

## Judgment Detail

Archived:	YES
FIPS ID:	3105500
Court Case:	CI109205560
Judgment/Guideline Group:	2-1
Judgment Type:	SPOUSAL SUPPORT
Interest Rate:	5.2420%

Payor:	DANIEL J BISHOP
Bank Return Item:	
Payor DOB:	02/1939
Payee:	GLADYS ROSE BISHOP
Payee DOB:	01/1938
Alternate Payee Name:	

**Please contact the Clerk of the District Court for information on this Judgment.**

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DANIEL J. BISHOP,

DOUGLAS COUNTY, NEBRASKA

SEP 16 1998

Doc. 975

No. 973

Petitioner,

RUDY J. TESSAR

CLERK DISTRICT COURT

v.

GLADYS ROSE (DANIELLE) BISHOP,

Respondent.

**PETITION FOR DISSOLUTION  
OF MARRIAGE**

Assigned to Judge 1 J. J. J.

Petitioner alleges and states the following for his cause of action against Respondent.

1. Petitioner is a resident of Omaha, Douglas County, Nebraska. Petitioner is and has been a resident of the State of Nebraska with a bona fide intention of making the State of Nebraska his permanent home for at least one year prior to the filing of this Petition. Petitioner currently resides at 26969 West Center Road, Waterloo, Nebraska 68069, and is represented by Gregory C. Scaglione of Koley, Jessen, Daubman & Rupiper, P.C., 1125 South 103 Street, Suite 800, Omaha, Nebraska 68124.
2. Respondent currently resides 26969 West Center Road, Waterloo, Nebraska 68069.
3. Petitioner and Respondent were lawfully married in Waterloo, Douglas County, Nebraska, on October 11, 1986.
4. There are no minor children born of the marriage and thus will not be affected by this action.
5. Irreconcilable differences have arisen between Petitioner and Respondent causing a breakdown of their marital relationship. The parties have made every reasonable effort to effect reconciliation, but such efforts have failed, and attempts at reconciliation are futile. There remains no reasonable probability for reconciliation. The marriage between the parties is irretrievably broken.
6. Neither Petitioner nor Respondent is a party to any other pending action for divorce, separation or dissolution of marriage in the State of Nebraska or any other state.
7. Neither Petitioner nor Respondent is a member of the Armed Forces of the United States or its allies, nor has either party been ordered for induction into the same.
8. The parties have acquired and sold certain real and personal property during the term of their marriage, and this Court should make an equitable distribution of that real and personal property between the parties.

**ISSUED**

9. The parties have incurred certain debts and obligations during their marriage, and the liability for payment of those debts and obligations should be equitably divided between the parties.

10. There is no adequate remedy at law.

WHEREFORE, Petitioner prays for the following relief:

- a. A Decree dissolving and terminating Petitioner's marriage with Respondent;
- b. A Decree finding that every reasonable effort to effect reconciliation has been made but failed and that further attempts at reconciliation are futile and no reasonable probability of reconciliation exists;
- c. An Order equitably distributing the real and personal property of the parties;
- d. An Order equitably dividing the debts and obligations of the parties; and
- e. For such other, further and different relief as the Court deems just and equitable.

DATED this 16 day of September, 1998.

DANIEL J. BISHOP, Petitioner,

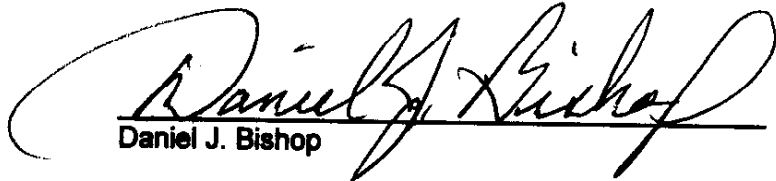
By: 

Gregory C. Scaglione, #19368  
KOLEY, JESSEN, DAUBMAN  
& RUIPIER, P.C.  
1125 South 103 Street  
Suite 800  
Omaha, Nebraska 68124  
(402) 390-9500

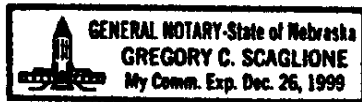
Attorneys for Petitioner.

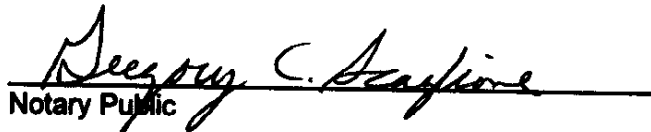
STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

I, Daniel J. Bishop, being first duly sworn upon oath, deposes and states that he is the Petitioner in the above-entitled case and that he has read the contents of the foregoing Petition, and that such contents are true.

  
Daniel J. Bishop

SUBSCRIBED AND SWORN TO before me this 16 day of September, 1998.



  
Notary Public

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DANIEL J. BISHOP,

DOC. 975

PAGE 973

Petitioner,

v.

GLADYS ROSE (DANIELLE) BISHOP,

Respondent.

FILED )  
IN DISTRICT COURT  
DOUGLAS COUNTY, NEBRASKA  
AUG 19 1999  
RUDY J. TESAR  
CLERK DISTRICT COURT

**MOTION FOR SUMMARY JUDGMENT  
AND NOTICE OF HEARING  
AND BRIEF DEADLINE**

Petitioner, Daniel J. Bishop, hereby moves the Court for partial summary judgment in favor of Daniel J. Bishop and against Respondent Gladys Rose (Danielle) Bishop because the pleadings, admissions on file, discovery responses, and affidavits show that there is no genuine issue as to any material fact and that Petitioner is entitled to a judgment as a matter of law. Petitioner will offer Petitioner's Answers to Interrogatories, Requests for Production of Documents and Petitioner's Affidavit, as well as asked the Court to take judicial notice of the parties' pleadings on file with the Court.

