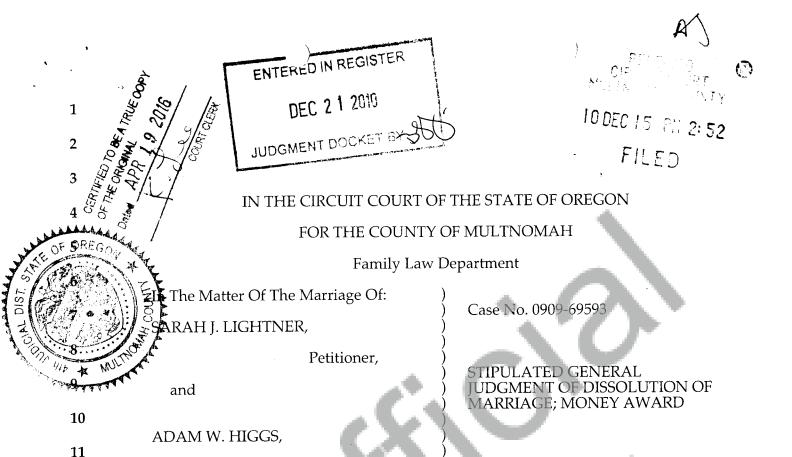
AFN #2016000732 Recorded Apr 19, 2016 01:59 PM DocType: LIEN Filed by: Adam Higgs Page: 1 of 19 File Fee: \$91.00 Auditor Robert J. Waymire Skamania County,

Return Address:

Adam Higss	
3004 NC 15TH ST.	
Postkind, OR	
97212	
Document Title(s) or transactions contained herein:	7/7
Certified Stipulated Judgen	ent of
Dissolution OF Marriage, Morey, pr	operty Award
GRANTOR(S) (Last name, first name, middle initial)	TA (8
- Circuit Court, State of OR, MUI	1710 man Co
- Official and Binding Dissolution of IV	Carriage -
Circuit Court, State of OR MUI  - Circuit Court, State of OR MUI  - Official and Birding Dissolution of N  - Division of Real Propriate Judge Thomas  [] Additional names on page of document. Page 15	S Ryan
GRANTEE(S) (Last name, first name, middle initial)	Eu Oand
GRANTEE(S) (Last name, first name, middle initial)  SGrah J. Lightner (Higgs) (granted Lightner, Scrah Joe John Aderober  [ ] Additional names on page F. of document Actions Weeks is	en On )
Light wer Salah	11/1/201 11 185
[] Additional names on page 5 of document. Acker 1205 15 LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, 1	THE MATTER
201 Alerdeen Or Washough, MA. 100	19 Cili accali
Highlands. BOOK A OF Plats, Pg. 140	x 1 SECINOMA
[ ] Complete legal on page 5 of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
Dec. 21, 2010	
[ ] Additional numbers on page of document.  ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
Parcel number 02-65-19-2-0-0/29-	<b>00</b>
The transfer of the first	
[ ] Property Tax Parcel ID is not yet assigned	
[ ] Additional parcel numbers on page of document.	
The Auditor/Recorder will rely on the information provided on the form	
the document to verify the accuracy or completeness of the index	ang information.

AFN #2016000732 Page: 2 of 19



Respondent.

THIS MATTER comes before the Court on Petitioner's *Petition for Unlimited Separation*, her Motion and Affidavit, and the stipulation of the parties for a judgment dissolving their marriage, as evidenced by their signatures and the signatures below. Petitioner (hereafter "Wife") is represented by Laurel Hook and Stahancyk Kent and Hook, P.C. Respondent (hereafter "Husband") is represented by Martin Reeves and Reeves, Kahn and Hennessy. The Court having been presented with this form of Stipulated General Judgment of dissolution, having reviewed the records and documents on file herein, and being fully advised in the premises, makes the following findings:

- 1. Husband and Wife have irreconcilable differences that have caused the irremediable breakdown of their marriage.
  - 2. The Court has jurisdiction over Husband and Wife.
- 1 STIPULATED GENERAL JUDGMENT OF DISSOLUTION OF MARRIAGE; MONEY AWARD

