

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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ALEX GHIBAUDO, Appellant, vs. TARA KELLOGG Respondent	Case No.: 82248 District court: ID# 032021-10:46 p.m. Electronically Filed Nov 3 2021 Elizabeth A. Brown Clerk of Supreme Court
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9 **RESPONDENT'S APPENDIX VOLUME I**

10 On Appeal from the Eighth Judicial District Court, Clark County

11 JONATHAN K. NELSON, ESQ.
12 Nevada Bar No. 12836
13 **J.K. NELSON LAW, LLC**
14 41 N. HWY 160, SUITE 8
15 Pahrump, NV 89060
16 Telephone (775) 727-9900
17 jonathan@JKNelsonlaw.com

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25
26
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Attorney for Respondent

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CERTIFICATE OF SERVICE

I hereby certify that this document was filed electronically with the Nevada Supreme Court on November 3, 2021. Electronic service of the foregoing document shall be made in accordance with the Master Service List as follows:

- 1. Michancy Cramer, attorney for Appellant

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage pre-paid, addressed to:

- 1. Tara Kellogg
2050 W. Warm Springs Road, Unit 2112
Henderson, NV 89014
Respondent

/s/ Jonathan K Nelson _____
Jonathan K. Nelson, Esq.
Attorney at Law

1 **NEOJ**
2 WILICK LAW GROUP
3 MARSHAL S. WILICK, ESQ.
4 Nevada Bar No. 2515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 Phone (702) 438-4100; Fax (702) 438-5311
8 email@willicklawgroup.com
9 Attorney for Plaintiff


CLERK OF THE COURT

6 **DISTRICT COURT**
7 **FAMILY DIVISION**
8 **CLARK COUNTY, NEVADA**

10 TARA KELLOGG-GHIBAUDO,
11 Plaintiff,

12 vs.

13 ALEX GHIBAUDO,
14 Defendant.

CASE NO: D-15-522043-D
DEPT. NO: T

DATE OF HEARING: N/A
TIME OF HEARING: N/A


15 **NOTICE OF ENTRY OF DECREE OF DIVORCE**

16
17 TO: ALEX GHIBAUDO, Plaintiff in Proper Person

18 PLEASE TAKE NOTICE that the *Decree of Divorce* was duly entered in the
19 above action on the 1st day of February, 2017, by filing with the clerk of the court; a
20 true and correct copy is attached.

21 DATED this 2nd day of February, 2017.

22 WILICK LAW GROUP

23 
24 MARSHAL S. WILICK, ESQ.
25 Nevada Bar No. 2515
26 TREVOR M. CREEL, ESQ.
27 Nevada Bar No. 11943
28 3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for Plaintiff

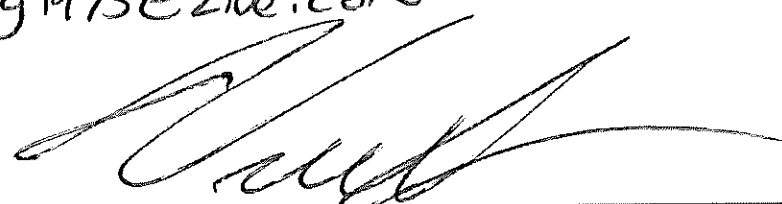
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the WILICK LAW GROUP and that on this 3 day of February, 2017, I caused the above and foregoing document, entitled *Notice of Entry of Decree of Divorce*, to be served as follows:

- ☒ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means;
- ☐ by hand delivery with signed Affidavit of Service.

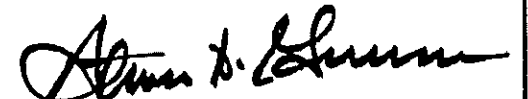
To the attorney and/or litigant listed below at the address, email address, and/or facsimile number indicated below:

Alex Ghibaud, Esq.
G LAW
320 East Charleston Boulevard, Suite 105
Las Vegas, Nevada 89104
Defendant in Proper Person
abg1975@live.com



An Employee of the WILICK LAW GROUP

\\wlgserver\company\wp16\KELLOGG,TIDRAFTS\00166304.WPD/VJ


CLERK OF THE COURT

DECD
WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
Phone (702) 438-4100; Fax (702) 438-5311
email@willicklawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

TARA KELLOGG GHIBAUDO,

Plaintiff,

vs.

ALEX GHIBAUDO,

Defendant.

CASE NO: D-15-522043-D
DEPT. NO: T

DATE OF HEARING: 1/10/2017
TIME OF HEARING: 9:00 A.M.

DECREE OF DIVORCE

This matter came on for hearing at the above date and time before the Honorable Lisa M. Brown, District Court Judge, Family Division. Plaintiff, Tara Kellogg Ghibaud, was present and represented by Marshal S. Willick, Esq., and Trevor M. Creel, Esq., of the WILICK LAW GROUP, and Defendant, Alex Ghibaud, was present and represented himself in proper person.

Alex was duly and regularly served with a copy of the *Summons and Complaint for Divorce*, filed on October 1, 2015, and he filed his *Answer to Complaint for Divorce* on November 11, 2015. The Court was fully advised as to the law and the facts of the case, and therefore finds and orders as follows:

1. This matter was submitted to the Court for entry of a *Decree of Divorce* and this Court has complete jurisdiction in the premises, both as to the subject matter and the parties under Chapter 125 of the Nevada Revised Statutes.

Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Disposed After Trial Start
Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Judgment Reached by Trial

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FAMILY COURT
DEPARTMENT T

1 2. The parties were married on December 30, 2001, in Las Vegas, Nevada,
2 and have been continuously married since that time.

