

IN THE SUPREME COURT OF THE STATE OF NEVADA

FILED

INDICATE FULL CAPTION: )

MITCHELL DAVID STIPP, )

Appellant/Cross-Respondent, )

vs. )

CHRISTINA CALDERON-STIPP, )

Respondent/Cross-Appellant. )

No. 62299

DOCKETING STATEMENT  
CIVIL APPEALS

JAN 23 2013

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *h wilcap*  
DEPUTY CLERK

GENERAL INFORMATION

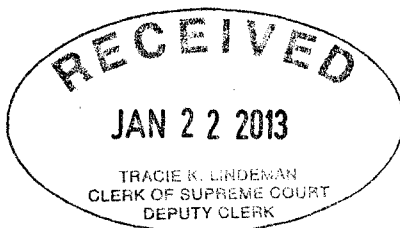
All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. Failure to attach documents as requested in this statement, completely fill out the statement, or to fail to file it in a timely manner, will constitute grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligation under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.



13-021118

1. Judicial District: Eighth

County: Clark

District Ct. Docket No. D-08-389203

Department: M

Judge: William S. Potter

**2. Attorney filing this docket statement:**

Attorney: Patricia L. Vaccarino, Esq.

Telephone: (702) 258-8007

Firm: Vaccarino Law Office

Address: 8861 W. Sahara Ave., Suite 210

Las Vegas, Nevada 89117

Client(s): Christina Calderon Stipp

**If this is a joint statement completed on behalf of multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.**

**3. Attorney(s) representing respondent(s):**

Attorney: Patricia L. Vaccarino, Esq.

Telephone: (702)258-8007

Firm: Vaccarino Law Office

Address: 8861 W. Sahara Ave., Suite 210

Las Vegas, Nevada 89117

Client(s): Christina Calderon-Stipp

Attorneys: Radford J. Smith, Esq. and

Telephone: (702) 990-6448

Mitchell D. Stipp, Esq. represent Appellant/Cross-Respondent Mitchell D. Stipp

Firm: RADFORD J. SMITH, CHARTERED

Address: 64 N. Pecos Rd., #700

7 Morning Sky Lane

Henderson, Nevada 89074

Las Vegas, Nevada 89135

Client(s): Mitchell D. Stipp

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |                                                      |                                                                               |
|------------------------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> Judgment after bench trial  | <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief                    |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Grant/Denial of injunction                           |
| <input type="checkbox"/> Summary judgment            | <input type="checkbox"/> Grant/Denial of declaratory relief                   |
| <input type="checkbox"/> Default judgment            | <input type="checkbox"/> Review of agency determination                       |
| <input type="checkbox"/> Dismissal                   | <input type="checkbox"/> Divorce decree:                                      |
| <input type="checkbox"/> Lack of jurisdiction        | <input type="checkbox"/> Original <input type="checkbox"/> Modification       |
| <input type="checkbox"/> Failure to state a claim    | <input checked="" type="checkbox"/> Other disposition (specify): Post-divorce |
| <input type="checkbox"/> Failure to prosecute        | Order and Judgment and Denial request                                         |
|                                                      | for Order to Show Cause                                                       |
| <input type="checkbox"/> Other (specify)             |                                                                               |

**5. Does this appeal raise issues concerning any of the following:**

- ☒ Child custody - Christina has cross-appealed concerning issues affecting her custodial rights and Mitchell's denial thereof.
- ☐ Venue
- ☐ Adoption

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Christina Calderon-Stipp v. Mitchell David Stipp - Nevada Supreme Court No. 57327 (pending)  
Mitchell David Stipp v. Christina Calderon-Stipp - Nevada Supreme Court No. 57876 (dismissed)  
MITCHELL FINALLY VOLUNTARILY DISMISSED THIS FRIVOLOUS APPEAL AFTER FORCING CHRISTINA TO EXPEND UNNECESSARY FEES AND COSTS.

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Christina Calderon-Stipp has recently filed an application to register her UIFSA case with the District Attorney's Office, Division of Welfare and Support Services of Department of Health and Human Services. The action is pending assignment of the case number and disposition of the child support review Judge Potter deferred, as he is allowed to do per Nevada and Federal law. However, Christina's file number for her action is UPI-095435200A.

8. **Nature of the action.** Briefly describe the nature of the action and the result below:

See attached sheet.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal:

- a. Did the Court err in NOT issuing and enforcing an Order to Show Cause against Mitchell when the undisputed facts clearly, AGAIN, revealed he was in contempt of specific Court Orders, when Mitchell conceded the violations and when Christina has no other remedies at law to enforce her contractual and legal rights?
- b. Did the Court err in granting Christina's requests for attorney's fees and costs pursuant to contractual provisions set forth in the Decree and Marital Settlement Agreement and the statutes, Rules and case law noted in Christina's Motion and Reply concerning the September 25, 2012 proceedings?
- c. Did the Court err in NOT fully enforcing the Court Orders, by utilizing the imposition of contempt of Court sanctions, especially in light of the current and previous proceedings?
- d. Did the Court err in failing to make findings that the Decree provides Christina is entitled to child support according to her having primary physical custody and Christina does have primary physical custody of the children as it relates to her child support review request?
- e. Did the Court deny Christina her legal and constitutional rights in refusing to, again, grant her request for an Order to Show Cause and allowing contempt hearings to proceed in order to make specific findings and issue sanctions upon the issue of Mitchell's repeated, contemptuous conduct?

10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket number and identify the same or similar issues raised:

Christina Calderon-Stipp v. Mitchell David Stipp - Nevada Supreme Court No. 57327 is currently pending on appeal. The similar issues pending in said appeal are:

- 1) Christina Calderon-Stipp's entitlement to attorney's fees and costs pursuant to case law and statutory and contractual authority;
- 2) Costly abuse and delay of process by Mitchell Stipp in this post-divorce custody and support case and the adverse effect resulting to minor children and innocent parents;
- 3) The need for Christina Calderon-Stipp to be clearly confirmed as the primary physical custodian of the minor children pursuant to facts and law to avoid further abuse of legal process and financial and emotional trauma caused by Mitchell and his frivolous, litigious actions.



11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

N/A xx Yes \_\_\_\_\_ No \_\_\_\_\_

If not, explain

12. **Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (on an attachment, identify the case(s)):

☒ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first-impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: The important issue of the public policy of Mitchell's, and similarly situated litigants, abusing District Court and Supreme Court process in filing frivolous claims and defenses exists in this case. Such conduct by Mitchell serves to harm the children and Christina.

13. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A  
Was it a bench or jury trial?

14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice? N/A

## TIMELINESS OF NOTICE OF APPEAL

**15. Date of entry of written judgment of order appealed from:** Attach a copy. If more than one judgment or order is appealed from, attach copies of each judgment or order from which an appeal is taken. November 9, 2012. See attachments.

(a) If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**16. Date written notice of entry of judgment or order served:** November 9, 2012. Attach a copy, including proof of service, for each order or judgment appealed from. See attachments.

(a) Was service by delivery \_\_\_\_\_ or by mail xx (specify).

**17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59) N/A**

(a) Specify the type of motion, and the date and method of service of the motion, and date of filing. N/A

NRCP 50(b) \_\_\_\_\_ Date of filing \_\_\_\_\_

NRCP 52(b) \_\_\_\_\_ Date of filing \_\_\_\_\_

NRCP 59 \_\_\_\_\_ Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

\_\_\_\_ Delivery

\_\_\_\_ Mail

**18. Date notice of appeal was filed:**

(a) If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Mitchell David Stipp filed a Notice of Appeal on December 6, 2012

Christina Calderon-Stipp filed a Notice of Cross-Appeal on December 19, 2012

**19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a), NRS 155.190, or other: NRAP 4(a).**

**SUBSTANTIVE APPEALABILITY**

**20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

NRAP 3A(b)(1) xx NRS 38.205 \_\_\_\_\_

NRAP 3A(b)(2) \_\_\_\_\_ NRS 233B.150 \_\_\_\_\_

NRAP 3A(b)(3) \_\_\_\_\_ NRS 703.376 \_\_\_\_\_

Other (specify) \_\_\_\_\_

Explain how each authority provides a basis for appeal from the judgment or order:

1) Mitchell David Stipp's Appeal lacks substantive appealability because the specific provision of the Order from which he appeals is interlocutory in nature. Further, Mitchell still has his due process rights preserved, as he may file an objection to the Hearing Master's Recommendations in the UIFSA case commenced by Christina Calderon Stipp. This objection would then be heard by Judge Potter. NRCP 53 and NRS 3.405 and NRS 125B.145 further support Judge Potter's order of deferring the child support review and requiring the dismissal of Mitchell's Appeal without further delay and cost.

