

RECORDING COVER PAGE

APN# 001-193-24



OFFICIAL RECORD
AMY ELMER, RECORDER

STIPULATED DECREE OF DIVORCE

AFFIRMATION STATEMENT

SW I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

RECORDING REQUESTED BY:

MICHAEL RENNIE

RETURN TO:

FORD & FRIEDMAN
2200 Paseo Verde Parkway, Suite 350
Henderson, NV 89052

Signature Title Paralegal

Susan Ward
Print

8/10/22
Date

Alana Herman
CLERK OF THE COURT

1 **DECD**
MATTHEW H. FRIEDMAN, ESQ.
2 Nevada Bar No.: 11571
CHRISTOPHER B. PHILLIPS, ESQ.
3 Nevada Bar No. 14600
CAMERON BROWN, ESQ.
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8 *Attorneys for Plaintiff*

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

10 MICHAEL RENNIE,
11

Plaintiff,

12 vs.
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14 DONNA RENNIE,
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Defendant.

Case No.: D-21-619925-D

Department: E

16 **STIPULATED DECREE OF DIVORCE**

17 The above styled matter came before the Court on January 18, 2022 for
18 trial. Plaintiff Michael Rennie was present and was represented by Christopher B.
19 Phillips, Esq., and Cameron Brown, Esq., of the law firm Ford & Friedman.
20 Defendant Donna Rennie was present and represented by Gary Segal, Esq., of the
21 Law Offices of J.K. Nelson Law. Upon the matter being called for trial, the
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1 parties, by and through their counsel met with one another and reached an
2 agreement resolving all outstanding issues. Thereafter, the Court heard the
3 negotiations of the parties, and the Court having canvassed both parties regarding
4 their complete understanding and agreement with the stated negotiations, and the
5 Court being fully advised as to the law and facts of this case, the Court hereby
6 adopts the agreement of the parties and Orders as follows:

7 **IT IS HEREBY STIPULATED** that Michael is now, and for more than
8 six (6) weeks immediately preceding the commencement of this action has been,
9 an actual resident of the State of Nevada, and during all relevant periods of time
10 has been actually physically present, and living in, the State of Nevada, and
11 intends to continue to make the State of Nevada his home for an indefinite period
12 of time.

13 **IT IS FURTHER STIPULATED** that Donna is now, and for more than
14 six (6) weeks immediately preceding the commencement of this action has been,
15 an actual resident of the State of Nevada, and during all relevant periods of time
16 has been actually physically present, and living in, the State of Nevada, and
17 intends to continue to make the State of Nevada her home for an indefinite period
18 of time.

19 **IT IS HEREBY STIPULATED** that the parties were married on or about
20 September 9, 1999, in Las Vegas, Nevada, and have ever since been, and still are,
21 husband and wife.

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1 **IT IS FURTHER STIPULATED** that the minor child born of this
2 marriage is currently age 20 and is therefore not at issue in this divorce.

3 **IT IS FURTHER STIPULATED** that Donna is not currently pregnant.

4 **IT IS FURTHER STIPULATED** that the parties have become, and
5 continue to be, incompatible in marriage and no reconciliation is possible

6 **IT IS FURTHER STIPULATED** that the parties are entitled to a Decree
7 of Divorce on the grounds set forth in the Complaint for Divorce.

8 **NOW THEREFORE, IT IS HEREBY STIPULATED AND**
9 **THEREFORE ORDERED, ADJUDGED, AND DECREED** that the bonds of
10 matrimony now and heretofore existing between the parties are hereby wholly
11 dissolved, set aside, and forever held for naught, and that an absolute Decree of
12 Divorce is hereby granted to the parties, and each of the parties are hereby
13 restored to the status of a single, unmarried person.

14 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
15 **ADJUDGED, AND DECREED** that the Eighth Judicial District Court, Family
16 Division, Clark County, State of Nevada, has complete jurisdiction over the
17 parties, and as to all matters set forth in this Decree of Divorce.