3 3. Tara and Alex are actual bona fide residents of the County of Clark,
4 State of Nevada, and Tara was actually domiciled herein for more than six weeks
5 prior to the filing of her *Complaint for Divorce*.

6 4. There is one minor child born the issue of this marriage, specifically,
7 Nicole Ghibaud, born on May 17, 2001, and Tara is not currently pregnant.

8 5. The State of Nevada is the home state of the minor child.

9 6. All of the jurisdictional allegations contained in Tara's *Complaint* are
10 true as therein alleged and Tara is entitled to a *Decree of Divorce* from Alex on the
11 grounds set forth in her *Complaint*.

12 7. Alex, having filed his *Answer*, has waived the formal rendition of
13 findings of fact and conclusions of law beyond those contained herein.

14 8. There are community assets and debts which have been determined and
15 divided by the parties as more fully set forth herein.

16 9. The parties tastes, natures, views, likes, and dislikes have become so
17 widely separate and divergent that they are incompatible in marriage with no
18 possibility of reconciliation.

19 10. The following *Decree of Divorce* contains terms and provisions that are
20 fair and equitable. It is acknowledged and agreed that Plaintiff's attorneys, of the
21 WILICK LAW GROUP, have not undertaken any independent investigation as to the
22 nature, extent, or valuation of the subject assets and obligations. Accordingly, all
23 counsel of the WILICK LAW GROUP, and all employees of the WILICK LAW GROUP
24 are held harmless from liability relating to the valuation and division of community
25 assets and debts.

26 11. The parties reached a global settlement on all issues pending before the
27 Court as a result of a settlement conference held with Senior Judge Kathy Hardcastle
28

1 on May 18, 2016, and the following *Decree* correctly recites their agreement as
2 follows:

3
4 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**
5 **DECREED:**

6 **TERMINATION OF MARRIAGE**

7 The bonds of matrimony existing between Tara and Alex are hereby dissolved;
8 Tara is granted an absolute *Decree of Divorce*; and each of the parties is restored to
9 the status of a single, unmarried person.

10
11 **CHILD CUSTODY PROVISIONS**

12 1. ***Legal Custody.*** The parties shall enjoy joint legal custody of the minor
13 child born the issue of this marriage, namely, Nicole Ghibaudo, born May 17, 2001.
14 The parties agree that joint legal custody entails the following provisions:

15 Neither parent shall do anything which shall estrange the child from the other
16 parent or impair the natural development of the child's love and respect for
17 each of the parents, or disparage the other parent or undermine the parental
18 authority or discipline of the other's household. Additionally, each parent
19 shall instruct their respective family and friends that no disparaging remarks
20 are to be made regarding the other parent in the presence of the child.

21 Neither parent shall use contact with the child as a means of obtaining
22 information about the other parent. The parents shall consult and cooperate
23 with each other in substantial questions relating to religious upbringing,
24 educational programs, significant changes in social environment, and health
25 care of the child. In the event that either parent remarries or cohabits, all
26 matters and communications concerning legal custody and/or physical custody
27 of the child shall be between the parents only.

28 Neither parent shall be permitted to use illicit drugs, including marijuana and
prescription drugs that have been obtained illegally, in the presence of the
minor child and/or during such periods when they are responsible for the minor
child. Further, neither parent shall be permitted to be in the presence of the
minor child while under the influence of any and all illicit drugs.

The parents shall each have independent access to medical and school records
pertaining to the child and shall jointly consult, when possible, with any and
all professionals involved with the child.

All schools, day care providers, and counselors shall be, when possible,
selected by the parties jointly. In the event that the parties cannot agree to the

1 selection of a school, the child shall be maintained in the present school
2 pending mediation and/or further Order of the Court.

3 Each parent shall be empowered to obtain emergency health care for the child
4 without the consent of the other parent. Each parent shall notify the other
parent as soon as reasonably possible of any illness requiring medical
attention, or any emergency involving the child.

5 Each parent shall have independent access to information concerning the well-
6 being of the child, including, but not limited to, copies of report cards; school
meeting notices; vacation schedules; class programs; requests for conferences;
7 results of standardized or diagnostic tests; notice of activities involving the
child; samples of school work; order forms for school pictures; and all
communications from health care providers.

8 Each parent shall have independent access to all information concerning
9 school, athletic, church, and social events in which the child participates. Both
parents may participate in activities for the child, such as open house,
10 attendance at an athletic event, etc.

11 Each parent shall provide the other parent with the address and telephone
12 number at which the minor child resides, and shall notify the other parent
within five days prior to any change of address and provide the telephone
number as soon as it is assigned.

13 Each parent shall provide the other parent with a travel itinerary and, whenever
14 reasonably possible, telephone numbers at which the child can be reached
whenever the child will be away from the parent's home for any period in
15 excess of three days.

16 Each parent shall be entitled to reasonable telephone communication with the
17 child. Each parent is restrained from unreasonably interfering with the child's
right to privacy during such telephone conversations.

18 2. ***Physical Custody.*** The parties recognize that physical custody addresses
19 the residential arrangements and specific periods of parental responsibilities for the
20 child. Tara shall be awarded primary physical custody of the minor child with the
21 agreement that Nicole shall be afforded teenage discretion to determine the extent of
22 visitation she would like to have with Alex.

