

CASA

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RONALD A. LONGTIN, JR.

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BY S. Davis
DEPUTY

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IN THE FAMILY DIVISION

7

OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

8

IN AND FOR THE COUNTY OF WASHOE

9

STEPHANIE ANYA QUIRK,

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Plaintiff,

11

vs.

Case No. DV01-00329

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JOSEPH EDWARD QUIRK,

Dept. No. 11

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Defendant.

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FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECREE OF DIVORCE
NUNC PRO TUNC

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This case having come before the above-entitled Court on November 9, 2001, for a Trial, the Plaintiff, Stephanie Anya Quirk, was present and represented by her attorney, John R. Clarkson, Esq., of the Clarkson Law Office, Ltd., and the Defendant, Joseph Edward Quirk, was present and represented by his attorney, David Rankine, Esq., and the cause having thereupon been submitted to the Court for decision, the Court makes the following Findings of Fact:

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FINDINGS OF FACT

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1. The Plaintiff, Stephanie Anya Quirk, is a resident of the State of Nevada and for a period of more than six weeks immediately preceding commencement of this action has been and now is a bona fide resident of and domiciled in the County of Washoe, State of Nevada, and during all of this period, Stephanie Anya Quirk has had, and still has, the intent to make the State of Nevada her home, residence, and domicile for an indefinite period of time.

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2. The Parties are incompatible in their marriage.

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3. The Parties were married at Urasoe, Okinawa, Japan, on February 16, 2000, and they

1 have ever since been and now are husband and wife.

2 4. There is one (1) minor child of the relationship of the Parties, namely, Anne Shirley
3 Quirk, born July 29, 2000.

4 5. The Parties have reached an agreement concerning custody, as follows:

5 5.1 The Parties will have joint legal custody of the Parties' minor child.

6 5.2 Stephanie Anya Quirk will have primary physical custody of the Parties' minor child.

7 5.3 Stephanie Anya Quirk may travel with the Parties' minor child to Brazil provided
8 Stephanie Anya Quirk (1) notifies Joseph Edward Quirk that she will be traveling to Brazil with the
9 Parties' minor child, (2) purchase round trip tickets for both Stephanie Anya Quirk and the Parties'
10 minor child, and (3) registers the Decree of Divorce with the Brazilian Embassy or government.
11 Joseph Edward Quirk will sign any form required for the Parties' minor child to travel to Brazil with
12 Stephanie Anya Quirk provided Stephanie Anya Quirk has complied with the terms of this
13 Paragraph.

14 5.4 Joseph Edward Quirk will bring the Parties' minor child to Stephanie Anya Quirk for
15 breast feeding during the periods of interim visitation to be awarded to him by the Court.

16 6. The Parties have reached an agreement concerning the amount and manner of child
17 support, as follows:

18 6.1 Joseph Edward Quirk will pay to Stephanie Anya Quirk the sum of \$300.00 per
19 month, payable on the first day of each month, commencing on November 1, 2001, as and for
20 support of the Parties' minor child.

21 6.2 The Parties agree that the amount of child support is in accordance with the formula
22 set forth in NRS 125B.070(2), based upon Joseph Edward Quirk's hourly rate of \$10.00 per hour.

23 6.3 As of October 31, 2001, Joseph Edward Quirk is in arrears in the amount of
24 \$2,000.00 for child support.

25 6.4 Joseph Edward Quirk will pay to Stephanie Anya Quirk the sum of \$50.00 per month
26 towards the child support arrears until they are paid in full.

27 6.5 There will be immediate withholding of Joseph Edward Quirk's income for the
28 payment of child support and the child support arrears.

1 6.6 Each Party will provide the other with a copy of his or her U. S. Federal Income Tax
2 return on or before May 1 of the year following each tax year, until the termination of the child
3 support obligation.

4 6.7 Joseph Edward Quirk will maintain comprehensive medical, dental, and
5 hospitalization insurance for the Parties' minor child.