18 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
19 **ADJUDGED, AND DECREED** that the Eighth Judicial District Court, Family
20 Division, Clark County, State of Nevada herby adopts and ratifies the terms of
21 the parties' agreement, as contain herein, as fair and equitable.

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1 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
2 **ADJUDGED, AND DECREED** that the parties previously agreed to sell the
3 real property located at 610 Wide Awake Court, Pioche, Nevada 89043
4 (hereinafter "Pioche property"). A stipulation and order regarding the sale of the
5 Pioche property was previously entered on November 1, 2021, and the same is
6 incorporated herein by reference as if restated verbatim.

7 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
8 **ADJUDGED, AND DECREED** that Michael shall pay Donna the sum of
9 Thirty-Two Thousand Dollars (\$32,000.00) upon the sale of the Pioche property
10 as full and final payment of all alimony and attorney's fees, including arrears.
11 Donna Expressly agrees that this lump sum amount is non-modifiable, and that
12 Donna has forever waived her right to any other additional or future alimony or
13 spousal support.

14 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
15 **ADJUDGED, AND DECREED** that Donna's Thirty-Two Thousand Dollars
16 (\$32,000.00) shall be paid to Donna from escrow upon the sale of the Pioche
17 property from Michael's share of net proceeds. The parties will work together to
18 promptly execute any escrow or title instructions, or other documents necessary
19 to facilitate the Pioche property sale as set forth herein.

20 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
21 **ADJUDGED, AND DECREED** that this Court shall retain jurisdiction over the
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1 Pioche property until such time as the property can be sold and the net proceeds
2 divided as set forth herein.

3 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
4 **ADJUDGED, AND DECREED** that Michael and his counsel previously
5 entered into a stipulation and order resolving Ford & Friedman's attorney's lien
6 on November 1, 2021. The same is incorporated herein by reference as if
7 restated herein verbatim.

8 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
9 **ADJUDGED, AND DECREED** that the parties shall list for sale the real
10 property located at 1321 Meier Drive, Pahrump, Nevada (hereinafter "Pahrump
11 property"). Upon the sale of said property, the parties will split the net proceeds
12 equally. All costs related to the sale will be paid from gross sale proceeds.

13 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
14 **ADJUDGED, AND DECREED** that until such time as the Pahrump property is
15 sold, Michael shall deposit Two Hundred Dollars (\$200.00) per month of the
16 rental proceeds into a separate savings account in order to ensure the parties can
17 afford to make any necessary repairs to the Pahrump property in order to make
18 the same suitable for sale. Upon the completion of the sale of the Pahrump
19 property, the parties shall equally divide any funds contained within the savings
20 account. This account is subject to an accounting audit by Donna upon 14 days'
21 notice and not more than once every 90 days.

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1 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
2 **ADJUDGED, AND DECREED** that the Parties shall each contribute the sum
3 of Five Thousand Dollars (\$5,000.00) from their share of the Pioche property
4 proceeds in order to fund a Ten Thousand Dollars (\$10,000.00) “cash for keys”
5 offer to the current tenants of the Pahrump property. This Ten Thousand Dollars
6 (\$10,000.00) shall be paid from escrow upon the sale of the Pioche property.
7 The same shall be paid to the law firm of Ford & Friedman and held in trust
8 until such time as an agreement can be reached with the Pahrump property
9 tenants. In the event an agreement cannot be reached, or an agreement is
10 reached at an amount less than Ten Thousand Dollars (\$10,000.00), any
11 remaining portion of the Ten thousand Dollars (\$10,000.00) shall be refunded to
12 the parties equally.

13 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
14 **ADJUDGED, AND DECREED IT IS FURTHER STIPULATED AND**
15 **THEREFORE ORDERED, ADJUDGED, AND DECREED** that both parties
16 shall promptly execute any escrow or title instructions, or other documents
17 necessary to facilitate the Pahrump property sale as set forth herein.