1	3. Husband and Wife were i	married in Portland, Oregon on September 15,				
2	2003.					
3	4. Wife is not now pregnant.	There are no children born of this marriage.				
4	5. The relevant information of	of the parties is as follows:				
5	<u>HUSBAND:</u>	Adam W. Higgs				
6	RESIDENCE, MAILING OR	Acadia				
7	CONTACT ADDRESS:	1303 NE Fremont Street, Portland, OR 97212				
8	AGE:	35-years old				
9	YEAR OF BIRTH:	1975				
10	SOCIAL SECURITY NUMBER:	8842 (last four digits)				
11	OTHER FORMER NAMES:	N/A				
12	WIFE:	Sarah J. Lightner				
13	RESIDENCE, MAILING OR CONTACT ADDRESS:	201 Aberdeen Drive, Washougal, Washington 98671				
14	AGE:	33-years old				
15	YEAR OF BIRTH:	1977				
16	SOCIAL SECURITY NUMBER:	7105 (last four digits)				
17	FORMER NAMES:	N/A				
18	6. Respondent resided in the state of Oregon at the time of filing of the					
19	Petition for Unlimited Separation and continues to reside in Oregon.					
20	7. No domestic relations su	7. No domestic relations suits or petitions for support pursuant to ORS				
21	§108.110 involving this marriage of	§108.110 involving this marriage of Husband and Wife are pending in this or any				
22	other court in the state of Oregon, or	in any other state.				
23						
24	2 – STIPULATED GENERAL JUDGME OF MARRIAGE; MONEY AWARD	STAHANCYK, KENT, & HOOK I ATTORNEYS AT LAW ATHENA PLAZA 808 S.W. 15th AVENUE PORTLAND, OR 97205-1907 TELEPHONE: (503) 222-9115 FAX: (503) 222-4037				

1	8. The terms of this judgment represent a compromise of disputed issues in
2	some instances. Each party acknowledges that there have been no representations
3	or promises of any kind which have been made to him or her as an inducement to
4	enter into the agreement represented by this Judgment other than those expressly
5	set forth herein. At the direction of the parties, the attorneys in this case have not
6	attempted to verify or value the assets, liabilities or income in this marital estate
7	and are acting simply as scriveners in incorporating the agreement of the parties
8	into this Judgment. Each party, by his and her signature below, acknowledges that
9	they are satisfied with the representation they have received from their respective
10	attorneys and confirm that they are aware of the nature, value and extent of the
11	marital estate. They further acknowledge they are satisfied with the information
12	they have received from each other with respect to the settlement reached herein,
13	and each party waives his or her right to conduct further discovery, accountings,
14	appraisals or other asset valuations.
15	9. Husband accepted true copies of the Petition for Unlimited Separation
16	and Summons on or about September 29, 2009. More than ninety days have elapsed
<b>17</b>	since Husband accepted service.
18	10. The following factors have been taken into consideration when
19	awarding transitional and compensatory spousal support to Wife:
20	A. Wife's significant contributions towards the business Tall Guy, LLC.
21	B. Wife's significant support of and contributions to Husband's career.
22	C. Wife's significant contributions towards the earning capacity of
23	Husband.

1	D. The duration of the marriage.
2	E. The relative earning capacities of the parties.
3	F. The extent to which the marital estate has already benefited from
4	Wife's contributions.
5	G. That support is just and equitable given the totality of the
6	circumstances.
7	11. This marriage should be dissolved and Husband and Wife should be
8	granted the relief hereinafter set forth.
9	IT IS HEREBY ORDERED AND ADJUDGED that:
10	1. EFFECTIVE DATE AND CONVERSION TO DISSOLUTION OF
11	MARRIAGE AND TERMINATION DATE OF THE MARRIAGE. Petitioner's action
12	for an Unlimited Separation shall be converted to a Dissolution of Marriage action.
13	The provisions of this judgment are effective immediately. The marriage of the
14	parties is dissolved effective on the day this judgment is signed by the judge.
15	2. <b>PROPERTY DIVISION</b> . The property/assets of the parties shall be awarded
16	as follows:
17	A. Husband shall be awarded the following property free from any claim of
18	Wife and shall pay, indemnify and hold Wife harmless from all liability,
19	obligations, mortgages and other encumbrances thereon:
20	i. All personal property now in his possession not otherwise
21	specifically described herein.
22	ii. The real property located at 1310 North Winchell Street, Portland
23	Oregon, along with and further described as:
24	4 – STIPULATED GENERAL JUDGMENT OF DISSOLUTION OF MARRIAGE; MONEY AWARD  STAHANCYK, KENT, & HOOK P.C. ATTORNEYS AT LAW ATHENA PLAZA 808 S.W. 15 <sup>th</sup> AVENUE PORTLAND, OR 97205-1907 TELEPHONE: (503) 222-9115 FAX: (503) 222-4037