6 6.8 The Parties will each pay one-half (½) of the unreimbursed health care expenses,
7 including medical, surgical, dental, orthodontic, and optical expenses, which may also be
8 deductibles, for the Parties' minor child, until the termination of the child support obligation.

9 6.9 If either Party has to pay any health care expenses on behalf of the minor child, he or
10 she will provide proof of payment, together with a copy of such bill, invoice, statement, etc., to the
11 other Party. Within thirty (30) days of receiving such proof of payment and a copy of such bill,
12 invoice, statement, etc., that Party will reimburse the Party who made such payment one-half (½) of
13 such payment.

14 6.10 Joseph Edward Quirk will maintain and pay for the current life insurance on his life to
15 secure the payment of child support, and will designate the Parties' minor child as irrevocable
16 beneficiary thereof, until the termination of the child support obligation.

17 6.11 Each Party will promptly notify the other of any change in (1) their residential
18 telephone number and address, (2) their employment (including the name, telephone number and
19 address of their new employer), and (3) change in income.

20 7. The Parties have reached an agreement as to the division of community and joint
21 property, as follows:

22 7.1 Stephanie Anya Quirk will be awarded the following property as her sole and separate
23 property:

24 7.1.1 The household goods and appliances, furniture and furnishings, and kitchenware in
25 her possession; and

26 7.1.2 The clothing, jewelry, and personal belongings and effects in her possession.

27 7.2 Joseph Edward Quirk will be awarded the following property as his sole and separate
28 property:

1 7.2.1 The 1996 Ford Aerostar Minivan;

2 7.2.2 The household goods and appliances, furniture and furnishings, and kitchenware in
3 his possession; and

4 7.1.3 The clothing, jewelry, and personal belongings and effects in his possession.

5 8. The Parties have reached an agreement as to the assumption of liabilities of the
6 community, as follows:

7 8.1 Joseph Edward Quirk will be responsible for and pay the specific obligations as
8 follows, and indemnify and hold Stephanie Anya Quirk harmless for payment thereof:

9 8.1.1 The obligation for the loan on the 1996 Ford Aerostar Minivan;

10 8.1.2 All debts and liabilities incurred by either Party on or before December 28, 2000, the
11 date of the Parties' separation;

12 8.1.3 Any debt or liability incurred by Joseph Edward Quirk after December 28, the date of
13 the Parties' separation.

14 8.2 Stephanie Anya Quirk will be responsible for and pay any debt or liability incurred by
15 her after December 28, the date of the Parties' separation, and indemnify and hold Joseph Edward
16 Quirk harmless for payment thereof.

17 9. The Parties agree the Court may enter an absolute decree of divorce terminating the
18 marital relationship and reserve jurisdiction to issue a subsequent decree regarding visitation by
19 Joseph Edward Quirk.

20 10. The Parties agree to schedule a review hearing regarding visitation by Joseph Edward
21 Quirk.

22 11. The Parties agree the Court may enter an interim visitation schedule which will have
23 no evidentiary value, the factors specified in Murphy v. Murphy, 84 Nev. 710, 447 P.2d 664 (1968)
24 will not apply at the review hearing which will be scheduled regarding visitation by Joseph Edward
25 Quirk, and the proponent of supervised visitation will have the burden of proof.

26 12. The Parties agree the Court should appoint a psychologist to assist the Court in
27 determining the appropriate visitation arrangement for Joseph Edward Quirk.

28 13. Stephanie Anya Quirk's former name was Stephanie Anya Malta-Ong. Stephanie

1 Anya Quirk desires to be restored to her former name of Stephanie Anya Malta-Ong.

2 14. The Parties agree the Decree of Divorce will be entered Nunc Pro Tunc.

