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

\* \* \*

TAWNIA R. JOHNSON,

Plaintiff,

vs.

JAMES P. JOHNSON,

Defendant.

Case No. DV16-00501

Dept. No. 5

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

The Complaint for Divorce filed by the Plaintiff, TAWNIA R. JOHNSON, having been personally served on the Defendant JAMES P. JOHNSON, who failed, neglected and /or refused to file an Answer or otherwise enter an appearance and the Clerk of the Court having entered a Default against the Defendant, the above entitled matter was submitted to the Court for entry of a default judgment based upon the Complaint and the Affidavit of TAWNIA R. JOHNSON in Support of Default Judgment. The Court having reviewed the Complaint and Affidavit submitted by the Plaintiff and taking judicial notice of the pleadings and orders entered in Case Number FV15- 00648 in the Second Judicial District Court of the State of Nevada, in and for Washoe County and otherwise been fully advised in the premises and Good Cause Appearing, the Court makes its Findings of, draws its Conclusions of Law and enters a Decree of Divorce as follows:

**FINDINGS OF FACT**

1. Plaintiff and the minor children of the parties are and for a period of more than six (6) weeks immediately preceding the commencement of this action, have been actual, bona fide residents and legal domiciliaries of the State of Nevada. The Plaintiff has maintained her intention

1 to continue to be a resident of the State of Nevada for an indefinite period of time and meets the the  
2 residency requirements to file a Complaint for divorce against the Defendant.

3 2. The Plaintiff and Defendant were married on May 30, 1998, in Reno, Nevada and ever  
4 since that day have been, and still are, Husband and Wife.

5 3. The Plaintiff is not pregnant.

6 4. There are three minor children born of the marriage and relationship between the  
7 Plaintiff and the Defendant, namely: Amber Noel Johnson who was born on October 8, 1999, and  
8 is currently 16 years old and the twins Samantha Kathleen Johnson and Andrew James Johnson who  
9 were born on November 27, 2001, and are currently 14 years old.

10 5. The Plaintiff and Defendant separated from each other on February 18, 2015. At the  
11 time the parties separated, the Defendant was employed at Silver State Heating & Air earning a  
12 salary of \$3,640.00 a month.

13 6. Claiming that she was a victim of domestic violence, the Plaintiff filed an Application  
14 for a protection order against domestic violence with the Family Division of the Second Judicial  
15 District Court of the State of Nevada in and for Washoe County, which was filed as Case No. FV15-  
16 00648. A Temporary Protection Order was issued scheduling a hearing to take place on March 2,  
17 2015, at which time both the Plaintiff and the Defendant appeared before the Court Master who  
18 issued an order extending the Temporary Protective Order until March 2, 2016. The Order awarded  
19 temporary physical custody of the three minor children of the parties to the Plaintiff and based upon  
20 the salary which the Defendant was earning as an employee of Silver State Heating & Air ordered  
21 the Defendant to pay \$1055.60 in monthly child support to the Plaintiff.

22 7. After the hearing, the Defendant quit his job, left the State of Nevada and moved to  
23 Oregon where he applied for and started to receive unemployment benefits. The Defendant also  
24 asked the Court Master to review and modify the child support order. A hearing on the Defendant's  
25 request to modify the child support order was held on June 4, 2015, at which time the Court Master,  
26 based upon the unemployment benefits paid to the Defendant, reduced the Defendant's child support  
27 obligation to \$518.00 a month.

28 //

1           8. In her Affidavit in support of Default Divorce Judgment, the Plaintiff claimed that from  
2 the time the Plaintiff and the Defendant separated in February 2015, the Defendant has not requested  
3 or exercised visitation with the minor children of the parties and has made no effort to contact or  
4 communicate with them. The Plaintiff has requested that the Court enter an order providing for the  
5 Plaintiff and the Defendant to retain joint legal custody of the three minor children of the parties and  
6 to award primary physical custody of the three minor children to the Plaintiff. In her Affidavit, the  
7 Plaintiff, based upon the Defendant's history of domestic violence and his problem with alcohol,  
8 asked that the Court enter an order providing for visitation which requires the Defendant  
9 give at least 10 days prior written notice of his intent to exercise visitation; that his visitation take  
10 place in the Reno- Sparks metropolitan area only; that his visitation be restricted to days only (no  
11 overnight visitation); that the Defendant be ordered not to consume any alcohol at least 24 hours  
12 before and at any time during his exercise of visitation and that the Plaintiff be given  
13 the right to refuse visitation whenever she reasonably determines that the Defendant has been  
14 drinking before a visitation takes place. The Court finds that the visitation proposed by the Plaintiff  
15 is reasonable in light of the Defendant's history of domestic violence and alcohol abuse as  
16 determined by the Court Master in the proceedings referenced above.