1	Lot 15 and 16, Block 43, Fairport, in the City of Portland, County of
2	Multnomah and State of Oregon
3	iii. The business entity registered as Tallguy, LLC and all
4	encumbrances, liabilities, and obligations thereto. This includes any
5	and all obligations owed to Tastebuds, LLC, including the obligation
6	described in the Personal Guarantee dated November 2003 (attached
7	herein as <b>Exhibit 1</b> ).
8	iv. The 2007 Toyota FJ Cruiser VIN #JTEBU11f670020619
9	v. The Henry Ascensio painting.
10	vi. The Flohrs painting.
11	vii. Any and all bank accounts, checking accounts, and retirement
12	accounts in Husband's name only.
13	B. Wife shall be awarded the following property free from any claim of
14	Husband and shall pay, indemnify and hold Husband harmless from all
15	liability, obligations, mortgages and other encumbrances thereon:
16	i. All personal property now in her possession not otherwise
17	specifically described herein.
18	ii. The real property located at 201 Aberdeen Drive, Washougal,
19	Washington and further described as:
20	Lot 29, Skamania Highlands, According to the plat thereof,
21	recorded in book "A" of plats, page 140, records of Skamania
22	County, Washington.
23	
24	5 – STIPULATED GENERAL JUDGMENT OF DISSOLUTION OF MARRIAGE; MONEY AWARD  STAHANCYK, KENT, & HOOK ATTORNEYS AT LAW ATHENA PLAZA 808 S.W. 15 <sup>Th</sup> AVENUE

iii. The 2007 Toyota Cruiser, VIN #JTEBU11f970020081 along with any 1 encumbrance there on, including Columbia Credit Union Loan ending 2 X304-1. 3 iv. The three-panel painting by Chris Curry. 4 Any and all bank accounts, checking accounts, and retirement 5 accounts in Wife's name only. 6 All fire and extended coverage, and liability and casualty insurance C. 7 policies upon or relating to any real or personal property herein described 8 or referred to, and now in existence, shall be transferred with the property 9 to which the same pertains to the party receiving such property pursuant to 10 this judgment, without charge or credit to either party in respect of the 11 surrender value thereof. The parties shall execute Bargain and Sale deeds, 12 within 90 days of the entry of Judgment, effectuating the real property 13 awards stated in this Judgment. 14 Each party shall refinance, in their sole names, the real property they 15 receive under this Judgment within five (5) years of the date of entry of the 16 Judgment. The parties shall refinance the vehicles awarded to them in this 17 Judgment in their sole names within one (1) year of the date of entry of the 18 Judgment. 19 DEBT ALLOCATION. The liabilities and debts of the parties shall be paid as 3. 20 follows: 21 Husband shall pay, defend, indemnify and hold Wife harmless from A. 22 the debt on the following accounts: 23 24 STAHANCYK, KENT, & HOOK P.C.
ATTORNEYS AT LAW
ATHENA PLAZA
808 S.W. 15<sup>™</sup> AVENUE
PORTLAND, OR 97205-1907
TELEPHONE: (503) 222-9115
FAX: (503) 222-4037 6 – STIPULATED GENERAL JUDGMENT OF DISSOLUTION