Petitioner shows the Court that the following determinations and rulings should be made with regard to certain real and personal property:

- I. Foster Tower, 2500 Kalakaua Avenue, #504, Honolulu, HI 96815, Legal: Tax Key Number 2 - 6 - 026 - 014 - 0023 - 004. Petitioner inherited 16.67% interest from his brother in 1988, and Petitioner inherited 4.17% interest from his mother on January 18, 1994 for a current total interest of 20.84%. In addition, Petitioner conveyed real estate located at 306 Kuhio, Honolulu, HI (property Petitioner acquired in 1975 in his name only) and paid cash to my brother Jerry in exchange for his 20.84% interest in Foster Tower in 1996. Thus, Petitioner's total interest in Foster Tower is 41.68%, which is titled in Petitioner's name only. The Court should determine this to be Petitioner's sole and separate property, free and clear of any interest of the Respondent.
- II. 250 Ohua Avenue, Penthouse J, Honolulu, HI 96815, Legal: 2-6-025-021-0093 001. Petitioner purchased this real estate in 1976 prior to marriage, and said estate is titled in Petitioner's name only. The Court should determine this to be Petitioner's sole and separate property, free and clear of any interest of the Respondent.
- III. River Property - 12 ½ acres - (50% ownership by Dan Bishop and 50% ownership by Tom Siems,) Legal: Key No. 0882-0014-01-OW (CAC No. 16226) Sec-Twn-Rge 15-15-10 Lands - Ex Pt for TLS - Irr Pt E of Co Rd NW

1/4 NE 1/4 & Ex Irr S 325.06 N 1161.44 E 122 ft - Irr Pt TL 2 E of Co Rd & West of River & -Ex SE 1 AC - Irr Pt E of Co Rd & W of River SE 1/4 NE 1/4 Sec. 15-15-10. In 1970, Petitioner acquired his interest in this 13 1/2 acres, and Petitioner sold one acre in 1987-1989. The Court should determine this to be Petitioner's sole and separate property, free and clear of any interest of the Respondent.

- IV. Galvin Plaza, This real estate located at Avery & Galvin Streets, Bellevue, Nebraska is titled jointly in the names of Petitioner and Respondent. Legal: Tax Lots 9B1B, 9B2, & 9F2 23-14-13 Tax Lots to Bellevue. \$135,000.00 of the purchase price of the Galvin Plaza was funded from the 1988 sale proceeds from the 5015 Underwood Avenue office buildings which was in Petitioner's name only since acquired in 1969. Thus, \$135,000.00 of any equity is Petitioner's sole and separate property. The Court should determine that \$135,000.00 of the equity of the Galvin Plaza real estate is Petitioner's sole and separate property, free and clear of any interest of the Respondent.
- V. 26969 West Center Road, Waterloo, Nebraska 68069-6801 (House) (Petitioner's name only) Legal: Sec - Twn - Rge 31-15-10. Irreg S 615.58 N 1656.08 E 707.50 W 989.58 FT W 1/2 NE 1/4 10 AC Approx. Petitioner purchased the land in 1969 and started construction of the house in 1985, and completed construction before the marriage. Petitioner paid cash for the house. After construction was completed, Petitioner borrowed money for business purposes and gave two deeds of trust on the house. The Court should determine this to be Petitioner's sole and separate property, free and clear of any interest of the Respondent.
- 26757 West Center Road, Waterloo, Nebraska 68069-6801 (Acreage only) (Petitioner's name only) Legal: Sec - Twn - Rge 31/15/10. Ex Co Rd & Wide Proj 78 & S 990-5 - N 1040-5 W 606.94 FT & Irreg S 615.58 E 707.50. Petitioner purchased the land on October 10, 1969, and a mortgage was subsequently given to secure a business loan. The Court should determine this to be Petitioner's sole and separate property, free and clear of any interest of the Respondent.
- VI. 4812 & 4814 Dodge Street & 4819 Capitol Avenue, Omaha, Nebraska 68132 (Maids offices) (Titled jointly) Legal: 1) Lots 16 to and including 19, Block 117; 2) Lot 20, Block 117; and 3) All of Lot 10 and the East 40' of Lot 11, Block 117. Although titled jointly, The MAIDS International paid and is paying for this property, and no marital funds were used or are being used to pay for said

property. The Court should determine this to be Petitioner's sole and separate property, free and clear of any interest of the Respondent.

- VII. Petitioner inherited from his brother Dick a Schwab Account No. OM-1609-4099 in the amount of \$44,682.00 and life insurance proceeds of \$142,249.00 from Mutual Benefit Life Insurance Company, and of \$25,000.00 from Ohio National Life Insurance Company, which are currently maintained in Petitioner's Schwab Account No. OM-1607-4984. Petitioner shows the Court that it should determine that said account is the sole and separate property of Petitioner, free and clear of any interest of Respondent.
- VIII. Petitioner brought into the marriage, many assets, monies and accounts in my name only which are more particularly identified in his pre-marital financial statement (6-1-87), a copy of which is produced in Response to Request for Production of Documents No. 7. All said assets, monies and accounts identified on the financial statement should be declared Petitioner's sole and separate property, free and clear of any interest of the Respondent.
- IX. In 1985, Petitioner's brother Dick gave him a slot machine with a current value of \$4,600.00. Petitioner shows the Court that it should determine the slot machine to be the sole and separate property of Petitioner, free and clear of any interest of the Respondent.
- X. In the 1960's, Petitioner's Dad gave me a gold pocket watch with a current value of \$2,363.00. Petitioner shows the Court that it should determine the gold pocket watch to be the sole and separate property of Petitioner, free and clear of any interest of the Respondent.
- XI. Petitioner acquired stock in four companies prior to the marriage, namely, the Bishop Company, Inc., (n/k/a Bishop Building Services, Inc.); American Security Services, Inc.; The Maids International, Inc.; and all stocks, securities or other assets held in the Charles Schwab Account No. 1607-4984, 1607-4977 and 1607-4988. The Court should determine all said stock to be the sole and separate property of Petitioner, free and clear of any interest of the Respondent. Moreover, during the marriage, Petitioner purchased 3,000 shares of stock and Danielle purchased 7,000 shares of stock in The MAIDS International, Inc., which 10,000 shares are marital assets and should be divided 50/50. Petitioner shows the Court that it should determine that the 10,000 shares purchased during the marriage are marital assets, and should be divided on a 50/50 basis.
- XII. Prior to the marriage Petitioner acquired various farm animals (ducks, geese, chickens). Petitioner shows the Court that it should determine that said farm