17           9. The Plaintiff in her Affidavit identified the debts owed by the parties and the assets  
18 which they previously divided between them. The Plaintiff in her Affidavit asked the Court to order  
19 the Defendant to pay the debts and obligations related to his alcohol treatment and to pay the credit  
20 card obligations with Nevada State Bank and Chase Credit Card while the Plaintiff be ordered to  
21 assume and pay the balances owing on the Capital One Credit Card and the Bank of America Credit  
22 Card. Specifically, the Plaintiff asked that the Court divide the debts of the parties as follows:

23           The Defendant should be ordered to assume, pay and hold the Plaintiff harmless for the  
24 following debts:

25           Nevada State Bank	\$1,103.00
26           Chase Credit Card	\$1,875.00

27           In addition, the Defendant should be ordered to assume, pay and hold the Plaintiff harmless  
28 for the following medical bills which he incurred for medical treatment and services which he

1 received for his alcohol dependency:

2	Emergency Physicians	\$673.00
3	Northern Nevada Medical Center	\$1,040.00
4	Renown Medical Center	\$2,439.00
5	REMSA	\$1,092.00

6 Lastly, the Plaintiff should be ordered to assume, pay and hold the Defendant harmless for  
7 the following bills:

8	Capital One Credit Card	\$1,000.00
9	Bank of America Credit Card	\$3,200.00

10 10. The Plaintiff also asks that the Court order the Defendant to reimburse her for one half  
11 of the travel expenses which Plaintiff paid to enable the twins to travel to Washington, D. C. and  
12 New York with their classmates at Dilworth Middle School in the sum of \$2,300.00.

13 11. The Plaintiff represented to the Court that she and the Defendant already divided their  
14 personal property and asks the Court to confirm as his sole and separate property of the Defendant  
15 in 1992 Mitsubishi Mighty Max truck, the 2007 Yamaha VMX12 Motorcycle and the personal  
16 belongings, clothing and items of property currently in his possession and to confirm as the sole and  
17 separate property of the Plaintiff the 1976 El Dorado Dodge Sportsman Motorhome, the 2006 Chevy  
18 Silverado HD Crew Cab 1500 LT truck and the personal belongings, clothing and items of property  
19 currently in her possession. The Plaintiff asks that the Defendant be ordered to register the 1992  
20 Mitsubishi truck within sixty (60) days from the date of the Court signing this decree.

21 12. The Plaintiff also asked that the Court award to her the timeshare interest which the  
22 parties purchased from Ridge Sierra which is more particularly described in Exhibit 2 attached to the  
23 Plaintiff's Affidavit in Support of Default Divorce Decree. Because the Plaintiff does not expect the  
24 Defendant to cooperate in transferring title to the timeshare into her name, she asks that the Court  
25 authorize the Clerk of the Court to sign a deed transferring the Defendant's interest to the timeshare  
26 into the Plaintiff's name.

27 13. In her Complaint for Divorce, the Plaintiff asked the Court to award alimony; however  
28 the Court does not have the information to determine the amount of alimony to award. In order to

1 retain jurisdiction over the award of alimony, the Court finds that alimony in the amount of one  
2 dollar per month should be awarded as periodic alimony for a period of 36 months from the date of  
3 this decree.

4 14. The Plaintiff and the Defendant have become and now are incompatible in  
5 marriage and are no longer able to reconcile their marriage and that a cause of action for divorce  
6 exists in favor of the Plaintiff on the grounds of incompatibility.

7 15. Plaintiff, TAWNIA R. JOHNSON wishes to retain her current name.

8 **CONCLUSION OF LAW**

9 As conclusions of law from the foregoing facts, the Court concludes as follows:

10 1. That this Court has jurisdiction over the subject matter of this action and has personal  
11 jurisdiction over the parties and their minor children to enter the orders and decree of divorce as  
12 hereinafter stated.

13 2. That the Plaintiff is entitled to a Judgment and Decree of Divorce dissolving the bonds  
14 of matrimony heretofore and now existing between the parties, releasing each of them from the  
15 duties and obligations of their marriage and restoring each of them to the status of an unmarried  
16 person.