2) The provisions of the relevant Order from which Christina cross-appeals are final judgments relating to Christina's legal entitlement for an Order to Show Cause to issue and be enforced against Mitchell and her entitlement to attorney's fees and costs pursuant to contract statute and caselaw.

**21. List all parties involved in the action in the district court:**

(a) Christina Calderon Stipp, Plaintiff  
Mitchell David Stipp, Defendant

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other: N/A

**22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims or third-party claims, and the date of formal disposition of each claim.**

Christina filed a post-divorce motion seeking post-judgment relief to include resolution of parent/child issues, that an Order to Show Cause issue and be enforced against Mitchell, for a child support review, for arrears, attorney's fees and costs. Mitchell filed a Countermotion also seeking a review of his child support obligation. The Court granted some of Christina's requests, denied some, and ordered the UIFSA Hearing Master to entertain both parties' requests to review the child support issue. See numbers 8 and 9 above for further clarification. The rulings concerning said claims are contained in the Order filed November 9, 2012.

**23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below:**

Yes\_\_\_\_No xx .

**24. If you answered "No" to the immediately previous question, complete the following:**

(a) Specify the claims remaining pending below:

(i) The issue of child support review is deferred pending the completion of UIFSA proceedings and any objection filed thereto.

(ii) Christina's request for Mitchell to divulge the current location where Christina may receive corporate tax returns previously ordered disclosed to Christina and her agents.

(b) Specify the parties remaining below:

Christina Calderon-Stipp  
Mitchell David Stipp

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b):

Yes \_\_\_\_\_ No xx **If Yes, attach a copy of the certification or order, including any notice of entry and proof of service.**

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:

Yes \_\_\_\_\_ No xx

**25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

While a provision of the certification order was never included in the Order prepared by Mitchell concerning Christina's issues raised in her Cross-Appeal, the orders made from which Christina appeals are clearly final and appealable determinations.

**26. Attach file-stamped copies of the following documents:**

- **The latest-filed complaint, counterclaims, cross-claims and third-party claims**  
See attached:
  - a) Christina's Motion filed August 20, 2012
  - b) Christina's Affidavit and Exhibits in Support of Motion
  - c) Mitchell's Opposition and Countermotion WITH EXHIBITS filed September 13, 2012
  - d) Christina's Reply brief filed September 18, 2012
  - e) Christina's Supplement to Mitchell's Motion and Reply filed September 25, 2012
  - f) Christina's Financial Disclosure Form filed August 29, 2012
  - g) Mitchell's Financial Disclosure Form filed September 14, 2012
- **Any tolling motion(s) and order(s) resolving tolling motions(s)**
- **Order or NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not an issue on appeal**
- **Any other order challenged on appeal**
- **Notices of entry for each attached order**
  - h) Orders filed November 4, 2010, January 25, 2011, and November 9, 2012 with Notices of Entry

## VERIFICATION

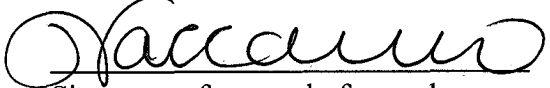
I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Christina Calderon Stipp  
Name of appellant

January 17, 2013  
Date

Clark County, Nevada  
State and county where signed

Patricia L. Vaccarino, Esq.  
Name of counsel of record

  
Signature of counsel of record

## CERTIFICATE OF SERVICE

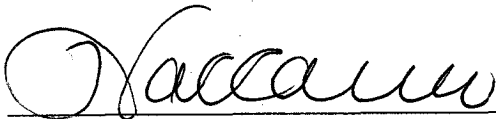
I certify that on the \_\_\_\_ day of January, 2013, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es):

Mitchell D. Stipp  
7 Morning Sky Lane  
Las Vegas, Nevada 89135

Dated this 18<sup>th</sup> day of January, 2013.

  
Signature

#8. A post-divorce action wherein Christina filed a Motion on August 20, 2012 after Mitchell refused mother and children any contact for 18 days, even by phone, in July 2012. Christina requested the following relief:

1. For an Order to Show Cause to issue and be enforced against Defendant, MITCHELL STIPP. CHRISTINA requested MITCH be ordered to show cause why he should not have been held in contempt of Court for violating Court Orders, Rules and abusing the Court process;
2. An Order directing all child custody exchanges be accomplished by the parent receiving custody retrieving the minor children, MIA STIPP, ("MIA"), age seven, and, ETHAN STIPP, ("ETHAN"), age five, at the other parent's residence utilizing the honk-and-seatbelt rule.
3. An Order reviewing MITCHELL's child support obligation, and, at minimum, increasing his child support obligation in conformity with NRS 125B and the parties' Decree and considering the consumer price index increase;
4. An Order granting CHRISTINA an arrears judgment for the children's healthcare insurance premiums paid for ten months;
5. An Order requiring MITCHELL to pay CHRISTINA one-half of the children's health insurance premiums (\$97.00) by no later than the 15<sup>th</sup> day of each month, without requiring CHRISTINA to tender any further documentation to MITCHELL. In the event the premium amount increases or decreases, CHRISTINA shall timely notify MITCHELL, in writing, of the change, and MITCHELL will thereafter be required to tender the new amount due by the 15<sup>th</sup> day of each month;
6. An Order requiring MITCHELL to confirm the location of the copies of his Corporate (Aquila) tax returns previously ordered to be disclosed to CHRISTINA, her accountant and her counsel so that the same can be properly assessed;
7. An Order awarding CHRISTINA no less than \$7,500.00 in attorney's fees, costs and sanctions; and,
8. Any further Orders the Court deems just and proper.

Judge Potter addressed and GRANTED Christina's requests that custody exchanges be clearly ordered, GRANTED Christina a child support arrears judgment for premiums due her and FLATLY REJECTED AND ADMONISHED Mitchell at the hearing concerning Mitchell's frivolous and repeated "offset" argument. The Court also granted Christina's request requiring Mitchell to pay his share of healthcare insurance premiums by a date certain each month as noted in item five (5) above.

Judge Potter strongly spoke to both parties and especially admonished Mitchell about his admitted acts of contempt and decision to utilize legal self-help claims of "offset." Yet, Judge Potter refused to issue and enforce an Order to Show Cause against Mitchell. Judge Potter did, however, reiterate in his order the expectation of compliance with all prior orders concerning coparenting, joint legal custody provisions, and "especially" telephonic communication.

Judge Potter failed to address Christina's request to have Mitchell confirm the location of Mitchell's corporate tax returns previously ordered to be disclosed to Christina.

Judge Potter failed to grant Christina attorney's fees and costs requested, despite the facts that (1) Mitchell conceded failing to comply with the orders, (2) Mitchell was assessed a child support arrears judgment, (3) Christina prevailed on most of her requests made in her Motion, and, (4) Christina has statutory and contractual rights to receive an attorney fee and cost judgment from Mitchell.

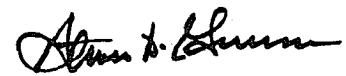
Judge Potter deferred any ruling upon the parties' competing requests to review child support, and directed both parties to file an action through the Family Support Division of the District Attorney's Office. The Court noted in its Order that "Either party may file the appropriate objections to the Findings of DAFS regarding the review of the child support if unsatisfied with the result."

Christina and her counsel maintain the child support issue is still pending a further decision by the Court, if necessary, upon objection, after either party proceeds through DAFS. Christina has followed the Court's Order and commenced a case with the District Attorney's Office, post the September 25, 2012 hearing.

Mitchell's Countermotions for (1) mediation of parenting issues was impliedly DENIED because Judge Potter enforced all previous custodial orders, (2) for a Restraining Order to prevent disclosure of financial information was impliedly DENIED, and (3) his request for attorney's fees and costs was properly DENIED. Mitchell's request for a child support review was deferred to DAFS as was Christina's request as noted above.



