

APN# 1320-33-818-011



SHAWNYNE GARREN, RECORDER

Recording Requested by/Mail to:

Name: RODNEY E. SUMPTER ESQ.

Address: 139 VASSAR ST

City/State/Zip: RENO NV 89502

Mail Tax Statements to:

Name: NANCY O'CONNELL TRUSTEE

Address: 1441 CARDIFF DR.

City/State/Zip: GARDNERVILLE, NV 89410

Stipulation Modifying Decree of Divorce And Joint Petition for Divorce

Title of Document (required)

Please complete the Affirmation Statement below:

The undersigned hereby affirms that the document submitted for recording DOES contain personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380 (1)(A) & NRS 40.525 (5)
- Military Discharge – NRS 419.020 (2)
- Other NRS _____ (state specific law)

-OR-

I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted for recording does NOT contain the personal information of any person(s). (Per NRS 239B.030)


Signature

Rodney E. Sumpter, Esq.
Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

BERKICH LUCEY LAW GROUP
305 N. Carson St., Ste. 204 825 Maestro Drive, Suite A
Carson City, NV 89701 Reno, NV 89511
(775) 461-3855 (775) 412-1309

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OCT 26 2023

Douglas County
District Court Clerk

FILED

2023 OCT 26 AM 9:50

SUEBIE R. WILLIAMS
CLERK

[Signature]
BY CLERK

ORIGINAL

1 Case No. 2021-DI-00347

2 Dept. No. I

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4
5 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF DOUGLAS

7 *****

8 NANCY A. O'CONNELL,

9 Petitioner,

10 and.

11 JAMES F. POLKA,

12 Petitioner.

**STIPULATION AND ORDER
MODIFYING DECREE OF
DIVORCE AND JOINT
PETITION FOR DIVORCE (No
Children)**

13
14 COMES NOW, Co-Petitioner, NANCY A. O'CONNELL (hereinafter "Nancy"), by and
15 through her attorney, Sarah E. White, Esq., of Berkich Lucey Law Group, and Co-Petitioner,
16 JAMES F. POLKA, (hereinafter "James") by and through his attorney, Rodney E. Sumpter,
17 Esq., and herein enter this *Stipulation and Order Modifying Decree Of Divorce And Joint
18 Petition For Divorce (No Children)* as specified below:

19 1. **JURISDICTION:** The Parties agree that this Court continues to have
20 jurisdiction over the parties and these proceedings.

21 2. **WAIVER OF RIGHTS:** The parties acknowledge that by entering into this
22 *Stipulation* they are waiving any right they might otherwise have to conduct any additional or
23 further discovery of relevant facts or circumstances.

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1 3. **PROPERTY**: The parties agree to divide the following property items as
2 follows:

3 a. **Residence at 1441 Cardiff Drive, Gardnerville, Nevada 89410**

4 i. The parties agree that NANCY shall retain the Cardiff Drive residence
5 as her sole and separate property to include all obligations and liabilities associated therewith
6 including but not limited to utility payments, mortgage payments, tax liabilities, and any other
7 expense(s), not including any lien attached by or on behalf of the Cross River Bank Best Egg
8 Loan.
9

10 b. **Dog named Maggie**

11 i. The parties agree that NANCY shall retain Maggie, her certified
12 service dog, identified in the *Joint Petition for Divorce (No Children)* filed on December 23,
13 2021 as "dog purchased jointly before marriage," including all obligations and liabilities
14 associated with Maggie. Compensation for Maggie to JAMES is included in the global
15 settlement payment set forth herein below.
16

17 c. **\$150,000 (one hundred fifty thousand dollars upon settlement of**
18 **Califano Family Trust)**

19 i. The parties agree to strike item number four (4) of the community
20 property that James F. Polka shall receive pursuant to the *Joint Petition for Divorce (No*
21 *Children)* filed on December 23, 2021, on page 3 of 7 regarding the Califano Family Trust.
22 NANCY shall retain any and all proceeds, winnings, income, earnings, restitution, awards,
23 payment, compensation, and/or any other benefit following resolution of Case Number
24 RP18922962 in the Superior Court of California, County of Alameda, *In re: The Califano*
25 *Family Trust*, dated February 28, 1989 as her sole and separate property in consideration of the
26 global settlement set forth herein below.
27

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1 d. Other property items

2 i. It is agreed that NANCY shall have as her sole and separate property
3 all cash accounts held in her name, any and all retirement and investment accounts held in her
4 name, any and all vehicles titled in her name, and all personal property currently within her
5 possession.