OF MARRIAGE; MONEY AWARD

1		i	.•	Bank of America account X0461
2		i	i.	Bank of America account X3616
3		i	ii.	Home Depot account X5890
4		i	V.	Chase account X4203
5		7	V.	Capitol One account X8059
6		7	vi.	Capitol One account X4474
7		7	vii.	Capitol One account X7134
8		V	viii.	Citicard account X6700
9		V	viv.	GM Mastercard account X2331
10		×	Χ.	Any Federal or state tax liability related to Tall Guy LLC
11		X	xi.	Any Federal or state tax liability owed by the parties and
12		outstand	ding	at the time of this Judgment
13		×	xii.	Any and all other liabilities and obligations in Husband's name
14		only not	spe	cifically named herein.
15		B. 1	Neitl	ner Husband nor Wife shall charge upon the credit of the other
16	` .	without	spec	cific permission in writing to do so. All outstanding joint credit
17		cards w	hich	are in the names of both parties shall be immediately returned
18		to the iss	suing	g creditor with instructions to close the account.
19		C. I	If Hu	asband fails to pay any debt or liability as set forth herein, Wife
20		shall ha	ve tl	ne right, but not the obligation, to make any payment due after
21		providir	ng H	Iusband ten (10) days prior notice of the her intention to make
22		paymen	t. If	payment is made, Husband shall reimburse the amount paid to
23		Wife to	geth	er with interest computed at the same rate charged by the

creditor on the obligation to which payment was made. Interest shall accrue from the time payment is made until full reimbursement is made. If Wife pays Husband's debt pursuant to this provision, she is hereby authorized to deduct the amount of money so paid from any payment then or thereafter due or owing to Husband.

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4. SPOUSAL SUPPORT. Judgment shall be entered in favor of Wife and against Husband for transitional and compensatory spousal support. The purpose of the spousal support shall be to compensate Wife for contributions to Husband's career and to Husband's business ventures, as well as the duration of the marriage, as well as the extent to which the marital estate has already benefited from Wife's contributions. The spousal support award shall be non-modifiable by either party. The amount and duration of the spousal support award to Wife shall be as follows:

Non-modifiable transitional and compensatory spousal support in the amount of \$2,000 per month for 45 months (totaling \$90,000). Payments shall begin on the fifth day of the first month following entry of Judgment of Dissolution and shall be due by the fifth day of each month thereafter until terminated as described herein. In the event that Husband sells Tall Guy, LLC, any balance of the total \$90,000 still owing to Wife at the time of the sale of Tall Guy, LLC will be immediately due and owing and shall be paid in full to Wife. In the event that the proceeds from the sale of Tall Guy, LLC do not cover the total amount of spousal support still owing to Wife, Husband shall continue making monthly payments towards the outstanding spousal support balance owing to Wife. In any event, Husband shall pay to Wife the total sum of

\$90,000, whether in monthly installments, or in a single lump sum payment, within 45 1 months of the fifth day of the first month following the entry of the Judgment. 2 Pursuant to IRS Code §71 and §215, the support payments shall be 3 Α. included as income on Wife income tax returns and be a deduction on 4 Husband's income tax returns. 5 B. Husband shall make three (3) reasonable attempts to obtain life 6 insurance on his life to secure the total outstanding amount of spousal 7 support within 60 days of entry of Judgment. Husband shall obtain said life 8 insurance policy if he can do so at a reasonable price. Husband shall 9 provide documentation/proof of his attempts (proof of acceptance or 10 denial) to obtain life insurance to Wife within 90 days of entry of Judgment. 11 C. Wife shall have the right to purchase a life insurance policy on 12 Husband's life to secure the amount of outstanding spousal support owed 13 to Wife. If Wife chooses to purchase a life insurance policy on Husband's 14 life, she shall notify Husband in writing. Husband shall fully cooperate 15 with Wife and the applicable insurance company in obtaining an insurance 16 policy on Husband's life. 17 Wife shall have a claim against the estate of Husband, and a 18 constructive trust shall be imposed on Husband's estate for the benefit of 19 Wife, for any monies due pursuant to this judgment and for any arrearage 20 that has accrued as of the time of Husband's death for unpaid support or 21 22 periodic payments. 23

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ATTORNEY FEES. Each party shall pay their own attorney fees and court
 costs incurred in this proceeding.