**ATTACHMENT (a) TO 26**



CLERK OF THE COURT

1 MOT  
2 PATRICIA L. VACCARINO, ESQ.  
3 Nevada Bar No. 005157  
4 VACCARINO LAW OFFICE  
5 8861 W. Sahara Ave., Suite 210  
6 Las Vegas, Nevada 89117  
7 (702) 258-8007  
8 Attorney for Plaintiff

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

8 CHRISTINA CALDERON STIPP,

9 Plaintiff,

10 vs.

11 MITCHELL DAVID STIPP,

12 Defendant.

CASE NO.: D-08-389203-Z  
DEPT. NO.: M

DATE OF HEARING: 09/25/2012  
TIME OF HEARING: 1:30 P.M.

13  
14 **MOTION FOR AN ORDER TO SHOW CAUSE TO ISSUE AND BE ENFORCED AGAINST**  
15 **DEFENDANT, TO COMPEL DEFENDANT'S COMPLIANCE WITH COURT ORDERS, TO**  
16 **REDUCE ARREARS DUE BY DEFENDANT TO JUDGMENT, TO REVIEW DEFENDANT'S**  
17 **CHILD SUPPORT OBLIGATION, FOR OTHER RELATED RELIEF AND FOR ATTORNEY**  
18 **FEES, COSTS AND SANCTIONS**

19 COMES NOW, Plaintiff, CHRISTINA CALDERON STIPP, ("CHRISTINA"), by and through  
20 her attorney of record, PATRICIA L. VACCARINO, ESQ. of the VACCARINO LAW OFFICE, and  
21 hereby submits her Motion, requesting the following relief:

- 22 1. For an Order to Show Cause to issue and be enforced against Defendant,  
23 MITCHELL STIPP, ("MITCH"). MITCH must be ordered to show cause why he  
24 should not be held in contempt of Court for violating Court Orders, Rules and  
25 abusing the Court process;
- 26 2. An Order directing all child custody exchanges be accomplished by the parent  
27 receiving custody retrieving the minor children, MIA STIPP, ("MIA"), age seven, and,  
28 ETHAN STIPP, ("ETHAN"), age five, at the other parent's residence utilizing the  
honk-and-seatbelt rule.
3. An Order reviewing MITCH's child support obligation, and, at minimum, increasing

his child support obligation in conformity with NRS 125B and the parties' Decree and considering the consumer price index increase;

4. An Order granting CHRISTINA an arrears judgment for the children's healthcare insurance premiums paid for ten months;
5. An Order requiring MITCH to pay CHRISTINA one-half of the children's health insurance premiums (\$97.00) by no later than the 15<sup>th</sup> day of each month, without requiring CHRISTINA to tender any further documentation to MITCH. In the event the premium amount increases or decreases, CHRISTINA shall timely notify MITCH, in writing, of the change, and MITCH will thereafter be required to tender the new amount due on the 15<sup>th</sup> day of each month;
6. An Order requiring MITCH to confirm the location of the copies of his Corporate (Aquila) tax returns previously ordered to be disclosed to CHRISTINA, her accountant and her counsel so that the same can be properly assessed;
7. An Order awarding CHRISTINA no less than \$7,500.00 in attorney's fees, costs and sanctions; and,
8. Any further Orders the Court deems just and proper.

This Motion is made and based upon the following Points and Authorities, CHRISTINA's Affidavit and Exhibits filed in support of this Motion, all pleadings and papers on file in this action and any argument to be made by undersigned counsel at the hearing in this matter.

DATED this 20<sup>th</sup> day of August, 2012.

VACCARINO LAW OFFICE



PATRICIA L. VACCARINO, ESQ.  
Nevada Bar No. 005157  
8861 W. Sahara Ave., Suite 210  
Las Vegas, Nevada 89117  
Attorney for Plaintiff,  
CHRISTINA CALDERON STIPP

1 **NOTICE OF MOTION**

2 TO: MITCH STIPP, Defendant, and co-counsel for Defendant; and,

3 TO: RADFORD J. SMITH, ESQ. , co-counsel for Defendant

4 PLEASE TAKE NOTICE that Plaintiff will bring the foregoing **MOTION FOR AN ORDER**  
5 **TO SHOW CAUSE TO ISSUE AND BE ENFORCED AGAINST DEFENDANT, TO COMPEL**  
6 **DEFENDANT'S COMPLIANCE WITH COURT ORDERS, TO REDUCE ARREARS DUE BY**  
7 **DEFENDANT TO JUDGMENT, TO REVIEW DEFENDANT'S CHILD SUPPORT OBLIGATION,**  
8 **FOR OTHER RELATED RELIEF AND FOR ATTORNEY FEES, COSTS AND SANCTIONS** on  
9 for hearing on September 25, 2012 at 1:30 p.m.  
10 in Department M.

11 DATED this 20<sup>th</sup> day August, 2012.

12 VACCARINO LAW OFFICE

13  
14 

15 PATRICIA L. VACCARINO, ESQ.  
16 Nevada Bar No. 005157  
17 8861 W. Sahara Ave., Suite 210  
18 Las Vegas, Nevada 89117  
19 Attorney for Plaintiff,  
20 CHRISTINA CALDERON STIPP  
21  
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POINTS AND AUTHORITIES

I.

**THIS COURT HAS JURISDICTION TO ENFORCE ITS ORDERS  
AND GRANT CHRISTINA'S MOTION**

In Mack-Manley v. Manley, 122 Nev. 849, 138 P.3d 525, Nev., July 20, 2006, the Supreme Court stated as follows:

This court has consistently explained that "a timely notice of appeal divests the district court of jurisdiction to act and vests jurisdiction in this court and that the point at which jurisdiction is transferred from the district court to this court must be clearly defined. Although, when an appeal is perfected, the district court is divested of jurisdiction to revisit issues that are pending before this court, the district court retains jurisdiction to enter orders on matters that are collateral to and independent from the appealed order, i.e., matters that in no way affect the appeal's merits.

See Rust v. Clark Cty. School District, 103 Nev. 686, 688, 747 P.2d 1380, 1382 (1987) and Smith v. Emery, 109 Nev. 737, 740, 856 P.2d 1386, 1388 (1993) and Huneycutt v. Huneycutt, 94 Nev. at 80, 575 P.2d at 585.

As held in Mack-Manley, although the District Court lacked jurisdiction to modify the custody arrangement under the divorce decree while the ex-wife's appeal from divorce decree was pending, it did have jurisdiction to consider the portion of the ex-husband's Motion concerning contempt. Thus, because the District Court had the power to enforce custody provisions pending appeal, that issue was collateral to the issues before the Appellate Court on appeal from the divorce decree.

It was further decided in Mack-Manley, an Order on which a judgment of contempt is based must be clear and unambiguous, and must spell out the details of compliance in clear, specific and unambiguous terms so that the person will readily know exactly what duties or obligations are imposed on him. In this case, the orders concerning MITCH's contempt are, indeed, clear and unambiguous.

Also, according to Mack-Manley, evidence supported the trial Court's finding that the ex-wife had advanced, in bad faith, allegations that the ex-husband had abused or neglected the children, such that the ex-wife would be held in contempt for violating the Court's custody Order

1 stating that neither party shall do anything which may estrange the children from the other parent  
2 or impair the natural development of the children's love and respect for the other parent. In this  
3 case, CHRISTINA also seeks contempt sanctions against MITCH for violation of the same order  
4 noted in Mack-Manley by the District and Supreme Courts of Nevada.

5 Based upon the above-referenced authority, the District Court has jurisdiction to rule upon  
6 all issues contained in CHRISTINA's Motion. In fact, CHRISTINA has addressed the exact same,  
7 important contempt issue contained in her Motion concerning MITCH's violations as did the ex-  
8 husband in Mack-Manley. Indeed, the Supreme Court found that, "Evidence supported the trial  
9 Court's finding that...ex-wife would be held in contempt for violating the Court's custody Order  
10 stating that neither party shall do anything which may estrange the children from the other parent  
11 or impair the natural development of the children's love and respect for the other parent."  
12 CHRISTINA submits this is the precise provision of Joint Legal Custody which MITCH is  
13 repeatedly violating by his malicious and unilateral conduct. MITCH's harmful and illegal conduct  
14 is evidenced in MITCH's order made to CHRISTINA that the child custody exchanges will now be  
15 accomplished at a small parking lot. MITCH's contempt is further evidenced by MITCH's refusal  
16 to allow contact between mother and the young children for almost three, consecutive weeks while  
17 he was "vacationing" with the children without providing proper notice nor an itinerary to  
18 CHRISTINA this past Summer and for years prior. This Court must now follow the mandates of  
19 Mack-Manley, and schedule an Order to Show Cause hearing. MITCH must be held in contempt  
20 and be held fully accountable for his numerous, wilful violations of Court Orders.

