

DOC # 0227116

04/10/2014

01:07 PM

Official Record

Recording requested By
GUGLIELMO & ASSOCIATES

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$18.00

Page 1 of 5

RPTT

Recorded By: LLH

Book- 564 Page- 0187

APN# _____

STIPULATION OF JUDGMENT AND ORDER
Type of Document



Recording requested by:

Guglielmo & Associates c/o Lynsey A. Williams Esq.

Return to:

Name: Lynsey A. Williams Esq.

Address: 415 South Sixth Street, Suite 200 k

City/State/Zip: Las Vegas NV 89101

ORIGINAL

NO. FILED
MAR 17 2014
Eureka County Clerk
By [Signature]

NO. FILED
MAR 21 2014
Eureka County Clerk
By [Signature]

GUGLIELMO & ASSOCIATES
Lynsey A. Williams Esq.
State Bar of Nevada No. 12302
415 South Sixth Street, Suite 304
Las Vegas NV 89101
(702)889-6009
nv@guglielmolaw.com
Attorney for Plaintiff

7Th Judicial District Court
Eureka County, Nevada

Discover Bank,
Plaintiff

v.

Kimberly Ann Walls & John/Jane Doe Walls
(If Married),
Defendant(s)

Case No.: CV1309-206
Dept No.:

**STIPULATION OF JUDGMENT AND
ORDER**

Defendant(s), Kimberly Ann Walls, above named admits that they are indebted to Plaintiff for \$14338.15, all court costs in the amount of \$275.00, for a total sum of \$14,613.15. No part of this original debt has been paid by Defendant(s), and that amount is now justly and presently due from Defendant(s) to Plaintiff. Defendant's indebtedness is the subject of the action captioned above. Plaintiff and Defendant(s) desire to settle this matter and, after being given the opportunity to consult with counsel, agree as follows:

Plaintiff may take judgment against the Defendant(s) pursuant to the terms set forth

Below:

1. Pursuant to NRS 17.130(2), this judgment shall accrue interest at the legal rate (currently 5.25%, but adjusted each January 1 and July 1) per year, only upon event of default, from the date of service of the Summons and Complaint, which was on November 1, 2013, until satisfied.
2. Defendant(s) will make a down payment in the amount of \$500.00 due by February 25, 2014;
3. Thereafter, Defendant(s) will make consecutive monthly installment payments to Plaintiff

1 in the amount of \$355.00 for 23 months, and one final month of \$335.00;

2 4. Payments described in paragraph no. 2 above shall commence on February 25, 2014 and
3 shall be due on the 25th day of each subsequent month thereafter until the settlement balance of
4 \$9,000.00 is paid completely, and at which time Plaintiff will file a satisfaction of judgment if
5 the balance of \$9,000.00 is paid without default;

6 5. Payments made pursuant to this agreement shall be mailed to Plaintiff at the following
7 address:

8 **Guglielmo & Associates**
9 **P.O. Box 41688**
10 **Tucson, AZ 85717-1688**

11 6. Any payment not received by Plaintiff at the address above within five (5) business days
12 of its due date shall constitute a default under this agreement; and,

13 7. In the event of a default by Defendant(s) in the payment schedule set forth above,
14 Plaintiff may, on five (5) days' written notice to Defendant(s), execute this judgment against
15 Defendant(s) in the amount of the original debt of for \$14338.15, all court costs in the amount of
16 \$275.00, a total sum of \$14,613.15, plus interest pursuant to statute, as described above on the
17 sum of \$14,613.15, and enforce that judgment by any and all means authorized by law;

18 8. Plaintiff agrees there shall be one month of late payment forgiveness, in which the default
19 provisions of this agreement shall not activate;

20 9. In the event of a default by Defendant(s) in the payment schedule set forth above,
21 Defendant(s) shall become liable to Plaintiff for any additional attorney's fees and court costs
22 incurred by Plaintiff to enforce its judgment against Defendant(s);

23 10. Defendant(s) hereby confesses judgment in favor of Plaintiff for a total amount of
24 \$14,613.15, and authorizes execution of judgment in that amount as described above;

25 11. Defendant(s) understands that this agreement authorizes the entry of judgment under the



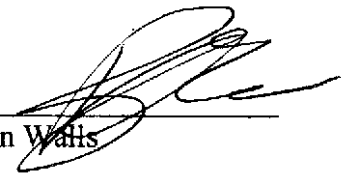
0227116

Book: 564
Page: 189

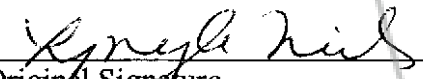
04/10/2014
Page 3 of 5

1 terms and conditions set forth above without further proceedings, and authorizes execution to
2 enforce payment of the judgment.

3 DATED this 14th day of February 2014.

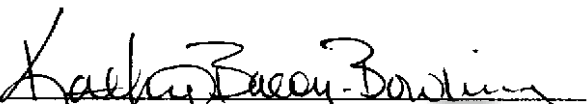
4
5 
6 _____
7 Kimberly Ann Walls

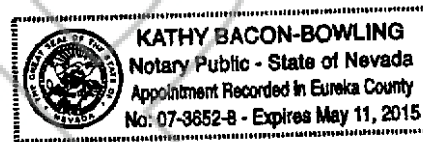
GUGLIELMO & ASSOCIATES

8 
9 Original Signature
10 Lynsey A. Williams Esq.
11 Nevada Bar No. 12302
12 415 South Sixth Street, Suite 304
13 Las Vegas NV 89101
14 (702)889-6009
15 Attorney for Plaintiff

16 State of Nevada, County of Eureka

17 SIGNED and SWORN before me this March 7th, 2014, by Kimberly Ann Walls.


18 
19 NOTARY PUBLIC (SEAL)

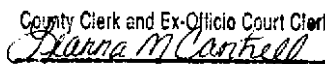


20 **ORDER**

21 **The Court having reviewed the parties' Stipulation, it is hereby ORDERED that the**
22 **Stipulation for Judgment is hereby GRANTED.**

23 Dated this 19th day of MARCH, 2014.

24 
25 _____
26 HONORABLE JUDGE

27 SEVENTH JUDICIAL DISTRICT COURT } SS
28 IN AND FOR COUNTY OF EUREKA,
29 STATE OF NEVADA }
30 I, the Undersigned COUNTY CLERK and Ex-Officio
31 CLERK of the SEVENTH JUDICIAL DISTRICT COURT do hereby CERTIFY
32 that the foregoing is a full, true and correct copy of the original on file in
33 my office and that I have carefully compared the same with the
34 original.
35 DISTRICT COURT, this 1st WITNESS My Hand and Seal of said
day of April 20 14
County Clerk and Ex-Officio Court Clerk

Deputy Clerk

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding Certified Stipulation of Judgment and Order filed in District Court Case No. CV1309-206

Does not contain the social security number of any person.

-OR-

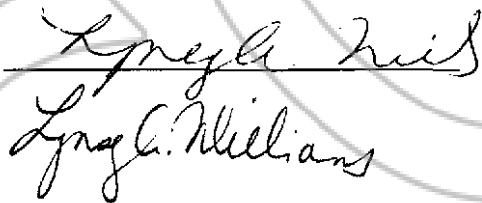
Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

(State specific law)

-or-

B. For the administration of a public program or for an application for a federal or state grant.



Lynsey A. Williams

April 7, 2014

Lynsey A. Williams Esq.
Nevada Bar No. 12302
Attorney for Plaintiff Discover Bank

DATE



0227116

Book: 564
Page: 191

04/10/2014
Page: 5 of 5