23 CHILD SUPPORT

24 1. ***Child Support.*** Child support shall be established pursuant to NRS
25 125B.070 and NRS 125B.080. Based on Alex's representation that his
26 gross monthly income is \$6,666, his child support shall be set at
27 the presumptive maximum amount of \$819 per month and shall
28

1 continue until such time as the child reaches the age of eighteen years, or nineteen if
2 still in high school, marries, dies or otherwise becomes emancipated.

3 Child support shall be paid directly to Tara, and must be paid on the 1st day of
4 every month, commencing on November 19, 2015.

5 2. ***Medical Insurance for Minor Child***. Alex shall continue to provide
6 medical insurance for the minor child so long as it is reasonable in cost.

7 3. ***Medical Insurance Arrears for the Minor Child***. Pursuant to the *Order*
8 *From Hearing of November 19, 2015*, filed February 3, 2016, Alex was ordered to
9 provide medical insurance for the minor child as of November 1, 2015; however, Tara
10 agrees that his obligation shall commence as of December 1, 2015. Alex did not
11 make any payments towards the child's medical insurance premiums which has
12 resulted in a principal arrearage of \$1,963.50, with interest and penalties, he owes
13 \$2,136.27 as of January 10, 2017.¹

14 4. ***Unreimbursed Medical Expenses for Minor Child***. With regard to the
15 payment of future unreimbursed medical expenses incurred on behalf of the minor
16 child, not including medical insurance premiums, the parties shall adhere to the
17 court's standard Medical and Health Sharing Policy ("30/30 Rule"), the terms of
18 which are as follows:

19 **1. Documentation of Out-Of-Pocket Expenses Required**

20 A parent who incurs an out of pocket expense for the child's medical, dental
21 and health expenses (hereinafter referred to as "health expenses") is required
22 to document that expense and provide proof of payment of that expense. A
receipt from the health care provider is sufficient to prove the expense so long
as it has the name of the child on it and shows an actual payment by the parent.

23 **2. Proof of Payment Required**

24 A parent who has paid a health expense for the child must provide a copy of
25 the proof of payment to the other parent and the insurance company within 30
26 days of the payment being made and in no event later than the expense could
have been submitted to the insurance company for reimbursement. The failure
of a parent to comply with this provision in a timely manner, which causes the
claim for insurance reimbursement to be denied by the insurance company as
untimely, may result in that parent being required to pay the entire amount

27
28 ¹ See Exhibit 1 MLAW Arrearage Calculation Summary detailing medical insurance arrears,
dated January 10, 2017.

1 which would have been paid by the insurance company, as well as one-half of
2 the expense which would not have been paid by insurance if the claim had
been timely filed.

3 **3. Mitigation of Health Expenses Required; Use of Covered Insurance**
4 **Providers**

5 Parents have a duty to mitigate medical expenses for the child. Absent
6 compelling circumstances, a parent should take the child to a health care
7 provider covered by the insurance in effect and use preferred providers if
8 available in order to minimize the cost of the child's health care as much as
9 possible. The burden is on the parent using a non-covered health care provider
10 to demonstrate that the choice not to use a covered provider, or the lowest cost
11 option, was reasonably necessary in the particular circumstances of that case.
12 If the Court finds the choice of a non-covered or more expensive covered
13 provider was not reasonably necessary then the Court may impose a greater
14 portion of financial responsibility for the cost of the health care to the parent
15 who incurred that expense, up to the full amount, which would have been
expended in excess of the lowest cost insurance choice.

16 **4. Sharing of Insurance Information Required**

17 The parent providing insurance coverage for the children has a continuing
18 obligation to provide insurance information that is not publically available
19 including, but not limited to, copies of policies and changes thereto as they are
20 received, claim forms, preferred provider lists initially, and as they change
21 from time to time, and identification cards. The failure of the insuring parent
22 to timely supply any of the above items that are not publically available to the
23 other parent which results in the claim for treatment being denied by the
24 insurance company in whole or in part may result in the amount which would
25 have been paid by the insurance policy being paid by the insuring parent.

26 **5. Reimbursement for Out -Of-Pocket Expenses**

27 A parent who receives a written request for contribution for an out-of-pocket
28 health care expense incurred by the other parent must pay his or her share of
that out-of-pocket expense to the paying parent within 30 days of receipt of the
written request for contribution. As much informal documentation as possible
shall be provided, such as handwritten notes with copies of the bills and proof
of payment attached. The requesting parent should make a copy of all papers
submitted to the other parent in order to prove communication of this
information to the other parent and substantiation for the request. The parent
receiving the request for contribution must raise any questions about the
correctness of the request for contribution within the 30 day period after the
request for contribution is received. Any objection to the request for
contribution must be made in writing, by way of letter or e-mail, with a copy
made for later reference by the court. If the parent receiving a request for
contribution does not respond to the request within the 30 day period that
parent may be assessed attorney's fees if a contempt proceeding or court action
is required as a result of the parent doing nothing. If the parent who owes
contribution for a health care expense of the child does not pay the amount due
within the 30 day period and fails to respond to the request within the 30 days
and if that parent is the recipient of periodic payments for child support, the
requesting parent is authorized to deduct the amount due from the other parent
from any periodic payments due and payable 30 days after the request for
contribution was made in writing subject to the limitation that the maximum
recovery by deduction from monthly periodic payments will be no more than
\$50.00 per month.

1 **6. Sharing Insurance Reimbursement**

2 If either parent receives a payment from an insurance company or medical
3 provider which reimburses payments made out-of-pocket previously by both
4 parents or the other parent only, the party receiving the payment must give the
5 other parent's portion of the payment to the other parent within 14 days of
6 receipt of the payment.