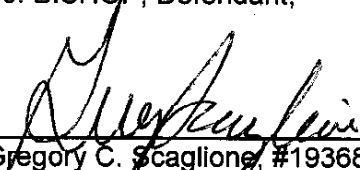
animals are the sole and separate property of Petitioner, free and clear of any interest of the Respondent.

WHEREFORE, Petitioner Daniel J. Bishop moves for partial summary judgment in his favor and against Respondent Gladys Rose (Danielle) Bishop specifically find that certain real and personal property is non-marital property solely owned by Petitioner free and clear of any interest of Respondent and that the 10,000 shares of Maids stock purchased during the marriage are marital assets, with 5,000 shares awarded to Petitioner and 5,000 shares awarded to Respondent and for such other and further relief as to this Court seems just and equitable.

DATED this 18 day of August, 1999.

DANIEL J. BISHOP, Defendant,

By:

  
\_\_\_\_\_  
Gregory C. Scaglione, #19368  
KOLEY, JESSEN, DAUBMAN  
& RUIPIER, P.C.  
1125 South 103 Street  
Suite 800  
Omaha, NE 68124  
(402) 390-9500

Attorneys for Defendant.

**NOTICE OF HEARING AND BRIEF DEADLINE**

TO: Danielle Gladys Rose Bishop, Respondent and Mark J. Milone, her attorney of record.

YOU AND EACH OF YOU are hereby notified that the foregoing Motion for Summary Judgment will be called up for hearing on Thursday, September 2, 1999, at 9:30 a.m., before the Honorable Robert Burkhard, Court Room No. 5, Fifth Floor, Douglas County District Court, 1701 Farnam Street, Omaha, Nebraska, or as soon thereafter as counsel may be heard. Please further be advised that Judge Burkhard requests that all briefs in support of or oppositions to this motion be submitted to him at least five days prior to the hearing.

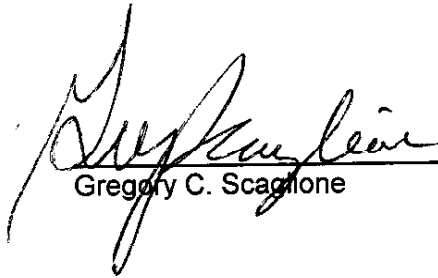
  
\_\_\_\_\_  
Gregory C. Scaglione



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 18 day of August, 1999, a true and correct copy of the foregoing Motion for Summary Judgment and Notice of Hearing and Brief Deadline was served on counsel for the Respondent, by hand delivering a copy of the same to:

Mark J. Milone  
Frost, Meyers, Guilfoyle & Govier  
Two Old Mill - Suite 250  
10855 West Dodge Road  
Omaha, NE 68154-2666



\_\_\_\_\_

Gregory C. Scaglione

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DANIEL J. BISHOP,

Petitioner,

vs.

GLADYS ROSE (DANIELLE) BISHOP,

Respondent.

DOC. 975

NO. 973

RECEIVED  
JOURNAL CLERK ORDER

SEP 27 1999

CLERK DISTRICT COURT

THIS MATTER came on for hearing on the record on September 15, 1999, on the Petitioner's Motion for Summary Judgment filed August 19, 1999. Petitioner appeared by counsel, Greg Scaglione. Respondent was present with counsel, Mark <sup>Milone</sup> and Kelli Swenson. Exhibits 1,2,3 and 4 were received in evidence. Arguments were made and the matter was taken under advisement. Respondent's Motion for Attorney Fees was also taken under advisement.

The Respondent's Motion to Strike the Certificate of Readiness was overruled. Respondent was awarded use of the Jaguar automobile during the pendency of this action.

It is now further ORDERED as follows:

1. The Respondent admits that the property in items I, IX, and X are not marital property and said property is hereby awarded to the Petitioner. The Respondent also admits that the ducks, geese, and chickens are not marital property and they are hereby awarded to the Petitioner.

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DANIEL J. BISHOP,

Petitioner,

vs.

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1. The Respondent admits that the property in items I, IX, and X are not marital property and said property is hereby awarded to the Petitioner. The Respondent also admits that the ducks, geese, and chickens are not marital property and they are hereby awarded to the Petitioner.

There are genuine issues of material fact as to the other items of property listed in the motion and the balance of the motion is therefore overruled.

2. The Respondent is awarded on additional attorney fee of \$5000.00, said amount to be paid by Petitioner to Respondent's attorney by October 8, 1999.

DATED this 24<sup>th</sup> day of September, 1999.

BY THE COURT:

  
District Judge

Cc: Greg Scaglione  
Mark Milone  
Kelli Swenson

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DANIEL J. BISHOP,

DOC. 975

PAGE 973

Petitioner,

**FILED  
JOURNAL CLERK**

v.