6. IMPLEMENTATION OF THIS STIPULATED GENERAL JUDGMENT.

Husband and Wife shall cooperate fully and in good faith with each other to implement and carry out the intent and purposes of this Stipulated General Judgment. Each party shall sign all documents reasonably required for the prompt transfer of property and other benefits awarded to the other party. Neither party shall knowingly perform any act the effect of which may be to create a liability for the other party, including a liability under the indemnification provisions of this Stipulated General Judgment. Each party shall cooperate fully with the other party in connection with the defense of any claim that the other party has assumed or with respect to

- 7. **RELEASE.** Except as specifically provided herein, each party releases the other from any and all claims or demands of whatsoever nature which either party has or may claim to have against the other arising out of or in any way connected with their marriage to each other and its subsequent dissolution, including but not limited to all claims for property, support, suit money, attorney fees and costs. This agreement is intended to be a full, binding and complete final marital settlement between the parties except as specifically set forth herein, subject only to approval of the Court.
- 8. FULL DISCLOSURE. The parties have of their own volition each entered into this agreement upon mature consideration and it is expressly based upon the premise that neither party has any asset or other property except that which is described or distributed herein. Each party hereby warrants to the other that neither has incurred

10 – STIPULATED GENERAL JUDGMENT OF DISSOLUTION OF MARRIAGE; MONEY AWARD

which the party is entitled to indemnification.

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AFN #2016000732 Page: 12 of 19

any liability or obligation on which the other is or may be liable except as expressly set forth herein. Each party believes this agreement to be reasonable under all present and future circumstances.

The parties further hereby acknowledge that this Judgment was prepared by Laurel Hook as attorney for Wife. Husband hereby acknowledges that he has been advised of his right to have an attorney of his choosing, and has consulted with Martin Reeves, Attorney at Law, to review this document prior to signing it, and that he signs this Judgment freely and voluntarily.

9. NON-USE OF OTHER'S CREDIT. Each party represents that he or she is unaware of any debt or liability, including, but not limited to, credit cards or other obligations, for which the other party is liable, other than the debts listed in this General Judgment. Each party shall immediately return to the other all credit and debit cards that are in the other party's name. Neither party shall incur any debt or obligation on the credit of the other or in the names of both parties, including any joint lines of credit. Each party shall indemnify, defend, and hold the other harmless from any debt or obligation so charged or otherwise incurred.

## 10. ENFORCEMENT OF THIS GENERAL JUDGMENT.

A. Each party shall comply with this General Judgment. If either party does not fulfill his or her obligations strictly in accordance with this General Judgment and a suit, proceeding, or action is filed, the predominately prevailing party (as determined by the Court) shall, in addition to any remedy provided by law or equity, be entitled to recover his or her reasonable attorney

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fees, costs and paralegal fees as fixed by the Court or Courts in which the suit, proceeding, or action, including any appeal, is tried, heard, or decided.

Each party (Claimant) shall recover judgment against the other party (the Delinquent Party) for the amount paid by Claimant on account of any debt or obligation assumed by the Delinquent Party pursuant to this General Judgment. Claimant must file a motion for judgment supported by an affidavit setting forth the facts on which the motion is based, and serve the motion and affidavit on the Delinquent Party or his or her attorney of record. Claimant must prove that the debt or obligation was assumed by the Delinquent Party and was not paid when due and that Claimant paid the same. The Delinquent Party's only defenses shall be one or more of (i) the Delinquent Party was not assigned the debt or obligation; (ii) the debt or obligation was not past due when paid by Claimant; (iii) the Delinquent Party has a good defense or right of offset against Claimant or the creditor with respect to the delinquent debt or obligation; and (iv) the Delinquent Party paid the debt or obligation. Neither party shall raise any issue or argument in Court not specifically related to Claimant's right to recover judgment for the amount of the debt or obligation paid by Claimant as described in the motion and affidavit. If the Court determines that a judgment should be entered for Claimant, the judgment shall bear interest at the statutory rate of nine percent from the date Claimant paid the debt or obligation until the judgment is paid. The prevailing party shall recover his or her attorney fees, paralegal fees and costs.