7 **7. Timely Submission of Claims to Insurance Company**

8 If a claim for reimbursement by the insurance company may be made by either
9 party, the claim must be made in a timely manner. If the claim may only be
10 submitted by one party, that party must submit the claim in a timely manner.
11 Failure of a party to comply with this requirement may result in that party
12 being required to pay the entire amount of the claim which would have been
13 paid by insurance if timely submitted and one-half of that amount which would
14 not have been paid by insurance.

15 **MISCELLANEOUS CHILD PROVISIONS**

16 1. ***Extracurricular Activities.*** The parties shall equally share all agreed
17 upon expenses associated with any extracurricular activities for Nicole.

18 2. ***Removing the Child From the State of Residence of the Parent.***
19 Neither parent shall remove the child from the State of Nevada, for the purpose of
20 changing her residence, without the written consent of both parents or until further
21 Order of the Court. However, this does not preclude the child from visitation out of
22 the state or country with either parent if it is desired, or from participating in out-of-
23 state day or weekend trips, or out-of-state family activities during visitation or
24 vacation.

25 3. ***Child Dependency Exemption.*** For purposes of filing annual income
26 tax returns, and in recognition of the fact that Tara has primary physical custody of
27 Nicole, Tara shall claim Nicole every tax year during her minority so long as such
28 exemptions/deductions are allowed by the Internal Revenue Service.

29 4. ***Communications Between Parents.*** The parents shall communicate
30 with each other by any means, including telephone, text message, letter, or e-mail;
31 however, all communications shall be done in a respectful manner.

32 5. ***Grandparents and Extended Family.*** Each parent agrees that they shall
33 provide the child with access to the grandparents and extended family on his/her own

1 side of the family as the parent decides is in the child's best interest during his/her
2 parenting time. The parents will cooperate to help the child attend special events with
3 grandparents and extended family by making reasonable requests of each other,
4 considering the school situation, and their best interest and needs.

5 6. ***Changes to Decree of Divorce.*** The terms and conditions relating to
6 custody set forth in this *Decree* may be supplemented or revised as the needs of the
7 child and/or circumstances of the parents change. Such revisions shall be in writing,
8 signed and dated by both parents; however the parties understand that any concurred
9 changes do not modify this *Order*. Absent a subsequent Stipulation and Order, or a
10 modifying Court Order, this *Decree* shall remain in full force and effect, and the
11 parents are encouraged to resolve the controversy themselves or seek mediation prior
12 to any future hearings.

13 14 **DIVISION OF COMMUNITY ASSETS AND DEBTS**

15 1. There is no community property to be divided between the parties with
16 the exception of Alex's interest in his law practice. His share of the law practice shall
17 remain community property. Should Alex be paid for any portion of his share of his
18 law practice, one-half of the amount he receives will be payable to Tara, representing
19 her one-half interest of his law practice which was started during the marriage.

20 2. All other property acquired after May 18, 2016, shall be the sole and
21 separate property of the party so acquiring the same unless the parties mutually agree
22 otherwise in writing.

23 3. All debt incurred prior to the entry of the *Decree of Divorce* shall be
24 solely borne by Alex, including any personal loans obtained by Tara, and all of her
25 medical bills. He shall hold Tara harmless therefrom. In addition, he shall indemnify
26 Tara against any and all actions by any creditors of such debts.

27 4. Any debts incurred by the parties after the filing of this *Decree of*
28 *Divorce* shall be the sole responsibility of the party incurring the debt.

POST-DIVORCE FAMILY SUPPORT

1. In exchange for waiving any claim that she might have otherwise made concerning Alex's dissipation of marital assets, Alex shall provide Tara with family support in the minimum amount of \$2,500 per month for a period of 15 years, or 50% of Alex's gross monthly income, whichever amount is greater. This amount includes the \$819 in child support outlined above. Tara shall also receive 50% of any bonuses Alex may receive at his place of employment. As examples only, if Alex's gross monthly income is \$10,000, he shall provide Tara with a family support payment of \$5,000; in the event Alex's gross monthly income is \$4,000, he shall provide Tara with the minimum family support payment of \$2,500, as that amount is greater than 50% of Alex's gross monthly income.

2. Alex's support obligation shall commence on May 1, 2016, and shall continue until such time as either one of the parties dies, or upon Tara's remarriage.

3. Upon Tara obtaining full-time employment (more than 32 hours per week), the monthly support payment that Alex is required to pay may be re-calculated to an amount of no less than 50% of the difference between the parties' gross monthly income. Regardless of the difference, Tara shall receive the minimum sum of \$2,500 per month. As examples only, if Tara's gross monthly income is \$2,000, and Alex's is \$10,000, Alex shall provide Tara with a family support payment of \$4,000; in the event Tara's gross monthly income is \$4,000, and Alex's is \$8,000, Alex shall provide Tara with the minimum family support payment of \$2,500, as that amount is greater than 50% of the difference between the parties' incomes.

4. Gross monthly income means the total amount of income received each month from any source of a person who is not self-employed, or the gross income of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension, contributions to a deferred compensation account, or for any other personal expense.

1 5. When the minor child turns 18 years of age, Alex's family support
2 obligation shall continue in the minimum amount of \$2,500, or the greater amount of
3 one-half of the difference between the parties' incomes and shall not be reduced to
4 account for the termination of child support.