21 Indeed, this Court must enforce all Orders pending appeal by virtue of this Court's  
22 contempt powers. The enforcement issues contained in this Motion can be addressed by this  
23 Court pending appeal.

## 24 II.

### 25 AN ORDER TO SHOW CAUSE MUST ISSUE AND BE ENFORCED AGAINST MITCH

26 As CHRISTINA's Affidavit filed with this Motion reveals CHRISTINA seeks the Court's  
27 assistance in addressing MITCH's contemptuous actions and violations of Court Orders.  
28 CHRISTINA's Motion is filed only after making numerous, earnest efforts at settlement.

1 CHRISTINA seeks judicial intervention to address the following, ongoing violations by MITCH:  
2 (1) MITCH's continual refusal to provide the Court-ordered, 15-day advance written notice of  
3 out-of-state travel with MIA and ETHAN. See Minute Order dated January 19, 2012 and Order entered  
4 on January 20, 2012; (2) MITCH's refusal to provide detailed written itineraries of such travels as  
5 required by the parties' Decree/Marital Settlement Agreement ("MSA"), filed on March 6, 2008; (3)  
6 MITCH's refusal to provide proper and consistent telephonic communication between CHRISTINA and  
7 the children while in his care as required by our Decree/MSA, as well as the Stipulation and Order  
8 entered on August 7, 2009. Mitch is required to facilitate one daily phone call from MIA and ETHAN  
9 to CHRISTINA when in his care; (4) MITCH's refusal to reimburse CHRISTINA with his share of MIA  
10 and ETHAN's respective health insurance premiums for over ten (10) months as required by the  
11 Decree/MSA (this is MITCH's third, extended and wilful violation on this issue in three years); (5)  
12 Mitch's refusal to abide by the custodial schedule as required by the parties' Decree/MSA, which time  
13 schedule was modified by a Stipulation and Order, entered August 7, 2009, and Judge Sullivan's Order  
14 entered on November 10, 2010, and (6) MITCH's overall refusal to communicate and coparent with  
15 CHRISTINA to meet the needs of the children, and his numerous violations of principles of Joint Legal  
16 Custody, including conduct aimed at estranging the children from CHRISTINA and impairing the  
17 natural development of love and respect the children have for CHRISTINA.

18 CHRISTINA and her counsel have attempted to resolve all such issues directly with MITCH  
19 and his co-counsel for the past year and more. MITCH continually refuses CHRISTINA's attempts  
20 to resolve issues without Court intervention. See the 16 Exhibits filed in support of this Motion  
21 which verify CHRISTINA's valid claims with extensive offers of proof.

22 CHRISTINA has given even more effort for the past 15 months to coparent and cooperate  
23 with MITCH, hoping to avoid returning to Court. MITCH welcomes another appearance in Court,  
24 and wrote CHRISTINA that he was "saving" his "reasons" for his contempt for "Court"! MITCH is  
25 uninterested in coparenting and cooperating with CHRISTINA. MITCH ignores and defies Court  
26 orders. MITCH has not suffered any consequences for his contemptuous conduct in the past.  
27 Thus, MITCH has no reason to follow Court orders because the Orders are somehow repeatedly  
28 not enforced by contempt and sanctions. CHRISTINA and her counsel wonder how many

1 "strikes" the District Court will allow MITCH before calling him "out".

2 MITCH's control over Court Orders recently has become intolerable to CHRISTINA,  
3 because MITCH's conduct is increasingly aimed at harming the children and CHRISTINA's  
4 relationship with the children. Such conduct by MITCH is fully detailed in CHRISTINA's Affidavit.  
5 When MITCH has refused to allow the children to call CHRISTINA for one or two days while they  
6 have been in his care, CHRISTINA has tolerated the abuse and contempt of Court Orders.  
7 However, it was upsetting and inexcusable for CHRISTINA and not in the children's best interest  
8 when MITCH withheld the children's whereabouts from CHRISTINA, and did not allow her daily,  
9 Court-ordered telephone contact with the children for 18 days this past summer.

10 As CHRISTINA's Affidavit reveals, MITCH is constantly removing MIA and ETHAN from the  
11 state without any notice to CHRISTINA. As usual, MITCH does not provide CHRISTINA with the  
12 required 15 days written notice, nor does he provide CHRISTINA any itineraries for his frequent  
13 trips. The parties long ago agreed upon the specific, advance notice provision in the children's  
14 best interests to assist in ensuring their mutual scheduling of such trips to ensure MIA and  
15 ETHAN's healthy and happy adjustment. Judge Sullivan enforced the provision, and admonished  
16 MITCH to comply in 2009!

17 MITCH received a vacation period with MIA and ETHAN in July 2012, which period MITCH  
18 unilaterally extended without an agreement from CHRISTINA (See Exhibit "11"). MITCH refused  
19 to allow the children to contact their mother, even once, by phone for 18 days. CHRISTINA later  
20 learned upon receiving custody of the children that MITCH was attempting to hide his seriously,  
21 neglectful parenting of the children during his vacation. MITCH neglectfully left five year-old  
22 ETHAN alone in a line at a crowded wrestling event at the Mandalay Bay Event Center in early July  
23 2012. ETHAN became extremely frightened when his Dad "lost" him. ETHAN reported to his  
24 Mother that he was able to find someone who assisted ETHAN by escorting him to security and  
25 eventually reuniting ETHAN with his father. MITCH failed to disclose this traumatic incident  
26 experienced by ETHAN to CHRISTINA.

27 CHRISTINA and her counsel fully expect MITCH to distort the true facts of what occurred  
28 at the large event center with ETHAN. However, the point which does not change no matter what



1 "spin" MITCH places on his "story", is the fact that MITCH never divulged to ETHAN's mother  
2 any version of what happened to ETHAN during the upsetting and emotional experience at the  
3 large event center. CHRISTINA only discovered what happened to ETHAN when the children  
4 returned from their extended vacation with MITCH after two-and-one-half weeks. Again, it had  
5 been 18 days since MIA and ETHAN were even able to speak by phone with their mother. Upon  
6 returning to his mother, Ethan was constantly questioning CHRISTINA about being left alone by  
7 MITCH and getting lost. ETHAN repeatedly complained to his mother that his father "left" and  
8 "lost" him, and he was frightened and crying. ETHAN then begged CHRISTINA, on at least four  
9 occasions, to speak with his father to help avoid such a disturbing problem from ever again  
10 occurring. ETHAN has pleaded with CHRISTINA to ask MITCH not to ever leave him alone and  
11 lose him again. Of course, MITCH will not engage in any healthy dialogue with CHRISTINA on this  
12 and other issues affecting the children's welfare. Although CHRISTINA sent MITCH an E-mail on  
13 this and other subjects, MITCH has not responded. According to CHRISTINA's Affidavit and  
14 Exhibits filed in support of this Motion, MITCH has returned to blocking CHRISTINA as a sender  
15 to his E-mail mailbox. See Exhibit "10".

16 NRS 22.010 states as follows:

17 **Acts or omissions constituting contempts.**

18 The following acts or omissions shall be deemed contempts:

19 1. Disorderly, contemptuous or insolent behavior toward  
20 the judge while he is holding court, or engaged in his judicial  
21 duties at chambers, or toward masters or arbitrators while  
sitting on a reference or arbitration, or other judicial  
proceeding.

22 2. A breach of the peace, boisterous conduct or violent  
23 disturbance in the presence of the court, or in its immediate  
24 vicinity, tending to interrupt the due course of the trial or other  
judicial proceeding.

25 3. Disobedience or resistance to any lawful writ, order,  
rule or process issued by the court or judge at chambers.

26 4. Disobedience of a subpoena duly served, or refusing  
27 to be sworn or answer as a witness.