18 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
19 **ADJUDGED, AND DECREED** that this Court shall retain jurisdiction over the
20 Pahrump property until such time as the property can be sold and the net
21 proceeds divided as set forth herein.

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1 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
2 **ADJUDGED, AND DECREED** that Michael shall be awarded, as his sole and
3 separate property, the 1999 Procraft boat. Michael shall pay Donna Six
4 Thousand Dollars (\$6,000) from his share of the proceeds upon the sale of the
5 Pioche property for her interest in said boat. The Six Thousand Dollars (\$6,000)
6 shall be paid from escrow upon the sale of the Pioche property. The parties shall
7 promptly execute any documents necessary to facilitate the same.

8 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
9 **ADJUDGED, AND DECREED** that each party shall be awarded, as their sole
10 and separate property, the following vehicles.

11 To Michael:
 2007 Dodge Ram pick-up truck
12 2007 Ford pick-up truck

13 To Donna:
 Nissan Xterra. Donna shall make arrangements to collect the Xterra
14 from Michael's residence at her expense within 30 days of Notice of Entry of
this decree.

15 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
16 **ADJUDGED, AND DECREED** that each party shall be awarded, as their sole
17 and separate property, the personal items currently in their possessions.

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1 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
2 **ADJUDGED, AND DECREED** that each party shall be awarded, as their sole
3 and separate property, the entirety of any and all bank accounts held in their
4 respective name(s).

5 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
6 **ADJUDGED, AND DECREED** that each party shall assume 100% liability for
7 any and all credit card debt held in their own names or that they have with a third
8 party.

9 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
10 **ADJUDGED, AND DECREED** that each party shall assume 100% liability for
11 any and all debts to their respective family members.

12 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
13 **ADJUDGED, AND DECREED** that Donna may be restored to her maiden
14 name of **Donna Sue Heidelberg**.

15 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
16 **ADJUDGED, AND DECREED** that each party shall bear the entirety of their
17 respective attorney's fees and costs. This provision does not affect the lump sum
18 award of alimony and attorney's fees set forth above.

19 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
20 **ADJUDGED, AND DECREED** that in the event that any property has been
21 omitted from this Decree that would have been community property or otherwise
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1 jointly-held property under applicable law as of the date hereof, the concealing or
2 possessory party will transfer or convey to the other party, at the other party's
3 election:

- 4 1. The full market value of the other party's interest on the date of this
5 Decree, plus statutory interest through and including the date of transfer
or conveyance; or,
- 6 2. 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
interest through and including the date of transfer or conveyance; or,
- 8 3. An amount of the omitted property equal to the other party's interest
herein, if it is reasonably susceptible to division.

9 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
10 **ADJUDGED, AND DECREED** that, except as otherwise specified herein, any
11 and all property acquired or income received by either party from and after
12 January 18, 2022 shall be the sole and separate property of that party, and each
13 party respectively grants to the other all such further acquisitions of property as
14 the sole and separate property of the one so acquiring the same. Each party shall
15 have an immediate right to dispose of, or bequeath by Will, his or her respective
16 interest in and to any and all property belonging to him or her from and after the
17 date hereof, and such rights shall extend to all of the future acquisitions of
18 property as well as to all property set over to either of the parties hereto by this
19 Decree.

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2 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
3 **ADJUDGED, AND DECREED** that if any claim, action or proceeding is
4 brought seeking to hold the other party liable on account of any debt, obligation,
5 liability act or omission assumed by the other Party, such party will, at his or her
6 sole expense, defend the other against any such claim or demand and that he or
7 she will indemnify, defend, and hold harmless the other Party.