5 6. For purposes of determining Alex's gross monthly income, he shall
6 provide Tara, at minimum, his personal and business tax returns every year. If it is
7 determined that Alex provided Tara with less than what he was otherwise required
8 to pay after reviewing his tax returns, he shall immediately make up any such
9 difference and provide Tara with adequate payment.

10 7. Should a dispute arise concerning the calculation of Alex's gross
11 monthly income, this Court specifically reserves jurisdiction to address such a dispute
12 in the future and issue any and all orders necessary to enforce the terms of the parties'
13 agreement.

14 15 **MISCELLANEOUS PROVISIONS**

16 1. ***Taxes.*** The parties shall file separate tax returns for the 2016 tax year
17 and every year thereafter. Any tax liability incurred prior to the 2016 tax year, shall
18 be solely borne by Alex.

19 2. ***Family Support Arrears.*** Pursuant to the *Order From Hearing of*
20 *November 19, 2015*, filed February 3, 2016, Alex was ordered to provide Tara with
21 the sum of \$2,200 per month as and for family support commencing on November 1,
22 2015; however, Tara agrees that his obligation shall commence as of December 1,
23 2015. Alex has made sporadic payments towards that obligation which has resulted
24 in an arrearage, as of January 10, 2017, Alex owed the principal sum of \$2,870, with
25 interest and penalties, he owes \$3,425.18.² This amount shall be reduced to judgment
26 and made collectible by any and all lawful means.

27
28 ² See Exhibit 2, MLAW Arrearage Calculation Summary detailing family support arrears,
dated January 10, 2017.

1 3. ***Medical Insurance Arrears.*** Pursuant to the *Order From Hearing of*
2 *November 19, 2015*, filed February 3, 2016, Alex was ordered to provide medical
3 insurance for Tara as of November 1, 2015; however, Tara agrees that his obligation
4 shall commence as of December 1, 2015. Alex did not make any payments towards
5 her medical insurance premiums which has resulted in a principal arrearage of
6 \$4,097.10; with interest, he owes \$4,225.15 as of January 10, 2017.³

7 4. Tara shall return to her former name of Tara Kellogg.

8 5. If either party is required to go to court to enforce the terms of this
9 *Decree*, or if there is a dispute between the parties relating to the terms of this *Decree*,
10 the prevailing party shall be entitled to an award of reasonable attorney's fees and
11 costs.

12 6. Both parties shall execute any and all escrow, document transfers of title,
13 and other instruments that may be required in order to effectuate transfer of any and
14 all interests which either may have in and to the property of the other as specified
15 herein, and to do any other act or sign any other documents reasonably necessary and
16 proper for the consummation, effectuation, or implementation of this *Decree* and its
17 intent and purposes. Should either party fail to execute any documents to transfer
18 interest to the other, either party may request that this Court have the Clerk of the
19 Court sign in place of the other in accordance with NRCP 70.

20 7. All community property which is not listed herein shall be owned by the
21 parties as equal co-tenants, subject to future partition upon discovery. Specifically,
22 the parties certify that they have made a full disclosure of all property, or interest in
23 property, owned by them. The parties further certify that the assets listed in this
24 *Decree* are all of the assets acquired during the marriage, and they have not secreted
25 or hidden any assets; in the event that any property has been omitted from this *Decree*
26 that would have been community property or otherwise jointly-held property under

27
28 ³ See Exhibit 3 MLAW Arrearage Calculation Summary detailing medical insurance arrears,
dated January 10, 2017.

1 the law applicable as of the date of this *Decree*, the concealing or possessory party
2 will transfer or convey to the other party, at the other party's election:

- 3 a. The full market value of the other party's interest on the date of this
4 agreement, plus statutory interest through and including the date of
5 transfer or conveyance; or
6 b. The full market value of the other party's interest at the time that party
7 discovers that he or she has an interest in such property, plus statutory
8 interest in such property, plus statutory interest through and including
9 the date of transfer or conveyance; or
10 c. An amount of the omitted property equal to the other party's interest
11 therein, if it is reasonably susceptible to division.

12 With respect to the above paragraph, each party specifically waives any and all
13 limitation periods for the bringing of an action to partition such undisclosed asset(s).
14 Nothing contained herein shall alter the sole and absolute ownership of pre-marital
15 property to which there has been no community contribution.

16 8. Except as herein specified, each party hereto is hereby released and
17 absolved from any and all obligations and liabilities for the future acts and duties of
18 the other.

19 9. Each party shall assume, pay, be responsible for, and hold the other
20 harmless from, any and all encumbrances, loans, mortgages, liens or obligations
21 secured by or made against the property awarded to that party under this *Decree*, and
22 each party shall assume, pay, be responsible for, and hold the other harmless from,
23 any and all loans, debts, and obligations in his or her sole name as of the date this
24 *Decree* is filed.

25 10. If any claim, action, or proceeding is brought seeking to hold one party
26 liable on account of any debt, obligation, liability, act, or omission assumed by the
27 other party, the assuming party will, at his or her sole expense, defend the other
28

1 against any such claim or demand and will indemnify, defend, and hold harmless the
2 non-assuming party.

3 11. Except as may be provided for herein, and except as may be provided by
4 Will or Codicil voluntarily executed after this date, each of the parties releases and
5 waives any and all right to the estate of the other left at his or her death, and forever
6 quitclaims any and all right to share in the estate of the other, by the laws of
7 succession or community, and said parties hereby release one to the other all right to
8 be administrator or administratrix, or executor or executrix, of the estate of the other,
9 and each party hereby waives any and all right to the estate or any interest in the
10 estate of the other for family allowance or property exempt from execution, or by way
11 of inheritance, and said waiver shall be effective from the date of this *Decree*.