28 5. Rescuing any person or property in the custody of an  
officer by virtue of an order or process of such court or judge

1 at chambers.

2 6. Disobedience of the order or direction of the court  
3 made pending the trial of an action, in speaking to or in the  
4 presence of a juror concerning an action in which the juror has  
5 been impaneled to determine, or in any manner approaching  
6 or interfering with such juror with the intent to influence his  
7 verdict.

8 7. Abusing the process or proceedings of the court or  
9 falsely pretending to act under the authority of an order or  
10 process of the court.

11 MITCH also ignored Court Rules when he filed his Ex  
12 Parte Motion on April 20, 2011. MITCH did not serve  
13 CHRISTINA with this Motion.

14 EDCR 5.25 states as follows:  
15 Motions; contents; responses and replies.

16 (a) Rule 2.20 applies to motions and responses filed in the  
17 family division.

18 (b) Factual contentions involved in any family matter must be  
19 presented to the judge or master as provided in Rule 2.21. . .

20 A review of the extensive Court file in this matter reveals that MITCH has consistently  
21 ignored the orders of the Court and the provisions of Joint Legal Custody. However, MITCH has  
22 suffered zero consequences for his actions. This Court has warned MITCH when previously  
23 facing Motions for Contempt that he may face sanctions such as paying attorney's fees.  
24 CHRISTINA and her counsel respectfully urge this Court to fully enforce Chapters 18, 22, 125 and  
25 125B of Nevada Revised Statutes against MITCH. Such strict enforcement may relieve  
26 CHRISTINA of her need to repeatedly seek relief and help from the Court based upon MITCH's  
27 unreasonable and continuous violations of Orders. Of course, such a strict enforcement process  
28 will benefit the minor children who can have two parents following Court Orders, coparenting and  
avoiding the emotional and financial drain of divorce and parent/child litigation.

29 It is time that this Court send MITCH a strong message that his contemptuous conduct will  
30 no longer be tolerated. CHRISTINA listened to the Court's directive to give greater effort to  
31 resolve issues before coming before the Court again. CHRISTINA has tried for 15 months to do  
32 as the Court directed, while MITCH has ignored CHRISTINA and Court Orders. At the last  
33 hearing, this Court warned both parties to work together. Only CHRISTINA has attempted to  
34 coparent and CHRISTINA is complying with Court Orders. MITCH has now blocked CHRISTINA's

1 E-mails and ignores her phone calls and text messages as he deems fit over the past year.

2 MITCH has violated Court orders and Nevada Court Rules and Statutes. An Order to Show  
3 Cause must issue for MITCH to be sanctioned for contempt.

4 III.

5 **CHRISTINA IS ENTITLED TO A REVIEW OF CHILD SUPPORT AND AN ARREARS**  
6 **JUDGEMENT**

7 EDCR 5.32

8 **Motions for support; fees and allowances; affidavit of  
financial condition required.**

9 (a) Any motion for fees and allowances, temporary spousal  
10 support, child support, exclusive possession of a community  
11 residence, or any other matter involving the issue of money to  
12 be paid by a party must be accompanied by an affidavit of  
13 financial condition describing the financial condition and needs  
14 of the movant. The affidavit of financial condition must be  
15 prepared on a form approved by the court. An incomplete  
16 affidavit or the absence of the affidavit of financial condition  
17 may be construed as an admission that the motion is not  
18 meritorious and as cause for its denial. Attorney's fees and  
19 other sanctions may be awarded for an untimely, fraudulent, or  
20 incomplete filing.

21 (b) Any party opposing a motion for fees and allowances,  
22 temporary spousal support, child support, exclusive  
23 possession of the community residence, or any other matter  
24 involving the issue of money to be paid by a party must also  
25 submit an affidavit of financial condition describing the financial  
26 condition of that party at the time of the filing of the opposition  
27 or no later than 2 days before the date of hearing, whichever  
28 is earlier. The affidavit of financial condition must be prepared  
on a form approved by the court. The failure of a party  
opposing such motion to file an affidavit of financial condition  
may be construed as an admission that the opposing party has  
the resources to pay the amount requested by the moving  
party or has the resources to permit the other party to have  
exclusive possession of the marital residence. Attorney's fees  
and other sanctions may be awarded for an untimely,  
fraudulent or incomplete filing.

(c) Income of a successor spouse of a party must be listed in  
that party's affidavit of financial condition in the "other income"  
section of the affidavit. If any party resides with an adult person  
other than a spouse, that party's affidavit of financial condition  
must reflect the extent to which the cohabitant contributes to  
that party's expenses.

(d) An affidavit of financial condition may only be filed in open  
court with leave of the

1 judge upon a showing of excusable delay.

2 EDCR 5.33.

3 **Motions for judgment due to arrearages in periodic**  
4 **payments; schedule of arrearages required.**

5 In any case where a party alleges the other party is in  
6 arrears in payment of periodic child support, spousal support  
7 or any other periodic payment and requests relief by motion,  
8 that party shall file with the motion a schedule showing when  
9 each periodic payment was due and how much was paid, if  
any, on the due date, in addition to complying with the other  
requirements of these rules, including, but not limited to, Rule  
5.32. The schedule of arrearages must be prepared on a form  
approved by the court.

10 NRS 125B.140 states as follows:

11 **Enforcement of order for support.**

12 1. Except as otherwise provided in chapter 130 of NRS and  
13 NRS 125B.012:

14 (a) If an order issued by a court provides for payment for  
15 the support of a child, that order is a judgment by operation of  
16 law on or after the date a payment is due. Such a judgment  
may not be retroactively modified or adjusted and may be  
enforced in the same manner as other judgments of this state.

17 (b) Payments for the support of a child pursuant to an  
18 order of a court which have not accrued at the time either party  
19 gives notice that he has filed a motion for modification or  
20 adjustment may be modified or adjusted by the court upon a  
21 showing of changed circumstances, whether or not the court  
has expressly retained jurisdiction of the modification or  
adjustment.

22 2. Except as otherwise provided in subsection 3 and NRS  
23 125B.012, 125B.142 and 125B.144:

24 (a) Before execution for the enforcement of a judgment  
25 for the support of a child, the person seeking to enforce the  
26 judgment must send a notice by certified mail, restricted  
27 delivery, with return receipt requested, to the responsible  
parent:

28 (1) Specifying the name of the court that issued the order  
for support and the date of its issuance;

(2) Specifying the amount of arrearages accrued under  
the order;

(3) Stating that the arrearages will be enforced as a  
judgment; and

1 (4) Explaining that the responsible parent may, within 20  
2 days after the notice is sent, ask for a hearing before a court of  
3 this state concerning the amount of the arrearages.

4 (b) The matters to be adjudicated at such a hearing are  
5 limited to a determination of the amount of the arrearages and  
6 the jurisdiction of the court issuing the order. At the hearing, the  
7 court shall take evidence and determine the amount of the  
8 judgment and issue its order for that amount.

9 (c) The court shall determine and include in its order:

10 (1) Interest upon the arrearages at a rate established  
11 pursuant to NRS 99.040, from the time each amount became  
12 due; and

13 (2) A reasonable attorney's fee for the proceeding,  
14 unless the court finds that the responsible parent would  
15 experience an undue hardship if required to pay such amounts.  
16 Interest continues to accrue on the amount ordered until it is  
17 paid, and additional attorney's fees must be allowed if required  
18 for collection.

19 (d) The court shall include in its order the social security  
20 number of the responsible parent.

21 3. Subsection 2 does not apply to the enforcement of a  
22 judgment for arrearages if the amount of the judgment has  
23 been determined by any court.

24 NRCP 16.2 states in pertinent part as follows:

25 a) Required Disclosures.

26 (1) Financial Disclosure. In divorce, annulment or separate  
27 maintenance actions, a party must complete the court-approved  
28 Financial Disclosure Form. In custody matters between  
unmarried parties where paternity is established, a party must  
complete the cover sheet, the "personal income schedule" and  
the "business income/expense schedule" portions of the  
court-approved Financial Disclosure Form. A party must file and  
serve the completed Financial Disclosure Form no later than 45  
days after service of the summons and complaint.