17 3. That the custody, support and visitation orders and the division of the debts and property  
18 belonging to the parties as proposed by the Plaintiff in her Affidavit in Support of a Default Decree  
19 of Divorce is fair and equitable and should be approved and incorporated into the Decree.

20 **DECREE OF DIVORCE**

21 NOW, THEREFORE, in consideration of the law and the evidence submitted and in  
22 conformity with the Court's Findings of Fact and Conclusions of Law,

23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

24 1. That the bonds of matrimony now and heretofore existing between the Plaintiff and  
25 Defendant be, and the same are hereby wholly dissolved, and an absolute and final Decree of  
26 Divorce is hereby granted to the parties, and each of the parties is hereby restored to the status of a  
27 single, unmarried person.

28 //



1           2. That the Plaintiff and the Defendant will retain joint legal custody over the three minor  
2 children of the parties; however, primary physical custody of the three minor children of the parties  
3 is awarded to the Plaintiff subject to the visitation set forth in Paragraph 8 of the above Findings of  
4 Fact;

5           3. That the Defendant be and he is hereby ordered to pay to the Plaintiff child support in  
6 the statutory amount of 29% of his gross monthly income as provided in the Nevada Revised  
7 Statutes which based upon the findings by the Court Master in the order issued as a result of the  
8 hearing held on June 4, 2015, is in the sum of \$518.00 per month. The Court specifically retains  
9 jurisdiction to adjust the child support obligation of the Defendant based upon the gross earnings of  
10 the Defendant as of the date of this decree should the Plaintiff be able to ascertain the earnings of the  
11 Defendant;

12           4. In addition to his child support obligation, the Defendant be and he is hereby ordered to  
13 reimburse the Plaintiff for one half of the cost for maintaining medical insurance for the three minor  
14 children of the parties and to pay or reimburse the Plaintiff for half of all of the medical expenses  
15 incurred by or on behalf of the three minor children of the parties including any co-pays, deductibles  
16 and unreimbursed medical expenses.

17           5. That the Defendant be and he is hereby ordered to reimburse the Plaintiff for one half of  
18 the travel expenses paid by the Plaintiff to enable the twins to travel to Washington D.C. and to New  
19 York with their classmates at Dilworth Middle School in the amount of \$2,300.00.

20           6. That all rights and obligations of the parties arising out of and incident to the marriage  
21 of the Plaintiff and Defendant including the rights of the parties as relates to the division of the  
22 parties' community and jointly owned property and debts and settlement of all other related matters  
23 be in accordance with the terms and provisions of Paragraphs 11 and 12 of the above Findings of  
24 Fact which are hereby ratified, confirmed and approved in all respects and are hereby merged and  
25 incorporated into this Decree of Divorce. Both the Plaintiff and the Defendant are hereby ordered to  
26 comply with the terms and provisions of the same.

27           7. That the interest of the Plaintiff and the Defendant in the timeshare which they  
28 purchased from Ridge Sierra as more particularly described in Exhibit 1 attached to Plaintiff's

1 Affidavit in Support of Default Divorce Decree be and the same is hereby awarded to the Plaintiff  
2 and that the Clerk of the Court or any Deputy be and are hereby authorized to execute a Clerk's deed  
3 transferring the Defendant's interest in the timeshare to the Plaintiff.

4 8. That the Wife will retain her maiden name of TAWNIA R. JOHNSON.

5 9. That the Defendant be and he is hereby ordered to pay to the Plaintiff alimony in the  
6 sum of one dollar per month for a period of 36 months from the date of entry of this Decree of  
7 Divorce and the Court shall retain jurisdiction to modify the amount of alimony any time during the  
8 period of time alimony is payable to the Plaintiff and to modify child support once the Defendant's  
9 gross earnings are ascertained.