12 12. Other than expressly set forth in this *Decree of Divorce*, the parties agree
13 that they forever waive, release, and discharge the other from any rights, claims,
14 demands, causes of action, and damages of any kind, known or unknown, now
15 existing or arising in the future, resulting from or relating to any personal injuries,
16 properties, damages, events, conduct, happenings or actions arising at the time of or
17 prior to the date of this *Decree of Divorce*, including actions arising under contract
18 or tort theories, whether arising from or during the marriage or divorce of the parties,
19 or prior to the marriage of the parties.

20 This waiver, release and discharge is an integral part of this *Decree of Divorce*
21 and may not be modified.

22 13. This stipulated *Decree of Divorce* is the full and final agreement between
23 the parties. Accordingly, all prior negotiations and agreements between the parties
24 are incorporated in this *Decree of Divorce*. The terms of this *Decree of Divorce* are
25 intended by the parties as a final, complete, and exclusive expression of their
26 agreement, and may not be contradicted by evidence of any prior agreement or
27 alleged contemporaneous oral agreement. The terms of this *Decree of Divorce* may
28

1 not be amended, modified, or altered except through written agreement signed by
2 both parties, or by an appropriate order of the Court.

3 14. In the event that any provision of this *Decree of Divorce* shall be held
4 to be invalid or unenforceable, such ruling shall not affect the validity or
5 enforceability of the remainder of the *Decree of Divorce* in any respect whatsoever.

6 15. This Court shall reserve jurisdiction over this matter as necessary to
7 enforce any and all of its orders. All terms recited above dealing with property, debts,
8 and alimony are parts of an integrated domestic support obligations order, such that
9 frustration or non-performance of any terms (by bankruptcy or otherwise) that
10 materially affects the others, which would not have been set forth as they were but for
11 the expectation of performance of all stated terms. This Court reserves jurisdiction
12 to enter such further or other orders as necessary to enforce or effectuate any and all
13 provisions set out herein, including by way of compensatory alimony, or
14 recharacterization or reallocation of property or debts so as to effectuate the terms of
15 this *Decree*.

16 16. The parties each acknowledge that he or she has had the opportunity to
17 independently obtain the information necessary to determine the nature, extent, and
18 valuation of the community and jointly owned property set forth herein, and the
19 community and joint debts and obligations set forth herein. The parties each further
20 acknowledge that he or she has independently valued such community and jointly
21 owned property, debt and obligations, and he or she has not relied upon any
22 representations made by his or her counsel, or the other party's counsel. Specifically,
23 neither party has relied upon any representations made by Marshal S. Willick, Esq.
24 and Trevor M. Creel, Esq., of the WILICK LAW GROUP as to the extent, nature or
25 valuation of such property, debt and obligation, or with respect to the division of the
26 same.

27 17. The parties shall submit the information required in NRS 125B.055,
28 NRS 125.130 and NRS 125.230, on a separate form to the Court and the Welfare

1 Division of the Department of Human Resources within ten days from the date of this
2 *Decree* is filed. Such information shall be maintained by the Clerk in a confidential
3 manner and not part of the public record. The parties shall update the information
4 filed with the Court and the Welfare Division of the Department of Human Resources
5 within ten days should any of that information become inaccurate.

6 7 **CHILD CUSTODY NOTICES**

8 1. **NOTICE IS HEREBY GIVEN** that the parties are subject to the
9 provisions of NRS 125C.0065, which provides:

10 1. If joint physical custody has been established pursuant to an order,
11 judgment or decree of a court and one parent intends to relocate his or
12 her residence to a place outside of this State or to a place within this
13 State that is at such a distance that would substantially impair the ability
of the other parent to maintain a meaningful relationship with the child,
and the relocating parent desires to take the child with him or her, the
relocating parent shall, before relocating:

- 14 (a) Attempt to obtain the written consent of the non-relocating
parent to relocate with the child; and
15 (b) If the non-relocating parent refuses to give that consent, petition
16 the court for primary physical custody for the purpose of
relocating.

17 2. The court may award reasonable attorney's fees and costs to the
18 relocating parent if the court finds that the non-relocating parent
refused to consent to the relocating parent's relocation with the child:

- 19 (a) Without having reasonable grounds for such refusal; or
20 (b) For the purpose of harassing the relocating parent.

21 3. A parent who relocates with a child pursuant to this section before the
22 court enters an order granting the parent primary physical custody of
the child and permission to relocate with the child is subject to the
provisions of NRS 200.359.

23 2. **NOTICE IS FURTHER GIVEN** that a parent who relocates with the
24 minor child after entry of an order, judgment, or decree without obtaining permission
25 is subject to NRS 125C.0045(6), which provides:

26 **PENALTY FOR VIOLATION OF ORDER:** THE ABDUCTION,
27 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF
THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS
28 PROVIDED IN NRS 193.130. NRS 200.359 provides that every person

1 having a limited right of custody to a child or any parent having no right of
2 custody to the child who willfully detains, conceals or removes the child from
3 a parent, guardian or other person having lawful custody or a right of visitation
4 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.

5 3. **NOTICE IS FURTHER GIVEN** that pursuant to NRS 125C.0045(7)
6 and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th
7 Session of the Hague Conference on Private International Law are applicable to the
8 parties. Nevada is hereby declared the State, and the United States of America is
9 hereby declared the country, of habitual residence of the child(ren) for the purposes
10 of applying the terms of the Hague Convention as set forth above.