(A) Failure to File or Serve. If a party fails to timely file or serve  
the financial disclosure form required by this rule, the court shall  
impose an appropriate sanction upon the party or the party's  
attorney, or both, unless the party establishes by clear and  
convincing evidence that there is good cause for the failure.  
After notice and a hearing, the court shall impose appropriate  
sanctions in regard to the failure(s) as are just, including the  
following:

(i) An order treating the party's failure as a contempt of court;

1 (ii) An order refusing to allow the disobedient party to support or  
2 oppose designated claims or defenses, or prohibiting that party  
from introducing designated matters in evidence; or

3 (iii) An order requiring the party failing to timely file or serve the  
4 disclosure to pay the opposing party's reasonable expenses,  
including attorney's fees and costs, caused by the failure.

5 (B) Failure to Include an Asset or Liability. If a party intentionally  
6 fails to include a material asset or liability in the party's financial  
disclosure form, the court, after notice and hearing, may impose  
7 an appropriate sanction, including but not limited to the following:

8 (i) An order awarding the omitted asset to the opposing party as  
his or her separate property or making another form of unequal  
9 division of community property;

10 (ii) An order treating the party's failure as a contempt of court; or

11 (iii) An order requiring the party failing to make the disclosure to  
12 pay the other party's or opposing party's reasonable expenses,  
including attorney's fees and costs, related to the omitted items.

13 ...

14 More than three years have past since child support was set and/or reviewed in this matter.  
15 MITCH's statutory child support obligation should be increased according to statute and, at least,  
16 based upon the Consumer Price Index increases. MITCH has also left his retired status, and has  
17 returned to working as an attorney. CHRISTINA believes MITCH will do everything in his power  
18 to avoid submitting a complete and accurate Financial Disclosure Form as required by the law  
19 referenced above. Indeed, due to MITCH's alleged "retired" status and then his status of returning  
20 to work, MITCH's overall, financial condition, not just his alleged employment status or income,  
21 is required to be disclosed and relevant to properly reviewing and setting his obligations for  
22 supporting the children. The parties' Decree mandates that MITCH's child support obligation  
23 should be set based upon the understanding that CHRISTINA is exercising primary physical  
24 custody. CHRISTINA is entitled to a review and increase in child support pursuant of NRS  
25 125B.070, NRS 125B.080 and also NRS 125B.145. Since MITCH has again forced CHRISTINA  
26 to bring his contemptuous conduct before the Court, she is also requesting that the Court review  
and increase MITCH's child support obligation at this time.

27 As the Schedule of Arrears filed with this Motion reveals, MITCH has failed to pay his share  
28 of the children's Court-ordered healthcare insurance premiums on and off for the past year. The

1 year before, MITCH played the same, unnecessary game with CHRISTINA by withholding \$97.00  
2 per month for CHRISTINA apparently for his "sport". CHRISTINA is entitled to a judgment for the  
3 total sum requested, including statutory interest and penalties because the obligation due  
4 CHRISTINA is a child support obligation. MITCH has the means to immediately pay CHRISTINA  
5 the sums due to her. This Court must order that MITCH pay CHRISTINA her judgment and an  
6 award of fees, costs and sanctions within seven days of the hearing or face an Order to Show  
7 Cause, sanctions and potential jail time. If MITCH again violates the Orders of this Court, stricter  
8 sanctions must issue with each contempt citation.

9 IV.

10 **CHRISTINA IS ENTITLED TO AN AWARD OF ATTORNEY'S FEES**  
11 **COSTS AND SANCTIONS**

12 NRS 18.010 states as follows:

13 **Award of attorney's fees.**

14 1. The compensation of an attorney and counselor for his or  
15 her services is governed by agreement, express or implied,  
16 which is not restrained by law.

17 2. In addition to the cases where an allowance is authorized by  
18 specific statute, the court may make an allowance of attorney's  
19 fees to a prevailing party:

20 (a) When the prevailing party has not recovered more than  
21 \$20,000; or

22 (b) Without regard to the recovery sought, when the court finds  
23 that the claim, counterclaim, cross-claim or third-party  
24 complaint or defense of the opposing party was brought or  
25 maintained without reasonable ground or to harass the  
26 prevailing party. The court shall liberally construe the  
27 provisions of this paragraph in favor of awarding attorney's  
28 fees in all appropriate situations. **It is the intent of the  
Legislature that the court award attorney's fees pursuant  
to this paragraph and impose sanctions pursuant to Rule  
11 of the Nevada Rules of Civil Procedure in all  
appropriate situations to punish for and deter frivolous or  
vexatious claims and defenses because such claims and  
defenses overburden limited judicial resources, hinder the  
timely resolution of meritorious claims and increase the  
costs of engaging in business and providing professional  
services to the public. [Emphasis added.]**

3. In awarding attorney's fees, the court may pronounce its  
decision on the fees at the conclusion of the trial or special  
proceeding without written motion and with or without

1 presentation of additional evidence.

2 4. Subsections 2 and 3 do not apply

3 EDCR 7.60 states as follows:

4 **Sanctions.**

5 (a) If without just excuse or because of failure to give  
6 reasonable attention to the matter, no appearance is made on  
7 behalf of a party on the call of a calendar, at the time set for the  
8 hearing of any matter, at a pre-trial conference, or on the date  
9 of trial, the court may order any one or more of the following:

10 (1) Payment by the delinquent attorney or party of costs,  
11 in such amount as the court may fix, to the clerk or to the  
12 adverse party.

13 (2) Payment by the delinquent attorney or party of the  
14 reasonable expenses, including attorney's fees, to any  
15 aggrieved party.

16 (3) Dismissal of the complaint, cross-claim, counter-claim  
17 or motion or the striking of the answer and entry of judgment by  
18 default, or the granting of the motion.

19 (4) Any other action it deems appropriate, including,  
20 without limitation, imposition of fines.

21 (b) The court may, after notice and an opportunity to be  
22 heard, impose upon an attorney or a party any and all sanctions  
23 which may, under the facts of the case, be reasonable,  
24 including the imposition of fines, costs or attorney's fees when  
25 an attorney or a party without just cause:

26 (1) Presents to the court a motion or an opposition to a  
27 motion which is obviously frivolous, unnecessary or  
28 unwarranted.

(2) Fails to prepare for a presentation.

29 (3) **So multiplies the proceedings in a case as to**  
30 **increase costs unreasonably and vexatiously.**

31 (4) Fails or refuses to comply with these rules.

32 (5) Fails or refuses to comply with any order of a judge of  
33 the court.

34 [Emphasis added]

35 CHRISTINA has acted in good faith. CHRISTINA has followed the Court's directives and  
36 Orders. MITCH has acted in bad faith, and has told CHRISTINA he will not explain his contempt  
37 violations to her, but to the Court as soon as CHRISTINA files her Motion. Of course, MITCH has  
38 not filed a Motion explaining his reasoning and seeking to modify valid, Court orders. MITCH  
39 simply violates orders and renders his own orders in this case, defying CHRISTINA to file a  
40 Contempt Motion against him. MITCH has ignored simple and common Court Orders, which have



1 caused much stress for the children and for CHRISTINA.

2 Pursuant to Brunzell v. Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d 31 (1969),  
3 when Courts determine the appropriate fee to award in civil cases, they must consider various  
4 factors, including the qualities of the advocate, the character and difficulty of the work performed,  
5 the work actually performed by the attorney, and the result obtained. Indeed, CHRISTINA is  
6 entitled to all of her fees and costs incurred, plus a monetary, attorney fee sanction to attempt to  
7 deter MITCH's conduct. The parties' MSA also contractually guarantees CHRISTINA and award  
8 of all her attorney's fees and costs.

9 The Nevada Supreme Court has held that an award of post-divorce fees and costs is  
10 discretionary with the District Court. The Supreme Court relied upon NRS 18.050 as well as  
11 Ormachea v. Ormachea, 67 Nev. 273, 301, 271 P.2d 355 (1950), in reaching this holding. These  
12 actions were deemed to be equitable actions, and subject to discretionary assessment of costs.

13 Further, in Halbrook v. Halbrook, 971 P.2d 1262, 114 Nev. 1455 (1998), the Supreme Court  
14 stated that this Court has jurisdiction to award post-divorce attorney's fees to a party. Clearly, in  
15 this matter, CHRISTINA is entitled to fees and costs pursuant to the above-referenced authority  
16 and the facts of this case.