JAN 18 2001

**DECREE OF DISSOLUTION OF  
MARRIAGE**

GLADYS ROSE (DANIELLE) BISHOP,

**CLERK DISTRICT COURT**

Respondent.

On April 4, 2000, this matter came on for trial upon the Petition for Dissolution of Marriage filed by the Petitioner, Daniel J. Bishop, and the Cross Petition for Dissolution of Marriage filed by Respondent, Gladys Rose (Danielle) Bishop. Petitioner appeared with his counsel, Gregory C. Scaglione, and Respondent appeared with her counsel, Mark J. Milone and Pamela Hogenson Govier. Evidence was adduced, and the trial concluded on April 7, 2000. Counsel for both parties submitted written summations to the Court. The Court, being fully advised in the premises, finds that:

1. The parties ~~and~~ <sup>RUB</sup> were at the filing of the Petition residents of Douglas County, Nebraska, and both have had actual residence in Nebraska continuously from the time of the marriage to the filing of the Petition with a bona fide intention of making Nebraska their permanent home for at least one year prior to the filing of the Petition. On September 16, 1998, Petitioner filed a Petition for Dissolution of Marriage in the District Court of Douglas County, Nebraska, and on September 21, 1998, Respondent was served with process. Respondent filed her Responsive Pleading and Cross Petition on October 22, 1998. Thus, this Court has jurisdiction of the parties hereto and the subject matter of this action.

2. Petitioner and Respondent were lawfully married in Waterloo, Douglas County, Nebraska, on October 11, 1986. There were no children born or adopted during the marriage.

3. Irreconcilable differences have arisen between Petitioner and Respondent causing a breakdown of their marital relationship. The parties have made every reasonable effort to effect reconciliation, but such efforts have failed, and attempts at reconciliation are futile. There remains no reasonable probability for reconciliation. The marriage between the parties is irretrievably broken, *and should be dissolved, R.V.B.*

4. Neither Petitioner nor Respondent is a party to any other pending action for divorce, separation or dissolution of marriage in the State of Nebraska or any other state.

5. Neither Petitioner nor Respondent is a member of the Armed Forces of the United States.

6. The Court stated its findings on the record on October 23, 2000 and additional findings by way of a letter dated January 4, 2001.

IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the marriage of the parties, which marriage was entered into at Waterloo, Douglas County, Nebraska, on October 11, 1986, is hereby dissolved, that this Decree shall become operative pursuant to Neb. Rev. Stat. §§ 42-372 and 42-372.1 as follows:

a. For the purpose of review by appeal, the Decree shall be treated as a final order as soon as it is entered. If an appeal is instituted that does not challenge the finding that the marriage is irretrievably broken, then the Decree shall become final and operative, as to that portion of the Decree that dissolves the marriage, at the time specified in section 42-372.01 as if no such appeal had been instituted. If an appeal is instituted within thirty (30) days after the date the Decree is entered that challenges the finding that the marriage is irretrievably broken, such Decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

b. For purposes of remarriage other than remarriage between the parties, a Decree dissolving a marriage becomes final and operative six (6) months after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative on the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was entered.

c. For purposes of continuation of health insurance coverage, a Decree dissolving a marriage becomes final and operative six (6) months after the Decree is entered.

d. In all other instances, a Decree dissolving a marriage becomes final and operative thirty (30) days after the Decree is entered, or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was entered.

IT IS FURTHER ORDERED that the stipulated non-marital property is:

1. Foster Towers (per Summary Judgment Order September 24, 1999);
2. Slot Machine (per Summary Judgment Order September 24, 1999);
3. Gold Pocket Watch (per Summary Judgment Order September 24, 1999);
4. Fowl (per Summary Judgment Order September 24, 1999);
5. River Property (12 ½ acres - (50% ownership by Dan Bishop and 50% ownership by Tom Siems,) Legal: Key No. 0882-0014-01-OW (CAC No. 16226) Sec-Twn-Rge 15-15-10 Lands - Ex Pt for TLS - Irr Pt E of Co Rd NW 1/4 NE 1/4 & Ex Irr S 325.06 N 1161.44 E 122 ft - Irr Pt TL 2 E of Co Rd & West of River & -Ex SE 1 AC - Irr Pt E of Co Rd & W of River SE 1/4 NE 1/4 Sec. 15-15-10.);
6. Charles Schwab Account Number 1607-4489 (Dan and Colin);
7. Charles Schwab Account Number 1609-3467 (Dan and Kerry);
8. Charles Schwab Account Number 1608-4042 (Dan and Erin);
9. Charles Schwab Account Number 1607-8484 (Dan and Brendan);

10. Charles Schwab Account Number 1607-4249 (Dan and Connor);
11. Charles Schwab Account Number 1607-4280 (Dan and Aidan);
12. Charles Schwab Account Number 1609-5024 (Dan and Lauren);
13. Charles Schwab Account Number 1607-5287 (Dan and Costen);
14. Charles Schwab Account Number 1607-8357 (Dan and Brogan);
15. Charles Schwab Account Number 6554-0467 (Dan and Gannon);
16. Charles Schwab Account Number 1607-7047 (Dan and Megan); and
17. Charles Schwab Account Number 1607-6674 (Dan and Ryan).