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INTERPRETATION OF THIS STIPULATED GENERAL JUDGMENT. 11. 1 The rule of construction that a written agreement is construed against the party 2 preparing or drafting such agreement shall specifically not be applicable to 3 interpretation of this Stipulated General Judgment or any documents executed and 4 delivered under the terms of this Stipulated General Judgment. 5 HEADINGS. The headings of particular Paragraphs are inserted only for **12**. 6 convenience and are not part of this Stipulated General Judgment or a limitation of 7 the scope of the particular Paragraph to which the Paragraph heading refers. 8 MUTUAL PREPARATION. No presumption will exist (1) in favor of a party 13. 9 by reason of authorship of any provision of the Stipulated General Judgment by the 10 other party's counsel or (2) against a party by reason of authorship of any provision of 11 the Stipulated General Judgment by that party's counsel. 12 13 MONEY AWARD: SPOUSAL SUPPORT 14 Judgment Creditor and Address Sarah Jo Lightner a. 201 Aberdeen Drive, 15 Washougal, Washington 98671 16 Laurel P. Hook Attorney for Judgment Creditor: b. Stahancyk, Kent & Hook, P.C. 808 SW 15<sup>th</sup> Avenue 17 Portland, OR 97205 (503) 222-9115 18 Adam W. Higgs Judgment Debtor and Address: 19 1303 NE Fremont Drive Portland, Oregon 97212 20 Judgment Debtor Social Security No.: 8842 d. 21 5210 (Oregon) Judge Debtor Driver's License: e. 22 Martin Reeves Attorney for Judgment Debtor: d. Reeves, Kahn & Hennessy 23 4035 SE 52<sup>nd</sup> Avenue 24 13 – STIPULATED GENERAL JUDGMENT OF DISSOLUTION STAHANCYK, KENT, & HOOK P.C.
ATTORNEYS AT LAW
ATHENA PLAZA
808 S.W. 15<sup>th</sup> AVENUE
PORTLAND, OR 97205-1907
TELEPHONE: (503) 222-9115 OF MARRIAGE; MONEY AWARD

FAX: (503) 222-4037

1

Portland, 97286

2	e.	Spousal Sup	port Judgn	nent:	Non-modifiable transitional and
3					compensatory spousal support in the amount of \$2,000 per month for 45 months (totaling \$90,000).
4					Payments shall begin on the fifth day of the first month following
5					entry of Judgment of Dissolution and shall be due by the fifth day of
6					each month thereafter until terminated as described herein. In
7					the event that Husband sells his business (currently known as Tall
8					Guy, LLC), any balance of the total \$90,000 still owing to Wife at the
9					will be immediately due and
10			(		owing and shall be paid in full to Wife. In the event that the proceeds from the sale of Tall Guy,
11				1	LLC do not cover the total amount of spousal support still owing to
12			~		Wife, Husband shall continue making monthly payments
13			<i></i>	<b>\</b> '	towards the outstanding spousal support balance owing to Wife. In
14					any event, Husband shall pay to Wife the total sum of \$90,000,
15					whether in monthly installments, or in a single lump sum payment, within 45 months of the fifth day of
16			`	. (	the first month following the entry of the Judgment.
17	, 1			٠,١	of the judgment.
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20 / / /					
21 / / /					
22 / / /					
23 / / /					
24 / / /					JOSON LITTON

14 - STIPULATED GENERAL JUDGMENT OF DISSOLUTION

OF MARRIAGE; MONEY AWARD

STAHANCYK, KENT, & HOOK P.C.
ATTORNEYS AT LAW
ATHENA PLAZA
808 S.W. 15<sup>TM</sup> AVENUE
PORTLAND, OR 97205-1907
TELEPHONE: (503) 222-9115
FAX: (503) 222-4037

1	f. Interest on arrears:	Nine percent (9%) per annum simple interest on support
2		arrearages from the date the arrearage accrues until paid.
3	DATED this 15 day of Secont	) Goto
4	DATED this day of Alexand	-2010.
5		$\mathcal{L}$
6	CIRCU	IT COURT JUDGE
7		THOMAS RYAN
8	IT IS SO STIPULATED.	IT IS SO STIPULATED.
9	CITI illus	Shr Mr
10	Sarah J. Lightner, Petitioner/Wife	Adam W. Higgs, Respondent/Husband
11	STATE OF OREGON, County of Multnom	ah ) ss.
12 13	Personally appeared before me the	e within named Adam W. Higgs and
13	acknowledged this instrument to be his v	voluntary act and deed this <u>f</u> day of
15		
16	MARTIN WYLLE REEVER NOTARY PUBLIC - GREGON	MASS
17	MY COMMISSION EXPIRES JUNE 12, 2014	Notary Public for Oregon - comm ixpuls 6 (12/17
18	STATE OF OREGON, County of Multnom	
19	Personally appeared before me th	e within named Sarah J. Lightner and voluntary act and deed this <u>7</u> th day of
	December 2010.	
20		
21	NOTARY PUBLIC-OREGON	Nickers Bublic for Orogan
22	COMMISSION NO. 434308 MY COMMISSION EXPIRES NOVEMBER 17, 2012	Notary Public for Oregon - COMMISSION EXPIRES 11/17/2017
23		
24		NIT OF DICCOLLITION COMMENT SHOOK DC