17 CHRISTINA must be awarded a total, minimum of \$7,500.00 in attorney's fees, costs and  
18 sanctions for being forced to file her Motion. MITCH must be sanctioned for his wilful violations  
19 and abuse of the Court's process. Undoubtedly, MITCH will, as his own attorney, fight each and  
20 every issue to his fullest extent, despite how weak or absurd his defenses may appear to a more  
21 objective-minded person. Undoubtedly, MITCH will have many excuses of why he somehow  
22 believes his contempt, self-help and legal maneuvering is justified. Thus, CHRISTINA reserves  
23 the right to seek an additional fee award after reviewing and responding to the treacherous amount  
24 of documentation and unnecessary, legal maneuvering she expects to receive from MITCH.

25 ...

26 ...

27 ...

28

V.

**CONCLUSION**

For all the foregoing reasons, CHRISTINA respectfully requests that her Motion be granted in its entirety. CHRISTINA should receive no less than \$7,500.00 as an award of attorney's fees, costs and sanctions, reserving the right to ask for a larger amount in her Reply should MITCH attempt to further abuse the Court process in his response to CHRISTINA's Motion. MITCH has acted wrongfully, contemptuously and with disregard for the Court's clear Orders. This Court must now and moving forward truly preserve the integrity of Court Orders and the Court process.

DATED this 20<sup>th</sup> day of August, 2012.

Respectfully submitted by:

VACCARINO LAW OFFICE



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Attorney for Plaintiff,  
CHRISTINA CALDERON STIPP

MOFI

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

CHRISTINA (AUGUST) SHIP

Plaintiff/Petitioner

-VS-

MICHAEL SHIP

Defendant/Respondent

CASE NO. D-18-38207-2

DEPT. M

FAMILY COURT MOTION/OPPOSITION  
FEE INFORMATION SHEET (NRS 19.0312)

Party Filing Motion/Opposition: ☒ Plaintiff/Petitioner ☐ Defendant/Respondent

MOTION FOR/OPPOSITION TO Ans Order to Show Cause to Re-Open Decree

Notice

Motions and Oppositions to  
Motions filed after entry of  
final Decree or Judgment  
(pursuant to NRS 125,  
125B & 125C)  
are subject to the Re-open  
Filing Fee of \$25.00, unless  
specifically excluded.  
(See NRS 19.0312)

Excluded Motions/Oppositions

- ☐ Motions filed before final Divorce/Custody Decree entered  
(Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (Within 10 days of Decree)  
Date of Last Order \_\_\_\_\_
- ☐ Request for New Trial (Within 10 days of Decree)  
Date of Last Order \_\_\_\_\_
- ☐ Other Excluded Motion \_\_\_\_\_  
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee **MUST** be paid.

☒ Motion/Opp IS subject to \$25.00 filing fee ☐ Motion/Opp IS NOT subject to filing fee

Date: AUG 28, 20 12

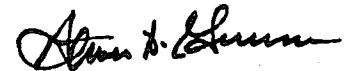
PATRICIA L. VACCARINO, ESQ.

Printed Name of Preparer

Patricia L. Vaccarino

Signature of Preparer

**ATTACHMENT (b) TO 26**



CLERK OF THE COURT

1 AFFD  
2 PATRICIA L. VACCARINO, ESQ.  
3 Nevada Bar No. 005157  
4 VACCARINO LAW OFFICE  
5 8861 W. Sahara Ave., Suite 210  
6 Las Vegas, Nevada 89117  
7 (702) 258-8007  
8 Attorney for Plaintiff

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

9 CHRISTINA CALDERON STIPP,

Plaintiff,

vs.

10 MITCHELL DAVID STIPP,

Defendant.

CASE NO.: D-08-389203-Z  
DEPT. NO.: M

DATE OF HEARING:  
TIME OF HEARING:

13 AFFIDAVIT AND EXHIBITS IN SUPPORT OF MOTION FOR AN ORDER TO SHOW  
14 CAUSE TO ISSUE AND BE ENFORCED AGAINST DEFENDANT, TO COMPEL  
15 DEFENDANT'S COMPLIANCE WITH COURT ORDERS, TO REDUCE ARREARS DUE BY  
16 DEFENDANT TO JUDGMENT, TO REVIEW DEFENDANT'S CHILD SUPPORT  
17 OBLIGATION, FOR OTHER RELATED RELIEF AND FOR ATTORNEY FEES, COSTS AND  
18 SANCTIONS

19 COMES NOW, Plaintiff, CHRISTINA CALDERON STIPP, ("CHRISTINA"), by and through  
20 her attorney of record, PATRICIA L. VACCARINO, ESQ. of the VACCARINO LAW OFFICE, and  
21 hereby submits her Affidavit and Exhibits in Support of her Motion for an Order to Show Cause  
22 to Issue and Be Enforced Against Defendant, to Compel Defendant's Compliance with Court  
23 Orders, to Reduce Arrears Due by Defendant to Judgment, to Review Defendant's Child Support  
24 Obligation, for Other Related Relief and for Attorney Fees, Costs and Sanctions.

25 DATED this 20<sup>th</sup> day August, 2012.

VACCARINO LAW OFFICE



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CHRISTINA CALDERON STIPP

AFFIDAVIT OF CHRISTINA CALDERON STIPP

STATE OF NEVADA        }  
COUNTY OF CLARK        }ss.  
                                  )

CHRISTINA CALDERON STIPP, being first duly sworn on oath, states as follows:

1. That I am the Plaintiff in the above-entitled action. That I have read the foregoing motion, including the points and authorities and the attached Exhibits. The facts set forth are true and correct to the best of my knowledge.

2. Defendant, Mitch Stipp, ("Mitch"), and I entered into a Marital Settlement Agreement ("MSA") on February 20, 2008. The Court entered our Decree of Divorce, ("Decree"), and MSA on May 2, 2008. The Decree fully incorporates the terms of our MSA.

3. Since our Decree of Divorce and MSA were filed, over four years ago, until today, Mitch has repeatedly evidenced his adamant refusal to cooperatively coparent our two minor children, Mia (now age 7) and Ethan (now age 5), with me. Also, Mitch has filed repeated Motions, not supported in fact, nor law, each time seeking to increase the timeshare he had recently agreed upon. A brief and simple chronology of Mitch's costly, legal maneuvering since twice "settling" our custodial schedules is as follows.

4. On February 20, 2008, our MSA was signed. Mitch AGREED to receive custody of the children on Friday at 6:00 p.m. until Sunday at 6:00 p.m. on the second through the fifth weeks of the month, essentially six days, or 20% of each month. I was awarded the balance of custodial time each month. I had the "option" to receive custody the first weekend of every month, with three days prior notice. I exercised this option almost every month. We each received two weeks per year vacation, plus alternating holiday weekends. We also split Thanksgiving break and Christmas Eve/Christmas Day into two, equal periods. When I received holiday weekends, Mitch actually had less than 20% of custodial time each month.

5. On December 17, 2008, my attorney at the time, James J. Jimmerson, Esq. sought to declare me "De Jure Primary Physical Custodian", and to enforce the Decree concerning outstanding healthcare bills Mitch owed me and our verbal, private school agreement. Mitch countered with his first frivolous Countermotion for more custodial time. Mitch wrongly contended we were joint

1 custodians because we called ourselves "joint" in the MSA. The Court held a hearing on February 24,  
2 2009. Judge Sullivan denied all Motions concerning Mitch's request for additional custodial time and  
3 my request for a proper, legal definition of our actual timeshare. Mitch and his counsel stipulated to  
4 pay the children's medical bills due me.

5 6. On June 4, 2009, a hearing upon Mitch's frivolous Motion for Reconsideration was  
6 scheduled. Judge Sullivan referred us to mediation. Somehow, the matter was scheduled for an  
7 October 2009 evidentiary hearing in the event mediation failed.

8 7. On July 8, 2009, Mitch and I mediated with the Family Mediation Center. We agreed  
9 Mitch would receive four more custodial days per month, in exchange for my request for daily  
10 telephone contact with our children, and a right of first refusal. These were important issues to me.  
11 Mitch's additional time with the children was to take place during the first week of each month from  
12 Wednesday at 6:00 p.m. to Friday at 6:00 p.m. if I elected to take the first weekend of each month.  
13 Mitch's second and fourth weekends of each month would now commence on Thursdays at 6:00 p.m.  
14 instead of Fridays at 6:00 p.m. The Court entered the Stipulation and Order on August 7, 2009. The  
15 holiday timeshare and vacations remained the same. Now, Mitch received approximately 25% to 30%  
16 of custodial time with the children each month.