IT IS FURTHER ORDERED that the following property is non-marital property of Petitioner and as such is awarded to Petitioner free and clear of any interest of Respondent:

1. Petitioner's share of stock and interest in Bishop Building Services, Inc.;
2. Petitioner's Schwab account #1607-4984;
3. Petitioner's life insurance policies: Prudential #20210538; Mass Mutual #3616331; Mass Mutual #3660043; Mass Mutual #4044284; Mass Mutual #4496586; Mass Mutual #5701826; Mass Mutual #6464917; Security Conn. Life #2202143M; Security Conn. Life #2202154D; Federal Kemper #PK2539985; and American Medical #1400-005697; Guarantee Life #01-0010555; and
4. Charles Schwab Account Number 1607-4982 (River Property Account).

IT IS FURTHER ORDERED that the following property is non-marital property of Respondent and as such is awarded to Respondent free and clear of any interest of Petitioner:

1. Respondent's 40 shares of stock and interest in Lucent Technology;
2. Respondent's 528 shares of stock and interest in AmeriTech n/k/a SouthBell Corp.;
3. Respondent's 4 shares of stock and interest in N.C.R.;
4. Respondent's 64 shares of stock and interest in A.T.&T.;
5. Respondent's 96 shares of stock and interest in Abbott Labs;



6. Respondent's premarital jewelry;
7. Respondent's \$70,000.00 in savings; and
8. Respondent's full length fox fur coat.

IT IS FURTHER ORDERED that except as otherwise provided, Petitioner is awarded all of the personal property listed in Exhibit 21 and any personal property he acquired after the Temporary Order dated November 4, 1998, and Respondent is awarded all of the personal property listed in Exhibit 20 and any personal property she acquired after the Temporary Order dated November 4, 1998. Respondent shall be awarded half of the books, which the parties have already divided and delivered to each other. The sea shells and the Boylan paintings are awarded to Petitioner, and Respondent is hereby ordered to have such items professionally packed and properly shipped to Petitioner at 4820 Dodge Street, Omaha, Nebraska, 68132, within 30 days of the entry of this Decree, all at her sole expense. The personal property highlighted in yellow and green on Exhibit 21 are nonmarital, and all other personal property identified on Exhibits 20 & 21 are marital property. The value of the non-highlighted items on Exhibit 21 is \$1,900.00, which value is awarded to Petitioner.

IT IS FURTHER ORDERED that Petitioner is awarded the following described real estate as his sole and separate property, free and clear of any interest of the Respondent. Within 30 days of the entry of this Decree, Respondent shall execute and deliver a Quitclaim Deed, Waiver of Homestead and Marital Rights or such other documents as may be requested by Petitioner to convey any interest Respondent may have in or to such real estate to Petitioner. Petitioner shall indemnify, defend and hold Respondent harmless for any obligations or indebtedness related to such real estate.

1. 250 Ohua Avenue, Penthouse J, Honolulu, HI 96815, Legal: 2-6-025-021-0093 001 ("Ohua");

2. Galvin Plaza Legal: Tax Lots 9B1B, 9B2, & 9F2 23-14-13 Tax Lots to Bellevue ("Galvin Plaza");
3. 26969 West Center Road, Waterloo, Nebraska 68069-6801 ("House") Legal: Sec - Twn - Rge 31-15-10. Irreg S 615.58 N 1656.08 E 707.50 W 989.58 FT W  $\frac{1}{2}$  NE  $\frac{1}{4}$  10 AC Approx.;
4. 26757 West Center Road, Waterloo, Nebraska 68069-6801 ("Acreage") Legal: Sec - Ten - Age 31/15/10. Ex Co Rd & Wide Pro. 78 & S 990-5 - N 1040-5 W 606.94 FT & Irreg S 615.58 E 707.50;
5. The Maids Office Buildings, 4812 & 4814 Dodge Street & 4819 Capitol Avenue, Omaha, Nebraska 68132 Legal: (1) Lots 16 to and including 19, Block 117; (2) Lot 20, Block 117; and (3) All of Lot 10 and the East 40' of Lot 11, Block 117;
6. Saunders County Property: Legal: A Parcel of land situated in the North Half of the Northwest Quarter of Section 14, Township 15 North, Range 9 East of the 6<sup>th</sup> P.M., Saunders County, Nebraska, described as follows:

Beginning at a point on the North line of the Northwest Quarter, said point being 20.00 feet West of the Northeast corner of the Northwest Quarter, thence S 01°00'43" E (assumed bearing), on a line 20.00 feet distant from and parallel with the East line of the Northwest quarter, a distance of 1331.08 feet; thence S 89°29'46" W, on the South line of the Northeast quarter of the Northwest quarter, a distance of 1128.80 feet; thence N 01°03'35" W, a distance of 1341.03 feet, to a point on the North line of the Northwest Quarter; thence N 90°00'00" E, 1130.06 feet, to the point of beginning;

EXCEPT that part described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence along the Northerly line of said Northwest Quarter, N 90°00'00" W, 676.57 feet to the Point of Beginning; thence S 01°01'11" E, 13361.87 feet to a point on the Southerly line of said North Half; thence along said Southerly line, S 89°28'16" W, 472.18 feet; thence N 00°13'07" W, 13141.25 feet to a point on said Northerly line; thence along said Northerly line, S 90°00'00" E (assumed bearing), 473.49 feet to the Point of Beginning, EXCEPT County Road Right-of-Way.