11 4. **NOTICE IS FURTHER GIVEN** that under the terms of the Parental
12 Kidnaping Prevention Act, 28 U.S.C. Sec. 1738A, and the Uniform Child Custody
13 Jurisdiction Act, NRS 125A.010, *et seq.*, the courts of Nevada have exclusive
14 modification jurisdiction of the custody and visitation terms relating to the child(ren)
15 at issue in this case so long as either of the parties or the child(ren) continue to reside
16 in this jurisdiction.

17
18 **CHILD SUPPORT NOTICES**

19 **FURTHER NOTICE IS HEREBY GIVEN:**

20 1. The parent having the child support obligation is subject to NRS 125.450
21 and NRS 31A.020 through 31A.230, inclusive, regarding the immediate withholding
22 or assignment of wages, commissions or bonuses for payment of child support,
23 whether current or delinquent.


24 2. Pursuant to NRS 125B.145, either party may request that the Court
25 review the child support obligation every three years or upon changed circumstances.

26 *****


27 *****

28 *****

IT IS SO ORDERED this 30 day of January, 2017.


DISTRICT COURT JUDGE

Respectfully Submitted By:
WILLICK LAW GROUP


MARSHAL S. WILICK, ESQ.
Nevada Bar No. 2515
TREVOR M. CREEL, ESQ.
Nevada Bar No. 11943
3591 East Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100; Fax (702) 438-5311
Attorneys for Plaintiff

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EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Arrearage Calculation Summary

Kellogg v. Ghibaudo

Page: 1

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	\$1,963.50
Total Interest Due 01/10/2017:	\$61.36
Total Penalty Due 01/10/2017:	\$111.41
Amount Due if paid on 01/10/2017:	\$2,136.27
Amount Due if paid on 01/11/2017:	\$2,137.12
Daily Amount accruing as of 01/11/2017:	\$0.84

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*140.25	12/01/2015	0.00	140.25	0.00
01/01/2016	*140.25	01/01/2016	0.00	280.50	0.62
02/01/2016	*140.25	02/01/2016	0.00	420.75	1.93
03/01/2016	*140.25	03/01/2016	0.00	561.00	3.76
04/01/2016	*140.25	04/01/2016	0.00	701.25	6.37
05/01/2016	*140.25	05/01/2016	0.00	841.50	9.54
06/01/2016	*140.25	06/01/2016	0.00	981.75	13.46
07/01/2016	*140.25	07/01/2016	0.00	1,122.00	17.88
08/01/2016	*140.25	08/01/2016	0.00	1,262.25	23.11
09/01/2016	*140.25	09/01/2016	0.00	1,402.50	28.99
10/01/2016	*140.25	10/01/2016	0.00	1,542.75	35.31
11/01/2016	*140.25	11/01/2016	0.00	1,683.00	42.50
12/01/2016	*140.25	12/01/2016	0.00	1,823.25	50.09
01/01/2017	*140.25	01/01/2017	0.00	1,963.50	58.58
01/10/2017	0.00	01/10/2017	0.00	1,963.50	61.36
Totals	1,963.50		0.00	1,963.50	61.36

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*140.25	0.00	0.00
01/01/2016	*140.25	140.25	1.19
02/01/2016	*140.25	280.50	3.57
03/01/2016	*140.25	420.75	6.90
04/01/2016	*140.25	561.00	11.65
05/01/2016	*140.25	701.25	17.40
06/01/2016	*140.25	841.50	24.53
07/01/2016	*140.25	981.75	32.57
08/01/2016	*140.25	1,122.00	42.08
09/01/2016	*140.25	1,262.25	52.77
10/01/2016	*140.25	1,402.50	64.27
11/01/2016	*140.25	1,542.75	77.33
12/01/2016	*140.25	1,683.00	91.13
01/01/2017	*140.25	1,823.25	106.57
01/10/2017	0.00	1,963.50	111.41
Totals	1,963.50	1,963.50	111.41

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

Arrearage Calculation Summary

Kellogg v. Ghibaud

Page: 1

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	\$2,870.00
Total Interest Due 01/10/2017:	\$196.81
Total Penalty Due 01/10/2017:	\$358.36
Amount Due If paid on 01/10/2017:	\$3,425.18
Amount Due If paid on 01/11/2017:	\$3,426.41
Daily Amount accruing as of 01/11/2017:	\$1.23

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	*2,200.00	12/01/2015	0.00	2,200.00	0.00
01/01/2016	*2,200.00	01/01/2016	0.00	4,400.00	9.80
02/01/2016	*2,200.00	02/01/2016	260.00	6,340.00	30.30
02/12/2016	0.00	02/12/2016	700.00	5,640.00	40.78
02/17/2016	0.00	02/17/2016	300.00	5,340.00	45.02
02/26/2016	0.00	02/26/2016	1,800.00	3,540.00	52.24
02/27/2016	0.00	02/27/2016	650.00	2,890.00	52.77
03/01/2016	*2,200.00	03/04/2016	650.00	4,440.00	56.37
03/11/2016	0.00	03/11/2016	650.00	3,790.00	61.04
03/18/2016	0.00	03/18/2016	650.00	3,140.00	65.03
03/25/2016	0.00	03/25/2016	660.00	2,480.00	68.33
04/01/2016	*2,200.00	04/02/2016	560.00	4,120.00	71.64
04/13/2016	0.00	04/13/2016	550.00	3,570.00	78.45
04/16/2016	0.00	04/16/2016	100.00	3,470.00	80.06
04/22/2016	0.00	04/22/2016	600.00	2,870.00	83.19
07/01/2016	0.00	07/01/2016	0.00	2,870.00	113.38
01/01/2017	0.00	01/01/2017	0.00	2,870.00	192.74
01/10/2017	0.00	01/10/2017	0.00	2,870.00	196.81
Totals	11,000.00		8,130.00	2,870.00	196.81