8 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
9 **ADJUDGED, AND DECREED** that each party shall execute any and all legal
10 documents, certificates of title, bills of sale, deeds, or other evidence of transfer
11 necessary to effectuate this Decree and the division of community assets within
12 thirty (30) days of the entry of this Decree, except as otherwise provided herein.
13 Should either party fail to execute any of said documents to transfer interest to
14 the other, then this Decree shall constitute a full transfer of the interest of one to
15 the other, as herein provided. It is further agreed that pursuant to NRCP 70,
16 Christopher B. Phillips, Esq., of the law firm of Ford & Friedman shall be
17 deemed to have hereby been appointed and empowered to sign, on behalf of the
18 non-signing party, any of the said documents of transfer which have not been
19 executed by the party otherwise responsible for such.

20 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
21 **ADJUDGED, AND DECREED** that it is hereby understood and intended that

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1 this Decree of Divorce is deemed to be a final, conclusive and integrated
2 agreement between the parties, and that except as herein specified, each party
3 hereto is hereby released and absolved from any and all liabilities and obligations
4 for the future and past acts and duties of the other, and that each of the said
5 parties hereby releases the other from any and all liabilities, future accounts,
6 alimony and support or otherwise, or debts or obligations of any kind or character
7 incurred by the other except as provided herein. It is understood that this
8 instrument with the attendant exhibits (if any) is intended to settle finally and
9 conclusively the rights of the parties hereto in all respects arising out of their
10 marital relationship.

11 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
12 **ADJUDGED, AND DECREED** that the provisions in this Decree are fair and
13 reasonable and the parties agree to be bound by all its terms. The parties further
14 acknowledge that they have made an independent investigation into the existence
15 and value of the assets and liabilities divided herein, and the tax consequences, if
16 any. The parties hereby waive any and all claims against Matthew H. Friedman,
17 Esq., Christopher B. Phillips, Esq., and Cameron Brown, Esq., of the law firm of
18 Ford & Friedman, and Gary Segal, Esq., of the Law Office of J.K. Nelson related
19 to the value and/or existence of any assets or debts divided hereunder or the tax
20 consequences resulting therefrom. The parties further acknowledge that they did
21 not receive tax advice from Matthew H. Friedman, Esq., Christopher B. Phillips,

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1 Esq., Cameron Brown, Esq., and/or Gary Segal, Esq., and have been advised to
2 seek the advice of a tax expert for any tax related questions they may have.

3 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED**
4 **ADJUDGED AND DECREED** that the parties agree and confirm that all the
5 transfers of property, whether or not same is detailed herein, and required by this
6 Decree are tax-free transfers of property between them made pursuant to §1041
7 or other relevant sections of the Internal Revenue Code and are not taxable sales
8 or exchanges of property. Neither party shall take any position inconsistent with
9 this agreement, including, but without limitation to, any position with respect to
10 the basis of any asset on his or her tax returns filed after the date of this
11 Agreement. Additionally, each party shall be responsible for any taxes or
12 penalties on each financial account divided herein.

13 The parties further admit and agree that each of them has had the
14 opportunity to discuss with independent tax counselors, other than the attorneys
15 of record in the divorce action filed pertaining to the parties, concerning the
16 income tax and estate tax implications and consequences with respect to the
17 agreed upon division of properties and indebtedness, and Matthew H. Friedman,
18 Esq., Christopher B. Phillips, Esq., and Cameron Brown, Esq., of the law firm of
19 Ford & Friedman, and Gary Segal, Esq., of the Law Office of J.K. Nelson were
20 not expected to provide and, in fact, did not provide tax advice concerning this
21 Agreement.

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1 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
2 **ADJUDGED, AND DECREED** should it be necessary for either party to
3 enforce the terms of this Decree, the prevailing party may be entitled to recover
4 his or her attorney's fees and costs from the other party.