**SUBMITTED BY:** APPROVED AS TO FORM: Tate F. Justesen. OSB#083741 Of Attorneys for Petitioner Martin W. Reeves, OSB#813462 Attorney for Respondent mreeves@rke-law.com tate@stahancvk.com 

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**NOTICE OF PERIODIC REVIEW** 1 If your child support is handled by the District Attorney of the Support Enforcement Division 2 (SED), this agency will review your child support order if at least two years have passed since the order was entered, modified, or last reviewed. (This review will take place only if a parent 3 requests one). The purpose of this review is to see if the amount ordered is still within the guidelines for child support set out in Oregon law. The review could result in an increase or 4 decrease in the support amount, depending on the parent's financial circumstances and the needs of the child. This "periodic review" service is provided at no cost to the parents, but is available 5 only for cases handled by the District Attorney or SED. 6 NOTICE WHEN SUPPORT PAYMENT MADE TO DEPT. OF JUSTICE: ORS 25.020 7 If your support payment is to be made through the Department of Justice, each of you has the statutory duty to inform the Court and the Department of Justices, division of child Support in 8 writing of any change in your residence, mailing or contact address, social security number, telephone number, driver's license number, and the name, address, and telephone number of all 9 employers within ten (10) days after such change. 10 NOTICE OF INCOME WITHHOLDING: ORS 25.384 11 The support order is enforceable by income withholding under ORS 25.372 to 25.427. Withholding shall occur immediately, whenever there are arrearages at least equal to the support 12 payment for one month, whenever the obligated parent requests such withholding or whenever the obligee requests withholding for good cause. The district attorney or, as appropriate, the 13 Division of Child Support of the Department of Justice will assist in securing such withholding. Exceptions may apply in some circumstances. 14 15 **EXCEPTION TO WITHHOLDING; TERMINATION OF WITHHOLDING: ORS 25.396** 16 An obligor who is subject to an order to withhold issued under ORS 25.378(1), may request an exception to income withholding if: (a) The obligor and obligee at an time agrees in writing to an 17 alternative payment method; (b) When money is owed to the state under the support order, the state agrees in writing to the alternative payment method; (c) The obligor has paid in full all 18 arrears accrued under the support order; (d) The obligor has complied with the terms of any previous exception granted under this section; and, (e) The Court or administrator accepts the 19 alternative payment method. 20 NOTICE TO PETITIONER AND RESPONDENT 21 Payment of support shall be made as provided in this judgment. The giving of gifts or making purchases of food, clothing, and the like does not fulfill the obligation to pay support. 22 Payment of support must be made as it becomes due. Failure to secure parenting time or denial 23 of rights of parenting time are not excuses for nonpayment. You must seek relief through a proper motion filed with the court if you have a problem with parenting time. 24 STAHANCYK, KENT, & HOOK P.C.
ATTORNEYS AT LAW
ATHENA PLAZA
808 S.W. 15™ AVENUE
PORTLAND, OR 97205-1907
TELEPHONE: (503) 222-9115
ENGEN 2022 1927 17 - STIPULATED GENERAL JUDGMENT OF DISSOLUTION OF MARRIAGE; MONEY AWARD

FAX: (503) 222-4037

1	
2	The payment of support takes priority over payment of debts and other obligations. A party who remarries after dissolution and accepts additional obligations of support does so with the full knowledge of his or her prior obligations under this proceeding.
3	Child support is based on annual income. It is the responsibility of a person with seasonal
4	employment to budget income so that payments are made regularly throughout the year as ordered.
5	of defed.
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24	10 CTIDITI ATED CENTED AT HID CAMENTE OF DISCOVERION.
	18 – STIPULATED GENERAL JUDGMENT OF DISSOLUTION STAHANCYK, KENT, & HO

OF MARRIAGE; MONEY AWARD