The Court determines that the Ohua property has a value of \$118,000.00, and that only \$90,000.00 of that is marital, and \$60,000.00 of that value is awarded to Petitioner and \$30,000.00 of that value is awarded in cash to Respondent. The Galvin Plaza property is valued at \$630,000.00, of which \$135,498.65 is the non-marital property of Petitioner. After deducting that amount as well as the mortgages, there is marital value in such real estate of \$82,484.28. Half of that value is awarded to Petitioner and the other half is awarded in cash to Respondent. As for the House, the Court finds that its value is \$560,000.00 and that Petitioner made premarital contributions toward the House in the amount of \$288,695.00, and there is currently existing an indebtedness of \$282,399.00, leaving a marital equity of -\$11,094.00. However, the Court determines that at least some part of the House is marital property and that \$278,000.00 is the marital equity in the House (\$560,000.00 - \$282,000.00), of which Petitioner is awarded \$228,000.00 and Respondent is awarded in cash \$50,000.00. As for the Acreage, its value is \$350,000.00 and Petitioner's premarital contribution is \$70,000.00 and approximately \$43,000.00 of indebtedness is assessed against the Acreage, leaving marital equity of \$237,000.00, of which \$158,000.00 is awarded to Petitioner, and \$79,000.00 is awarded in cash to Respondent. The Maids Office Buildings property has marital equity of \$326,840.00, of which Petitioner is awarded \$217,893.00, and Respondent is awarded in cash \$108,947.00. The Saunders County property has marital equity of \$16,875.00, of which \$11,250.00 is awarded to Petitioner, and Respondent is awarded in cash \$5,625.00.

IT IS FURTHER ORDERED that Petitioner's stock acquired in The Maids International, Inc. ("The Maids") prior to the marriage (75,715.25 shares (post-split 400,205.5968 shares)) is non-marital property, and is the sole and separate property of Petitioner, free and clear of any interest of the Respondent. During the marriage, Petitioner acquired 39,364 shares (208,065 shares post-split), and Respondent acquired 7,000 shares (36,999.66886 shares post-split), all of which is

marital property. Of the marital stock in The Maids, Petitioner is awarded 30,910 shares (163,379.96638 shares post-split), and Respondent is awarded 15,450 shares (81,663.55486 shares post-split), as their sole and separate property free and clear and the interest of the other.

The Court finds that the premarital and marital stock in The Maids increased in value by approximately \$600,000.00 during the marriage. Respondent is hereby granted the option of either (1) retaining the 15,450 shares of The Maids' stock (81,663.55486 shares post-split) or (2) transferring to Petitioner all of her shares of stock and interest in The Maids in exchange for a cash payment of \$200,000.00. Respondent must exercise this option in writing within 60 days of the entry of this Decree. If the Respondent elects to retain the shares of The Maids' stock awarded to her, then within 30 days of such election, the parties shall execute all necessary documents to transfer sufficient stock to Respondent so that she would have a total of 15,450 shares (81,663.55486 shares post-split) of stock in The Maids. If the Respondent elects to accept a payment of \$200,000.00 cash, then within 30 days of her election, Respondent shall execute all necessary documents to transfer all of her shares of stock and interest in The Maids to Petitioner or The Maids, as Petitioner may direct, and otherwise disclaim all interest and claims in and to The Maids, and Petitioner shall remit \$200,000.00 to Respondent.

IT IS FURTHER ORDERED that Petitioner is awarded all interest and title to American Security Services, Inc. ("ASSI") as his sole and separate property, free and clear of any interest of the Respondent. During the marriage, the value of ASSI increased \$200,000.00, of which \$134,000.00 is awarded to Petitioner and \$66,000.00 is awarded in cash to Respondent. Respondent shall execute all necessary documentation to transfer to Petitioner and disclaim any of her interest or right in ASSI.

IT IS FURTHER ORDERED that Petitioner is awarded all of his interest in the Bishop Group as his sole and separate property, free and clear of any interest of the Respondent. The Court finds

that the Bishop Group has a fair market value of approximately \$12,000.00 and indebtedness of approximately \$33,000.00. All of such negative equity is awarded to Petitioner. Respondent shall execute all necessary documentation to transfer to Petitioner and disclaim any of her interest or right in the Bishop Group.

IT IS FURTHER ORDERED that there are four marital life insurance policies, namely Petitioner's Southland Life policies, and Respondent's policies with Sentry and Globe. For the Southland Life policy Nos. 5-19151220 and 5-19445750, those policies have a combined total cash value of \$62,365.00, and are awarded to the Petitioner as his sole and separate property, free and clear of any interest of the Respondent. Of such cash value, Petitioner is awarded \$41,365.00 and Respondent is awarded in cash \$21,000.00. Respondent is awarded her Sentry Life and Globe Life policies as her sole and separate property, free and clear of any interest of Petitioner. Such policies have a cash value of approximately \$800.00, all of which is attributed to Respondent.

IT IS FURTHER ORDERED that as for the cash amounts awarded to Respondent above totaling \$401,814.14, Petitioner shall pay said amount as follows:

- (A) If Respondent exercises her option to be paid \$200,000.00 for her interest in The Maids stock, Petitioner shall pay Respondent \$100,000.00 by August 15, 2001; \$150,000.00 by February 15, 2002; and \$151,814.14 by August 15, 2002; or
- (B) If Respondent elects to keep The Maids stock awarded to her, Petitioner shall pay Respondent \$100,000.00 by March 1, 2001; \$100,000.00 by August 15, 2001; and \$201,814.14 by February 15, 2002.

Such cash amounts not paid by Petitioner when due shall bear simple interest at the rate of 8% per year, such cash amounts will constitute a lien on Petitioner's property until paid in full.

