before the  
20 planned move, attempt to obtain the written consent of the other parent or permission of this  
21 Court.  
22

23 IT IS FURTHER ORDERED that the State of Nevada, United States of America, is the  
24 habitual residence of the minor child. The terms of the Hague Convention of October 25, 1980,  
25 adopted by the 14th Session of the Hague Conference on Private International Law, apply if a  
26 parent abducts or wrongfully retains a child in a foreign country.  
27

28 IT IS FURTHER ORDERED that the parties will comply with the provisions of NRS  
125B.145 which provides that an Order issued by any Court, or other expedited process, for the



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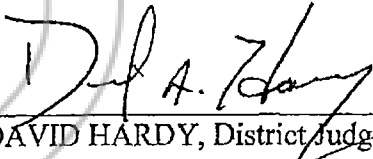
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support of child that is being enforced in this State must be reviewed by the Court at least every three years to determine whether the Order should be modified or adjusted. If the court determines that modification or adjustment of the order is appropriate, the Court shall enter an order modifying or adjusting the previous order for support. Any review of an order for the support of a child must be conducted by the Court upon the filing of a request for review by: (1) the Welfare Division of the Department of Human Resources or the District Attorney, if the Welfare Division or the District Attorney has jurisdiction in the case; or (2) a parent or legal guardian of the child.

IT IS FURTHER ORDERED that an order for support of a child may be reviewed at any time on the basis of changed circumstance.

IT IS FURTHER ORDERED that under NRS 425.510, as of January 1, 1996, the obligor's driver's license can be suspended if the obligor is more than \$1,000.00 (one thousand dollars) in arrears and is two (2) months or more behind in his or her payments of child support, and/or has not provided court-ordered medical insurance for his or her child(ren).

DATED: this 17<sup>th</sup> day of June, 2009.

  
\_\_\_\_\_  
DAVID HARDY, District Judge

DOCKET  
JUN 17 2009  
Initials AD

## ROBINSON v. ROBINSON

FINAL 3

## MARITAL BALANCE SHEET

5/4/2009 16:16

ITEM			PROPERTY VALUE						
			VALUED	VALUE	TOTAL	COMMUNITY		SEPARATE	
			BY	DATE		HUSBAND	WIFE	HUSBAND	WIFE
<b>ASSETS</b>									
<b>CASH</b>									
1	Wells Fargo Checking 0563	H	Plaintiff	6/27/2008	3,451	3,451			
2	Wells Fargo Checking 7293	W	Statement	6/11/2008	0				
3	Wells Fargo Checking	J	Statement	7/23/2008	1,510	755	755		
4	Wells Fargo - 5455	H	Plaintiff	6/27/2008	0				
5	Wells Fargo Checking 4128	W	Statement	12/10/2007	2,150		2,150		
6	Wells Fargo Checking 0170	J	Closed	12/7/2008					
7	Bank of America --0928	H	??						
8									
9									
	<b>Subtotal</b>			(0)	7,111	4,206	2,905	0	0
<b>INVESTMENTS</b>									
10	Waddell & Reed--8501	J	Statement	6/20/2008	1,905	953	952		
11	Waddell & Reed--5206	H	Statement	6/20/2008	29,450	14,725	14,725		
12	Waddell & Reed--5204 (Galen)	H	Statement	6/20/2008	1,793				
13	Waddell & Reed -- 5206 (Emmett)	H	Statement	6/20/2008	1,793				
14	Kleinfelder Stock*	H	Subpoena	7/28/2008	TBD				
15	Waddell & Reed		Statement	6/30/2008	298,000	149,000	149,000		
16	503b Accounts--(Galen & Emmit)	H	Unknown		XXXX				
17	UTMA Accounts--(Galen & Emmit)	W	Unknown			XXXX			
	<b>Subtotal</b>			3,586	332,941	164,678	164,677	0	0
<b>RECEIVABLES &amp; DEPOSITS</b>									
18	Bearer Bonds FBO: Children**		Transferred						
19	Safety Deposit Box		Noné						
	<b>Subtotal</b>			0	0	0	0	0	0
<b>REAL PROPERTY</b>									
20	3521 Silverado Dr.--Carson City		CMA	7/2/2008	529,000				
<b>AUTOS &amp; RECREATIONAL VEHICLES</b>									
21	2005 Tacoma	H	KBB	6/23/2008	18,910	18,910			
22	1999 Suburban (where proceeds)		SOLD	8/11/2008	8,500				
23	2000 Subaru	H	KBB	6/23/2008	6,340	6,340			
24	2003 Acura MDX	W	KBB	6/23/2008	14,160		14,160		
	<b>Subtotal</b>			8,500	47,910	25,250	14,160	0	0
<b>RETIREMENT ACCOUNTS</b>									
25	American Funds--4422		Plaintiff	6/20/2008	218,169	109,084	109,085		
26	Vanguard		Plaintiff	3/31/2008	11,466	5,733	5,733		
27	Waddell & Reed--8436		Plaintiff	10/13/2008	26,098	13,049	13,049		
28	Kleinfelder KSOP		Plaintiff	3/31/2008	1,766	883	883		
29	Waddell & Reed		Plaintiff		11,466	5,733	5,733		
30	Kleinfelder Stock*		Plaintiff		TBD	HALF	HALF		
31	401K--Husbands'		Plaintiff		TBD	HALF	HALF		
32	August & Oct, 08 paychecks							3,600	
	June 3, 2008 Order							3,000	
	One-half 2007 tax refund							unknown	
	<b>Subtotal</b>			(3,600)	268,965	134,482	134,483	3,600	0
	8,486		<b>TOTAL ASSETS</b>		656,927	328,616	316,225	3,600	0