5 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
6 **ADJUDGED, AND DECREED** that each of the parties hereby waives and
7 renounces any and all rights to inherit the estate of the other at the other's death,
8 or to receive any property of the other under a Will, Codicil or any other
9 testamentary instrument, including any trust or life insurance, signed before the
10 date of this Decree, or to claim any family allowance or other interest or to act as
11 executor or personal representative under the other party's Will signed before the
12 date of this Decree, or to otherwise act as administrator of the other's estate
13 except as to the nominee of another person who is legally entitled to make
14 nominations for the administrator.

15 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
16 **ADJUDGED, AND DECREED** that the parties waive their rights to appeal, to
17 Findings of Fact and Conclusions of Law, to move for a new trial and written
18 notice of entry of judgment in the case.


19 **NOTICE IS HEREBY GIVEN** that both parties are required to provide
20 their social security numbers on a separate form to the court and to the Welfare
21 Division of the Department of Human Resources within ten (10) days from the
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1 date this Decree is filed pursuant to NRS 125.130. Such information will be
2 maintained by the clerk in a confidential manner and not part of the public
3 record.

4 **IT IS FURTHER STIPULATED AND THEREFORE ORDERED,**
5 **ADJUDGED, AND DECREED** that this matter shall be closed upon filing the
6 Notice of Entry of Decree of Divorce.

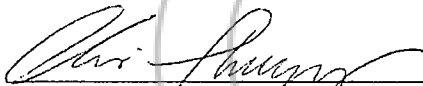
7 **IT IS SO ORDERED.**

Dated this 24th day of February, 2022



3BA F72 C6EB B17D
Charles J. Hoskin
District Court Judge


mb

12 **FORD & FRIEDMAN**
13 
14 MATTHEW H. FRIEDMAN, ESQ.
15 Nevada Bar No: 11571
16 CHRISTOPHER B. PHILLIPS, ESQ.
17 Nevada Bar No. 14600
18 CAMERON BROWN, ESQ.,
19 Nevada Bar No. 15876
20 2200 Paseo Verde Pkwy, Suite 350
21 Henderson, Nevada 89052
22 (702) 476-2400
Attorneys for Plaintiff

J.K. NELSON LAW
/s/ Gary Segal
GARY SEGAL, ESQ.*
Nevada Bar No. 3220
7220 S. Cimarron Rd., Suite 205
Las Vegas, NV 89113
(702) 727-9900
Attorneys for Defendant

AUG - 9 2022

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE


CLERK OF THE COURT

*The foregoing was electronically signed by Christopher B. Phillips, Esq., with the express written permission of Gary Segal pursuant to Administrative Order 21-04.

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DECLARATION OF MICHAEL RENNIE

I, MICHAEL RENNIE, declare under the penalties of perjury of the state of Nevada, that:

I am the Plaintiff herein, and I have read the foregoing Stipulated Decree of Divorce and know the contents thereof; that the same is true to the best of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true. I understand and agree to the terms of this decree and believe them to be fair and reasonable. As such, I wish for the Court to enter the instant Stipulated Decree of Divorce as a final order of this Court.

Dated this 24 day of February, 2022, in accordance with NRS 53.045.

/s/ Michael Rennie
MICHAEL RENNIE *

**The foregoing Declaration was electronically signed by Christopher B. Phillips, Esq., with the express written permission of Michael Rennie, pursuant to Administrative Order 21-04.*

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DECLARATION OF DONNA RENNIE

I, DONNA RENNIE, declare under the penalties of perjury of the state of Nevada, that:

I am the Defendant herein, and I have read the foregoing Stipulated Decree of Divorce and know the contents thereof; that the same is true to the best of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true. I understand and agree to the terms of this decree and believe them to be fair and reasonable. As such, I wish for the Court to enter the instant Stipulated Decree of Divorce as a final order of this Court.

Dated this 23 day of February, 2022, in accordance with NRS 53.045.

/s/ Donna Rennie
DONNA RENNIE

**The foregoing Declaration was electronically signed by Christopher B. Phillips, Esq., with the express written permission of Donna Rennie pursuant to Administrative Order 21-04.*