IT IS FURTHER ORDERED that the various accounts, are divided and awarded to the parties as their sole and separate property, free and clear of the interest of the other, as identified below:

	<u>DANIELLE</u>	<u>TOTAL</u>	<u>DAN</u>
Schwab Account (already divided - Danielle = #1607-4977 Dan = #1607-4998)	\$54,682.91	\$109,321.44	\$ 54,638.53
Dan's 1 <sup>st</sup> Nat'l Bank #42410904	\$ 0.00	\$ 785.98	\$ 785.98
Dan's 1 <sup>st</sup> Nat'l Bank #91040448	\$ 0.00	\$ 2,089.13	\$ 2,089.13
Dan's 1 <sup>st</sup> Nat'l Bank #6192075	\$ 0.00	\$ 162.78	\$ 162.78
Dan's 1 <sup>st</sup> Nat'l Bank #61956232	\$ 0.00	\$ 0.01	\$ 0.01
Dan's Central Pacific Bank #6453449	\$ 0.00	\$ 760.12	\$ 760.12
Dan's Schwab #1607-4982 (River Property Account non-marital)	\$ 0.00	\$ 0.01	\$ 0.01
Dan's Schwab #1607-4984 (non-marital)	\$ 0.00	\$ 0.01	\$ 0.01
Danielle's AG. Edwards #52-231787 (plus annuities)	\$ 218,386.01	\$218,386.01	\$ 0.00
Danielle's Schwab #1607-4411	\$ 2,212.20	\$ 2,212.20	\$ 0.00
Danielle's Norwest #360-3041972	\$ 3,172.76	\$ 3,172.76	\$ 0.00
Danielle's 1 <sup>st</sup> Nat'l Bank #3039778320	\$ 12,860.70	\$ 12,860.70	\$ 0.00
Danielle's First Bank #1445163129	\$ 1,987.75	\$ 1,987.75	\$ 0.00
Danielle's Bank of America			

#09148-14217	\$ 16,934.07	\$ 16,934.07	\$ 0.00
Danielle's Bank of America #09141-13452	\$ 2,594.72	\$ 2,594.72	\$ 0.00
Dan's IRA Schwab* #1607-5272 (\$130,537.52 - \$11,633.96)	\$ 0.00	\$118,903.56	\$118,903.56
Danielle's IRA AG. Edwards* #52-231795	\$ 68,988.79	\$ 68,988.79	\$ 0.00
Dan's Maids Deferred Compensation Plan* Putnam #A54-I-47-0619672-BBY-V	\$ 0.00	\$ 21,315.39	\$ 21,315.39
#A71-I-47-0619672-BBW-P	\$ 0.00	\$ 23,118.40	\$ 23,118.40
Danielle's Maids Deferred Compensation Plan* Putnam #A54-1470619672-BDYV	\$ 23,600.92	\$ 23,600.92	\$ 0.00
#A71-1-470619672BBWP	\$ 26,599.39	\$ 26,599.39	\$ 0.00

\*Pretax Items

IT IS FURTHER ORDERED that the jewelry acquired during the marriage is marital property, and Petitioner is awarded his marital jewelry valued at approximately \$12,198.00, as his sole and separate property, free and clear of any interest of the Respondent, and Respondent is awarded her marital jewelry valued at approximately \$20,000.00, as her sole and separate property, free and clear of any interest of the Petitioner.

IT IS THEREFORE ORDERED that Respondent is awarded the 1989 Jaguar XJ as her sole and separate property, free and clear of any interest of the Petitioner. Respondent already has possession of said vehicle, and Petitioner shall cause American Security Services, Inc. to transfer title to Respondent. Respondent shall be responsible for all licensing, taxes, insurance and other fees and costs associated with the transfer of title. The 1987 Jaguar XJ owned by American Security Services, Inc. and the 1999 GMC Sierra extended cab leased by American Security Services, Inc., shall remain that company's sole and separate property, free and clear of any

interest of Respondent. Petitioner already has possession of the '87 Jaguar and '99 truck. Petitioner shall indemnify, defend and hold Respondent harmless for any obligations, taxes, license fees, or costs associated with the '87 Jaguar and '99 truck. Respondent's Jaguar is valued at \$4,500.00 and Petitioner's Jaguar is valued at \$4,000.00.

IT IS FURTHER ORDERED that Respondent is awarded the promissory note issued to Steve Howard during the marriage in the amount of \$10,500.00 as her sole and separate property, free and clear of any interest of Petitioner, which note is marital property.

IT IS THEREFORE ORDERED that Petitioner shall assume and pay all business-related liabilities and indebtedness, and indemnify, defend and hold Respondent harmless therefrom.

IT IS FURTHER ORDERED that any amounts unpaid under any temporary order are preserved and shall not merge into this Decree.

IT IS FURTHER ORDERED that Petitioner has already paid Respondent \$7,000.00 toward her attorney and expert fees in this case pursuant to temporary orders issued by this Court. No additional attorney fees or expert fees will be awarded, and each party will be responsible for paying their own attorney fees, expert fees and costs incurred in this case.


IT IS FURTHER ORDERED that Petitioner has paid temporary alimony at the rate of \$4,000.00 per month for 24 months for a total of \$96,000.00. Considering the circumstances, no permanent alimony will be awarded to either party, and Petitioner's temporary alimony obligation shall terminate on October 31, 2000, with no alimony obligation accruing thereafter.

IT IS THEREFORE ORDERED that the parties shall pay their own liabilities and indebtedness to the Internal Revenue Service and the Nebraska Department of Revenue on account of their personal income for 1999, and shall indemnify, defend and hold the other party harmless for any such liability or indebtedness..

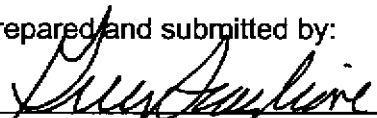


DATED this 17<sup>th</sup> day of January 2001.

BY THE COURT:

  
\_\_\_\_\_  
Robert V. Burkhard, District Court Judge

Prepared and submitted by:

  
\_\_\_\_\_  
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Attorneys for Petitioner.

Approved as to form and content:

\_\_\_\_\_  
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(402) 330-8800  
Attorneys for Respondent.