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
12/01/2015	*2,200.00	0.00	0.00
01/01/2016	*2,200.00	2,200.00	18.68
02/01/2016	*2,200.00	6,340.00	55.95
02/12/2016	0.00	5,640.00	75.01
02/17/2016	0.00	5,340.00	82.71
02/26/2016	0.00	3,540.00	95.84
02/27/2016	0.00	2,890.00	96.81
03/04/2016	*2,200.00	4,440.00	103.35
03/11/2016	0.00	3,790.00	111.84
03/18/2016	0.00	3,140.00	119.09
03/25/2016	0.00	2,480.00	125.10
04/02/2016	*2,200.00	4,120.00	131.12
04/13/2016	0.00	3,570.00	143.50
04/16/2016	0.00	3,470.00	146.43
04/22/2016	0.00	2,870.00	152.12
07/01/2016	0.00	2,870.00	207.01
01/01/2017	0.00	2,870.00	351.29
01/10/2017	0.00	2,870.00	358.37
Totals	11,000.00	2,870.00	358.37

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

Arrearage Calculation Summary

Kellogg v. Ghibaud

Page: 1

Report Date: 01/06/2017

Summary of Amounts Due

Total Principal Due 01/10/2017:	\$4,097.10
Total Interest Due 01/10/2017:	\$128.05
Total Penalty Due 01/10/2017:	\$0.00
Amount Due if paid on 01/10/2017:	\$4,225.15
Amount Due if paid on 01/11/2017:	\$4,225.79
Daily Amount accruing as of 01/11/2017:	\$0.64

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
12/01/2015	292.65	12/01/2015	0.00	292.65	0.00
01/01/2016	292.65	01/01/2016	0.00	585.30	1.30
02/01/2016	292.65	02/01/2016	0.00	877.95	4.03
03/01/2016	292.65	03/01/2016	0.00	1,170.60	7.85
04/01/2016	292.65	04/01/2016	0.00	1,463.25	13.31
05/01/2016	292.65	05/01/2016	0.00	1,755.90	19.90
06/01/2016	292.65	06/01/2016	0.00	2,048.55	28.08
07/01/2016	292.65	07/01/2016	0.00	2,341.20	37.32
08/01/2016	292.65	08/01/2016	0.00	2,633.85	48.22
09/01/2016	292.65	09/01/2016	0.00	2,926.50	60.49
10/01/2016	292.65	10/01/2016	0.00	3,219.15	73.69
11/01/2016	292.65	11/01/2016	0.00	3,511.80	88.68
12/01/2016	292.65	12/01/2016	0.00	3,804.45	104.51
01/01/2017	292.65	01/01/2017	0.00	4,097.10	122.24
01/10/2017	0.00	01/10/2017	0.00	4,097.10	128.05
Totals	4,097.10		0.00	4,097.10	128.05

* Indicates a payment due is designated as child support.

Notes:

Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00%	from Jan 1960 to Jun 1979		8.00%	from Jul 1979 to Jun 1981
12.00%	from Jul 1981 to Jun 1987		10.25%	from Jul 1987 to Dec 1987
10.75%	from Jan 1988 to Jun 1988		11.00%	from Jul 1988 to Dec 1988
12.50%	from Jan 1989 to Jun 1989		13.00%	from Jul 1989 to Dec 1989
12.50%	from Jan 1990 to Jun 1990		12.00%	from Jul 1990 to Jun 1991
10.50%	from Jul 1991 to Dec 1991		8.50%	from Jan 1992 to Dec 1992
8.00%	from Jan 1993 to Jun 1994		9.25%	from Jul 1994 to Dec 1994
10.50%	from Jan 1995 to Jun 1995		11.00%	from Jul 1995 to Dec 1995
10.50%	from Jan 1996 to Jun 1996		10.25%	from Jul 1996 to Jun 1997
10.50%	from Jul 1997 to Dec 1998		9.75%	from Jan 1999 to Dec 1999
10.25%	from Jan 2000 to Jun 2000		11.50%	from Jul 2000 to Jun 2001
8.75%	from Jul 2001 to Dec 2001		6.75%	from Jan 2002 to Dec 2002
6.25%	from Jan 2003 to Jun 2003		6.00%	from Jul 2003 to Dec 2003
6.00%	from Jan 2004 to Jun 2004		6.25%	from Jul 2004 to Dec 2004
7.25%	from Jan 2005 to Jun 2005		8.25%	from Jul 2005 to Dec 2005
9.25%	from Jan 2006 to Jun 2006		10.25%	from Jul 2006 to Dec 2007
9.25%	from Jan 2008 to Jun 2008		7.00%	from Jul 2008 to Dec 2008
5.25%	from Jan 2009 to Dec 2012		5.25%	from Jan 2013 to Jun 2013
5.25%	from Jul 2013 to Dec 2013		5.25%	from Jan 2014 to Jun 2014
5.25%	from Jul 2014 to Dec 2014		5.25%	from Jan 2015 to Jun 2015
5.25%	from Jul 2015 to Dec 2015		5.50%	from Jan 2016 to Jun 2016
5.50%	from Jul 2016 to Dec 2016		5.75%	from Jan 2017 to Jul 2017

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