6
7 ii. It is agreed that JAMES shall have as his sole and separate property,
8 all cash accounts held in his name, any and all retirement and investment accounts held in his
9 name, any and all vehicles titled in his name, and all personal property currently within his
10 possession.

11 e. Surrendered Rights

12 i. JAMES hereby assigns, transfers, relinquishes, waives, and
13 surrenders to NANCY any and all of his rights, title, and interest of every kind and character in
14 and to any and all property identified in Section 3(a)-(d)(i) above.

15
16 ii. NANCY hereby assigns, transfers, relinquishes, waives, and
17 surrenders to JAMES any and all of her rights, title, and interest of every kind and character in
18 and to any and all property identified in Section 3(d)(ii) above.

19 4. EQUALIZING PAYMENT: The parties agree as follows:

20 a. As and for a global settlement of all of the issues existing between the parties
21 arising from their Decree of Divorce, NANCY hereby agrees to pay JAMES a total Equalizing
22 Payment in the amount of \$220,000.00 within ninety (90) days after final judgment in Case
23 Number RP18922962 in the Superior Court of California, County of Alameda, *In re: The*
24 *Califano Family Trust*, dated February 28, 1989 to be distributed in one lump sum unless the
25 parties otherwise mutually agree in writing to an alternative payment plan. However, in the
26 alternative, in the event of an adverse ruling or in the event that the sum awarded to NANCY is
27 insufficient to retire the settlement payment amount, NANCY agrees to either place the Cardiff
28

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1 Drive property on the market for sale or shall refinance the property, in either event, the full
2 payment to JAMES shall be made from the proceeds of such sale or refinance.

3 b. JAMES agrees to dissolve and remove any and all liens, lis pendens, notes,
4 or any other actions pertaining to the Cardiff Drive residence, including but not limited to a lis
5 pendens recorded on August 18, 2022. JAMES reserves the right to attach a lien, lis pendens,
6 note, or other action pertaining to the Cardiff Drive residence in the event he does not receive
7 the Equalizing Payment in the manner described in section 4(a). Nothing in this agreement shall
8 prohibit JAMES from recording a Request for Special Notice. Nancy shall have an affirmative
9 obligation to advise JAMES, through her counsel, of any action to sell or refinance the property.
10

11 5. **DEBTS**: the parties agree to divide the following debts as follows:

12 a. It is agreed that NANCY shall have as her separate debts, the following:

13 i. Discover Credit Card balance as December 22, 2021.

14 ii. US Bank card balance as of December 22, 2021 in the amount of
15 approximately \$17,614.59.

16 iii. Half of the balance of the Cross River Bank dba Best Egg Loan as of
17 December 22, 2021, amounting \$14,148.61, with a total balance of
18 \$28,297.21.

19 b. It is agreed that JAMES shall have as his separate debts, the following:

20 i. Half of the balance of the Cross River Bank dba Best Egg Loan on
21 December 22, 2021, amounting \$14,148.61, with a total balance of
22 \$28,297.21.
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1 c. The parties herein agree that all payment on those debts listed in section 5(a)
2 and 5(b) shall be further addressed between the parties and the respective
3 creditors to establish payment and/or payment plans as necessary.

4 i. Within thirty (30) days of his signing this *Stipulation*, JAMES agrees
5 to provide any and all information to creditors as necessary to permit
6 NANCY to communicate with said creditors regarding payment.

7
8 ii. The Cross River Bank dba Best Egg Loan is currently undergoing
9 litigation in case number CV22-02068 in the Second Judicial District
10 Court in and for Washoe County, State of Nevada. The division of
11 debt accrued since December 22, 2021 shall be attributed to the parties
12 according to proceedings in CV22-02068.