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DANIEL J. BISHOP,

Petitioner,

v.

GLADYS ROSE (DANIELLE) BISHOP,

Respondent.

DOC. 975

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RECEIPT

STATE OF CALIFORNIA

COUNTY OF Los Angeles

) ss.  
)

**FILED**  
IN DISTRICT COURT  
DOUGLAS COUNTY NEBRASKA

MAR 19 2001

RUDY J. TESAR  
CLERK DISTRICT COURT

The undersigned, Gladys Rose (Danielle) Bishop, being first duly sworn upon oath, state and depose as follows:

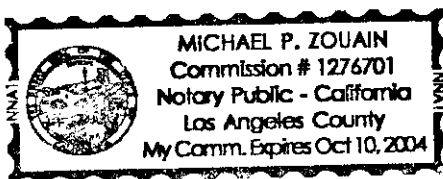
1: I, Gladys Rose (Danielle) Bishop, am the Respondent in the above-referenced case, and I testify to the facts stated herein pursuant to my personal knowledge.

2: I acknowledge receipt of payment from Petitioner, Daniel J. Bishop of \$200,000.00 in complete satisfaction of his obligation to pay \$200,000.00 pursuant to Respondent's election to accept a cash payment in lieu of any interest in The Maids International, Inc.

DATED this 14<sup>th</sup> day of March 2001.

Gladys Rose (Danielle) Bishop  
Gladys Rose (Danielle) Bishop, Respondent

SUBSCRIBED AND SWORN TO before me this 14 day of March 2001.



[Signature]  
Notary Public

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DANIEL J. BISHOP,

Petitioner,

vs.

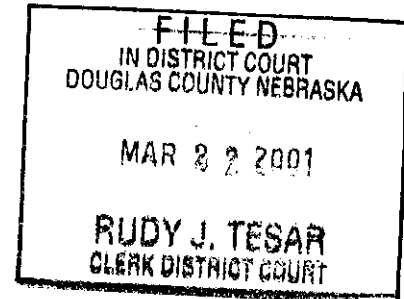
GLADYS ROSE (DANIELLE) BISHOP,

Respondent.

DOC. 975

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RECEIPT



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

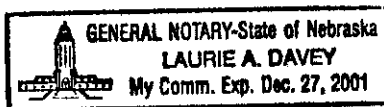
The undersigned, DANIEL J. BISHOP, being first duly sworn upon oath, state and depose as follows:

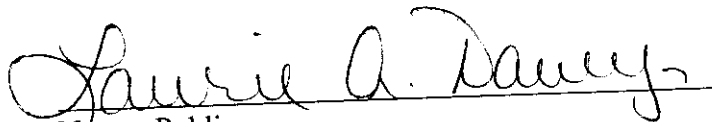
1. I, DANIEL J. BISHOP, am the Petitioner in the above-referenced case, and I testify to the facts stated herein pursuant to my personal knowledge.
2. I acknowledge receipt of the signed Irrevocable Stock Power, the Stock Certificate No. NV-5 for The Maids International, Inc., and the Stock Certificate No. V-5 for The Maids International, Inc., pursuant to the election of the Respondent as set out in the Decree of Dissolution of Marriage in the above-captioned cause of action.

DATED this 21 day of March, 2001.

  
DANIEL J. BISHOP, Petitioner

Subscribed and sworn to before me this 21 day of March, 2001.



  
Notary Public

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DANIEL J. BISHOP,

Petitioner,

v.

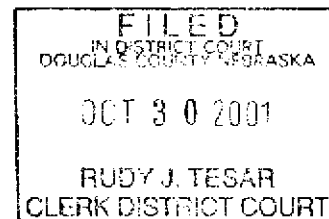
GLADYS ROSE (DANIELLE) BISHOP,

Respondent.

DOC. 975

PAGE 973

**RECEIPT, ACKNOWLEDGEMENT  
AND RELEASE OF LIENS**



STATE OF CALIFORNIA )

) ss.

COUNTY OF LOS ANGELES )

The undersigned, Gladys Rose (Danielle) Bishop, being first duly sworn upon oath, state and depose as follows:

1. I, Gladys Rose (Danielle) Bishop, am the Respondent in the above-referenced case, and I testify to the facts stated herein pursuant to my personal knowledge.

2. I acknowledge receipt of payment and consideration from Petitioner, Daniel J. Bishop of the remaining \$301,814.14 in complete and timely satisfaction of his obligations to pay Respondent the cash amounts awarded to Respondent on page 9 of the Decree of Dissolution of Marriage dated January 17, 2001 (the "Decree").

3. Petitioner and Respondent acknowledge that (a) they have timely and strictly complied with all of their obligations set forth in the Decree; (b) there remains nothing left for either party to do; and (c) neither party owes the other any amount or payment under any temporary order or the Decree. Notwithstanding anything to the contrary, the parties' obligations in the Decree (y) to indemnify, defend and hold the other harmless is identified on pages 5, 8,9 and 12 of the Decree and (z) to execute and deliver documents, remain in full force and effect.

4. Respondent hereby releases and cancels the lien specifically referenced on page 9 of the Decree as well as any judgment, equitable or marital lien which she had, has or may have with regard to any real or personal property the Petitioner, including without limitation Petitioner's real and personal property identified in the Decree. Respondent shall execute and deliver any documents as may be requested by Petitioner to convey any interest or to cancel and release any lien Respondent may have in and to Petitioner's real and personal property.

DATED this 26 day of October 2001.

Gladys Rose (Danielle) Bishop  
Gladys Rose (Danielle) Bishop, Respondent

SUBSCRIBED AND SWORN TO before me this 26 day of October 2001.



[Signature]  
Notary Public