10 **PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,**  
11 **CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS**  
12 **PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS**  
13 **200.359 provides that every person having a limited right of custody to a child or any parent having**  
14 **no right to the child who willfully detains, conceals or removes the child from a parent, guardian or**  
15 **other person having lawful custody or a right of visitation of the child in violation of an order of this**  
16 **court, or removes the child from the jurisdiction of the court without the consent of either the court**  
17 **or all persons who have the right to custody or visitation is subject to being punished for a category**  
18 **D. Felony as provided in NRS 193.130. The parties are hereby put on notice that the terms of the**  
19 **Hague Convention of October 25, 1980, adopted by the 14<sup>th</sup> session of the Hague conference on**  
20 **Private International Law, apply if a parent abducts or wrongfully detains a child in a foreign**  
21 **country.**

22 DATED this 4<sup>th</sup> day of January, 2017.

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26 DISTRICT JUDGE  
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**CERTIFICATE OF MAILING**


Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court, and that on the 4<sup>th</sup> day of January, 2017, I deposited for mailing, first class postage prepaid, at Reno, Nevada, a true and correct copy of the foregoing document addressed to:

**James Patrick Johnson  
47595 Union Street  
Oakridge, OR 97463-9762**

**CERTIFICATE OF ELECTRONIC SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court, and that on the 4<sup>th</sup> day of January, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice to:

**Kathrine Berning, Esq.**

  
\_\_\_\_\_  
Dianne Talley  
Judicial Assistant for Department 5

COPY

**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: 3/30/2017

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

By Brenda Yohn Deputy

EXHIBIT "A"  
(Sierra 03-alternate) 03-020-08-82

A timeshare estate comprised of:

PARCEL 1: An undivided 1/102nd interest in and to that certain condominium estate described as follows:

- (A) An undivided 1/8<sup>th</sup> interest as tenants in common, in and to the Common Area of **Lot 2** of Tahoe Village Unit No. 3, as shown on the map recorded December 27, 1983, as Document No. 93408, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of Boundary Line Adjustment Map recorded April 21, 1986, as Document No. 133713, Official Records of Douglas County, State of Nevada
- (B) Unit No. **A4** as shown and defined on said condominium map recorded as Document No. 93408, Official Records of Douglas County, State of Nevada.

PARCEL 2: A non-exclusive easement for ingress and egress and for the use and enjoyment and incidental purposes over, on and through the Common Area as set forth in said condominium map recorded as Document No. 93408, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of Boundary Line Adjustment Map recorded as Document No. 133713, Official Records of Douglas County, State of Nevada.

PARCEL 3: An exclusive right to the use of a condominium unit and the non-exclusive right to use the real property referred to in subparagraph (A) of Parcel 1, and Parcel 2 above, during one "ALTERNATE USE WEEK" in **EVEN** numbered years within the **PRIME** "use season" as that term is defined in the Second Amended and Restated Declaration of Timeshare Covenants, Conditions and Restrictions for the Ridge Sierra recorded as Document No. 183661, and as Amended by that certain Addendum recorded as Document No. 184444, Official Records, Douglas County, State of Nevada (the "CC&R's"). The above described exclusive and non-exclusive rights may be applied to any available unit in The Ridge Sierra project during said "USE WEEK" in the above referenced "use season" as more fully set forth in the CC&R's.

PARCEL 4: non-exclusive easement for encroachment together with the right of ingress and egress for maintenance purposes as created by the certain easement agreement recorded as Document No. 93659, Official Records of Douglas County, State of Nevada.

A Portion of APN: 1319-30-542-024

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)  
 a) 1319-30-542-024  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

2. Type of Property:  
 a)  Vacant Land    b)  Single Fam. Res.  
 c)  Condo/Twnhse    d)  2-4 Plex  
 e)  Apt. Bldg    f)  Comm'l/Ind'l  
 g)  Agricultural    h)  Mobile Home  
 i)  Other Timeshare

FOR RECORDERS OPTIONAL USE ONLY	
BOOK _____	PAGE _____
DATE OF RECORDING: _____	
NOTES: _____	

3. Total Value/Sales Price of Property: \$ \_\_\_\_\_  
 Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
 Transfer Tax Value: \$ \_\_\_\_\_  
 Real Property Transfer Tax Due: \$ 00

4. If Exemption Claimed:  
 a. Transfer Tax Exemption per NRS 375.090, Section # 6  
 b. Explain Reason for Exemption: Transfer of title between former spouses  
in compliance with divorce decree

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Tawnia Johnson Capacity Grantee

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: James P. Johnson  
 Address: c/o 333 Seventh St.  
 City: Sparks  
 State: NV Zip: 89431

Print Name: Tawnia R. Johnson  
 Address: 333 Seventh St.  
 City: Sparks  
 State: NV Zip: 89431

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Grantee Escrow # \_\_\_\_\_  
 Address: same as above  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)