13
14 6. **NO-CONTACT ORDER**: The parties agree they shall be restricted to
15 communication through counsel only as it pertains to the terms and obligations set forth in this
16 *Stipulation*. The parties otherwise agree they shall not contact one another in person, by phone,
17 in writing, or through the use of a third-party.

18 7. **AGREEMENT EXECUTED WITHOUT COERCION**: Each party hereto
19 acknowledges that each of them is making this agreement of his or her own free will and volition,
20 and acknowledges that no coercion, force, pressure, or undue influence has been used against
21 either party in the making of this agreement, either by the other party to this agreement or by any
22 other person or persons.

23
24 8. **PARTIAL INVALIDITY**: in the event that any portion of this *Stipulation* is
25 declared invalid, the remaining portions of this *Stipulation* shall remain in full force and effect.

26 9. **WAIVERS**: The waivers by the parties of a breach of any provision of this
27 *Stipulation* shall not be deemed a continuing waiver or a waiver of any subsequent breach
28 whether of the same or another provision.

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1 10. **REPRESENTATION BY COUNSEL:** Sarah E. White, Esq. of Berkich Lucey
2 Law Group, has acted as counsel for NANCY. Rodney E. Sumpter, Esq., has acted as counsel
3 for JAMES. The parties agree to pay their own attorney's fees and costs associated with this
4 *Stipulation*. If either party engages in a subsequent legal action to enforce, interpret, or contest
5 any provision of this *Stipulation*, the court may award the prevailing party reasonable attorney's
6 fees and costs.

7 The parties acknowledge that Sarah E. White, Esq. and the Berkich Lucey Law Group
8 and Rodney E. Sumpter, Esq. did not give legal advice or representations on the tax
9 consequences of any portion of this Agreement, and the parties understand they should have this
10 Agreement reviewed by a competent tax counsel and, to the extent that they have not had this
11 Agreement so reviewed, they knowingly and intelligently assume the risk of proceeding without
12 such advice.

13 The parties acknowledge that Sarah E. White, Esq. and the Berkich Lucey Law Group
14 and Rodney E. Sumpter, Esq. did not give any legal advice or representations with respect to
15 debt collection, and the parties understand they should seek independent legal counsel regarding
16 such matters and, to the extent that they have not, they knowingly and intelligently assume the
17 risk of proceeding without such advice.

18 11. **PRIOR ORDER:** The parties recognize this Court entered a *Decree of Divorce*
19 on December 29, 2021, incorporating the *Joint Petition for Divorce (No Children)* filed on
20 December 23, 2021. The parties intend for all terms in the *Decree of Divorce* and all prior orders
21 not inconsistent with this *Stipulation* to remain in full force and effect.

22 The parties recognize and acknowledge that by entering into this *Stipulation*, each is
23 waiving and giving up certain substantive rights to which they may otherwise be entitled. Both
24 parties believe that the advantages to them of entering into this *Stipulation* outweigh the rights
25 and remedies they have waived and given up by doing so.

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AFFIRMATION pursuant to NRS 239B.030: The undersigned does hereby affirm that the preceding does not contain the social security number of any person.

DATED: October ²⁰~~12~~, 2023.


DATED: October 12, 2023.


Nancy O'Connell
By: *Nancy O'Connell*
Nancy O'Connell

James Polka
By: *James F. Polka*
James Polka

SUBSCRIBED and SWORN to before me this 25th day of October, 2023.

SUBSCRIBED and SWORN to before me this 12th day of October, 2023.

[Signature]
NOTARY PUBLIC
**MIRA MARIE JOHNSON**
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-02-28
Certificate No: 22-8238-02

[Signature]
NOTARY PUBLIC
**MELLISA JENEE' DESMOND**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 16-2872-2 - Expires June 24, 2024

[Signature]
SARAH WHITE, ESQ
Attorney for Petitioner-Wife

[Signature]
RODNEY E. SUMPTER, ESQ.
Attorney for Petitioner-Husband

ORDER

IT IS SO ORDERED.

DATED this _____ day of _____, 2023.

DISTRICT JUDGE

CERTIFIED COPY
The Document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.
DATE August 16, 2024
REBECCA EDWARDS, Clerk of Court
of the State of Nevada, in and for the County of Douglas,
By *[Signature]* Deputy