3 15. Joseph Edward Quirk needs to provide a place for a nap, a place to change diapers,
4 and have access to a place to warm bottles and to refrigerate bottles, and those sorts of things. To
5 provide a place for a nap, a place to change diapers, and have access to a place to warm bottles and
6 to refrigerate bottles, and those sorts of things, Joseph Edward Quirk agreed, for the interim
7 visitations in Reno, Nevada, to rent a motel room equipped with either a kitchenette or some form of
8 warming device such as a hot plate and a refrigerator to provide a place for a nap, a place to change
9 diapers, and have access to a place to warm bottles and to refrigerate bottles, and those sorts of
10 things. To provide a place for a nap, a place to change diapers, and have access to a place to warm
11 bottles and to refrigerate bottles, and those sorts of things, for the interim visitations in San Jose,
12 California, Joseph Edward Quirk has a residence in San Jose, California.

13 16. Based on the foregoing, Joseph Edward Quirk should have interim rights of visitation
14 with the Parties' minor child, as follows:

15 16.1 Every three (3) weeks on Sunday and Monday, for six (6) hours or less per day, with
16 no overnight visitation, commencing on Sunday, November 18, 2001.

17 16.2 The first visitation should occur in Reno, Nevada, and then the next visitation should
18 occur in the San Jose, California. The locations of the visitations should then alternate between
19 Reno, Nevada, and San Jose, California. Stephanie Anya Quirk should be responsible for providing
20 transportation for the Parties' minor child to San Jose, California, for the visitations occurring in San
21 Jose, California.

22 17. The Parties should share equally the cost of the comprehensive medical, dental, and
23 hospitalization insurance maintained for the Parties' minor child by Joseph Edward Quirk. One-half
24 (½) of the cost of the comprehensive medical, dental, and hospitalization insurance should be off-set
25 against Joseph Edward Quirk's child support arrears. When the child support arrears have been paid
26 in full, then one-half (½) of the cost of the comprehensive medical, dental, and hospitalization
27 insurance should be off-set against Joseph Edward Quirk's child support obligation.

28 18. The papers, records, proceedings and evidence should be sealed and should not be

1 open to inspection except to the Parties or their attorneys, at the request of Edward Joseph Quirk,
2 pursuant to NRS 125.110(2).

3 CONCLUSIONS OF LAW

4 From the foregoing Findings of Fact, the Court makes the following Conclusions of Law:

- 5 1. The Court has jurisdiction of the subject matter of the action and of the Parties.
- 6 2. Stephanie Anya Quirk is entitled to a Decree of Divorce, forever dissolving the bonds
7 of matrimony now and heretofore existing between her and Joseph Edward Quirk, releasing each of
8 the Parties from the obligations thereof and restoring each of the Parties to the status of single,
9 unmarried person.
- 10 3. The agreement reached by the Parties settling all of their respective rights and
11 obligations relevant to custody and the amount and manner of child support is fair just and equitable,
12 and should be approved and incorporated and merged into the Decree of Divorce.
- 13 4. The amount of child support is in accordance with the formula set forth in NRS
14 125B.070(1).
- 15 5. The agreement reached by the Parties as to the division of community and joint
16 property and the assumption of liabilities of the community is fair, just and equitable, and should be
17 approved and incorporated and merged into the Decree of Divorce.
- 18 6. Stephanie Anya Quirk is entitled to be restored to the use of her former name,
19 Stephanie Anya Malta-Ong.
- 20 7. The Court has jurisdiction to enter an absolute decree of divorce terminating the
21 marital relationship and to reserve jurisdiction to issue a subsequent decree regarding visitation by
22 Joseph Edward Quirk.

23 DECREE OF DIVORCE NUNC PRO TUNC

24 NOW, THEREFORE, by reason of the Findings of Fact and Conclusions of Law aforesaid,
25 IT IS ORDERED, ADJUDGED AND DECREED as follows:

- 26 1. The Plaintiff, Stephanie Anya Quirk, is granted an absolute Decree of Divorce,
27 forever dissolving the bonds of matrimony now and heretofore existing between the Parties, restoring
28 each of them to the status of a single, unmarried person.