EXHIBIT **A**

# ROBINSON v. ROBINSON

FINAL 3

## MARITAL BALANCE SHEET

5/4/2009 16:16

ITEM		VALUED BY	VALUE DATE	TOTAL	PROPERTY VALUE			
					COMMUNITY		SEPARATE	
					HUSBAND	WIFE	HUSBAND	WIFE

**LIABILITIES:**

**LONG TERM DEBT**

33	3521 Silverado-Countrywide 2784		Plaintiff	6/23/2008	397,218				
34	Chase HELOC-2747		Plaintiff	5/30/2008	165,688				
35									
36									
37									
	<b>Subtotal</b>				562,906	0	0	0	0

**OTHER LIABILITIES**

38	CitiBank Mastercard - 9834	H	Plaintiff	6/27/2008	0					
39	Southwest Visa - 8218	H	Plaintiff	6/27/2008	0					
40	B of A - 0928	H	Plaintiff	6/27/2008	0					
41	B of A - 2284	W	Plaintiff	6/5/2008	17,316			17,316		
42	Lowe's - 1370	H	Plaintiff	6/27/2008	0					
43	Capital One --2085	W	Plaintiff	6/27/2008	17,832			17,832		
44	Wells Fargo Visa - 2641	W	Statement	6/19/2008	5,452			5,452		
45	Wells Fargo LOC-0481		Statement	6/19/2008	0					
46	Wells Fargo LOC - 9314	W	Statement	12/10/2007	300		300			
47	Citibank --2146	H	Statement	No Info	144		144			
48	Chase--4891	H	Statement	No Info						
49	Attorney Fees				750			3,250		
50										
51										
	<b>Subtotal</b>				(2,500)	41,794	0	444	43,850	0

560,406	<b>TOTAL LIABILITIES</b>	604,700	0	444	43,850	0
(551,920)	<b>NET EQUITY</b>	\$52,227	\$328,616	\$315,781	(\$40,250)	\$0

**EQUALIZING NOTE**

(\$6,417)      \$6,418

**EQUALIZED EQUITY**

\$322,199      \$322,199

Line 14: Stock to be valued and equally divided between Husband and Wife

Line 20: Balances to be transferred to above-referenced children's accounts

Line 30: Husband to buy out Wife

Lines 30 and 31: Wife will receive one-half the value

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'09 MAR 25 P1:38

HOWARD W. COMYERS  
BY msb  
DEPUTY

IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

Michael B. Robinson,  
Plaintiff,

Case No. DV08-00003  
Dept. No. 2

vs.

Colleen L. Robinson  
Defendant.

ORDER

Before this Court is an unresolved issue after the parties' successful settlement conference. This Court conducted a telephone conference with counsel and entertained brief, written arguments. The written arguments have been filed in the court record.

The issue presented is what date and value should the securities accounts be divided? Ms. Robinson seeks to divide the accounts at their value on the date of the settlement conference, which was September 26, 2008. Ms. Robinson contends Mr. Robinson unduly delayed preparation of the decree, which prevented her from accessing her share of the securities accounts and converting the proceeds into a cash position. Ms. Robinson further contends she has lost substantial value in the securities account by not converting the proceeds to cash or other conservative position.

This Court concludes it would be improper to value and divide the accounts as of September 26, 2008. First, the parties did not include in their agreement the date of

EXHIBIT B

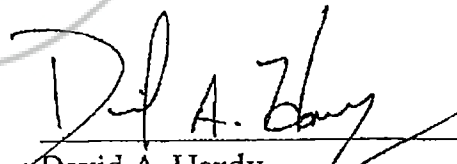


1 division for valuation purposes. The legal/judicial process moves at its own pace. There  
2 is frequently a delay between the date of a settlement conference and the date a decree is  
3 entered. Second, it is too speculative to know when Ms. Robinson would have directed  
4 the conversion from securities to a conservative position. There is an analytical distinction  
5 between retrospection and prospective decision making. Third, we are in the midst of a  
6 global economic downturn that affects almost all people. The stock market in particular  
7 has been negatively affected during the past six months. Ms. Robinson should not stand  
8 alone as immune from the market degradation. Mr. Robinson should not be Ms.  
9 Robinson's guarantor of value. Fourth, Ms. Robinson contends she would have redeemed  
10 the securities and immediately purchased a home. The housing market has also continued  
11 to decline in the past six months. Thus, she wants pre-devalued assets to purchase a home  
12 at a post-devaluation price. She can purchase a home today for less than she would have  
13 paid in September, 2008. Fifth, the securities values may increase. If they do, and Ms.  
14 Robinson still owns some securities, she will enjoy undue profits if she is insulated from  
15 the losses of the past six months. In the final analysis, Ms. Robinson's request is too  
16 speculative to countenance.

17 There were delays, which should not be countenanced. This Court understands the  
18 unforeseen, unavoidable medical condition experienced by Mr. Robinson's attorney.  
19 Nonetheless, Mr. Robinson shall pay \$2,500.00 to Ms. Robinson for not preparing the  
20 decree as ordered by the Court.

21 **IT IS SO ORDERED.**

22 Dated: March 25, 2009.

23  
24   
25 \_\_\_\_\_  
26 David A. Hardy  
27 District Court Judge  
28

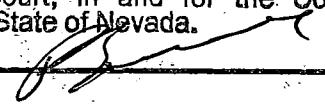
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**CERTIFIED COPY**

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: 10/7/15

JACQUELINE BRYANT, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By  Deputy