17 8. Less than ten weeks later, Mitch filed his third motion, in a nine-month period, to modify  
18 our custodial schedule. Each "settlement" we reached soon ended in more litigation instigated by  
19 Mitch to get more custodial time. Mitch based his frivolous motion on false claims of emotional abuse.  
20 Mitch wrongfully alleged I was perpetrating on Mia. The Court-ordered custodial evaluator, Dr. John  
21 Paglini, found that Mitch's accusations that I emotionally abused Mia had no merit. Judge Sullivan  
22 never proceeded with an evidentiary hearing.

23 9. After entertaining only arguments since October 2009 and after taking the matter under  
24 advisement on May 6, 2010 for a LONG SIX MONTHS, and without accepting any evidence, in  
25 November 2010, Judge Sullivan issued a decision. Judge Sullivan improperly allowed Mitch additional  
26 custodial time commencing Friday at 9:00 a.m. on the third week of the month, nine additional hours  
27 each month, unless I receive vacation or other holiday time on such a Friday. Yet, Mitch still does not  
28 have the requisite time, nor duties to "label" him a joint physical custodian.

1           10.     Since our separation, Mitch has refused to properly coparent and cooperate with me.  
2     Mitch has repeatedly violated numerous Orders. Mitch has even recently refused to allow me any  
3     telephone contact with our children for 18, consecutive days. Mitch refuses to coparent and will not  
4     cooperate in selecting extra-curricular activities for the children's schools, healthcare providers or even  
5     to cooperatively address simpler health, educational and activity issues.

6           11.     A review of the Court's record will reveal that Mitch has a history of disregarding Court  
7     Orders with absolute impunity. Mia and Ethan, and my relationship with them, are suffering due to  
8     Mitch's continued wrongful conduct. Mitch has received zero consequences for ignoring Court Orders,  
9     although I have filed many valid requests for an Order to Show Cause to issue and the Court Orders  
10    be enforced. The last three times I appeared in District Court, Mitch received warnings and threats  
11    only about fee awards, that "could" issue in our case. I implore this Court to remedy this travesty by  
12    immediately and effectively enforcing our existing Court Orders and by imposing all consequences  
13    allowed under the law upon Mitch for his repeated and contemptuous violations of Court Orders.

14          12.     I fear Mitch is obsessed with harassing me with and through this litigation. Mitch also  
15    harasses and disturbs me by refusing to freely share information about our children and cooperate  
16    concerning joint legal issues such as scheduling activities, travel, educational and healthcare matters  
17    and even activities.

18          13.     Our children's young ages and developmental stages demand even more open,  
19    consistent and cooperative communication. Such communication will be necessary throughout the  
20    children's minority. Yet, for nearly the entirety of Ethan's and Mia's young lives, they have been  
21    deprived of a happy and peaceful childhood because Mitch must control me and this case by reneging  
22    upon valid and enforceable orders. This summer, Mitch dictated more of his own Court Orders by  
23    forcing me to exchange our children in a parking lot near his home. Mitch also has, at times, blocked  
24    all of my access to his E-mail accounts, and rarely, if ever, answers phone calls from me.

25          14.     Notwithstanding Mitch's relentless and ongoing violations of Court Orders and general  
26    requirements of joint legal custody, it has been fifteen (15) months since we have last appeared in  
27    Family Court on a contested matter. This respite from the litigation over Mitch's contemptuous conduct  
28    and refusal to coparent and cooperate is only due to my efforts to resolve Mitch's continuing conflict



1 with him directly and to avoid filing with the Court. Unfortunately, this means I must give Mitch his way  
2 until the Court intervenes. My one-year surrender of attempts to petition the Court to enforce lawful  
3 Orders has been the only way to limit the destructive toll that the extensive litigation has already taken  
4 on our families, especially our children. However, I cannot further tolerate Mitch's abusive conduct and  
5 the adverse effect upon our family.

6 15. I have requested, on multiple occasions in the past fifteen (15) months, that Mitch and  
7 I meet, in mediation, to resolve our outstanding issues he has created. Mitch continues to deny my  
8 requests. I have tolerated Mitch's abuse of me and the Court process. However, Mitch's violations  
9 and refusal to coparent and his using the children to hurt me are increasing in both frequency and  
10 severity, to the detriment of the health and well-being of Mia and Ethan, as well as my relationship with  
11 them.

12 16. Specifically, my current Motion seeks judicial intervention to address the following  
13 ongoing violations by Mitch: (1) Mitch's continual refusal to provide the Court-ordered, 15-day advance  
14 written notice of out-of-state travel with Mia and Ethan. See Order entered on January 20, 2012  
15 attached as Exhibit "1"; (2) Mitch's refusal to provide detailed written itineraries of such travels as  
16 required by our Decree/MSA, filed on March 6, 2008; (3) Mitch's refusal to provide proper and  
17 consistent telephonic communication between me and the children while in his care as required by our  
18 Decree/MSA, as well as our Stipulation and Order, entered on August 7, 2009. Mitch is required to  
19 facilitate one daily phone call from Mia and Ethan to me when in his care; (4) Mitch's refusal to  
20 reimburse me with his share of Mia and Ethan's respective health insurance premiums for over ten (10)  
21 months now as required by our Decree/MSA (this is Mitch's third, extended wilful violation on this issue  
22 in three years); (5) Mitch's refusal to abide by his custodial schedule as required by our Decree/MSA,  
23 which time schedule was modified by our Stipulation and Order, entered August 7, 2009, and the  
24 Court's Order entered on November 10, 2010; and (6) Mitch's overall refusal to communicate and  
25 coparent with me to meet the needs of our children, which are numerous violations of principles of Joint  
26 Legal Custody.

27 17. Mitch has a chronic history of failing to coparent and comply with Court Orders. Mitch  
28 refuses to simply provide advance, written notice and itineraries regarding out-of-state travels with Mia

1 and Ethan from the time of our divorce in 2008 to the present. Numerous attorneys with which I have  
2 consulted have explained that such Orders of Joint Legal Custody are standard and simply a matter  
3 of common courtesy and respect. This Court must understand the chronic nature of Mitch's refusal to  
4 coparent, let alone be respectful to the mother of his children, to the serious detriment of Mia and  
5 Ethan. Mitch refuses to provide me with basic Joint Legal Custody information concerning the well-  
6 being of our children. I am confident that Mitch believes the District Court will not act upon my valid  
7 Motion pending appeal.

8 18. In June 2008 and in December 2008, Mitch took Mia and Ethan out of state, with no  
9 advance notice and no itinerary identifying the address of his travel destination or phone number where  
10 the children could be reached, as required by the MSA. Although Ethan was quite ill with bronchitis for  
11 one trip, Mitch refused to respond to several E-mails that I sent him inquiring as to the health and well-  
12 being of our children. This cruel withholding of phone contact between our children and their mother,  
13 especially at their young ages, is contemptuous but also upsetting to the children and me.

14 19. On February 24, 2009, at our first post-divorce hearing, Mitch's above-mentioned  
15 coparenting failures regarding travel were addressed in Court. Judge Sullivan specifically admonished  
16 Mitch that, "If you're going out of town, give her an itinerary. It's common courtesy." See Video  
17 Transcript, February 24, 2009 Hearing, at 15:08:54 and 15:10:59. The requirement was already  
18 ordered in the MSA at I., 1.1 (c). The Order was further clarified in the District Court's Order, entered  
19 January 20, 2012. See Exhibit "1". Our intent was meant to ensure our children's healthy development  
20 and mutual scheduling of trips with our children in the best interest to travel out-of-state with the children  
21 at least 15-days in advance, and in writing. Despite the MSA's clear language, and Judge  
22 Sullivan's admonition, following the February 2009 hearing, Mitch continued to violate the MSA by  
23 traveling with Mia and Ethan without providing me notice or itineraries for travel. Of course, I rarely, if  
24 ever was allowed to talk to our children during the trips.

25 20. On March 13, 2009, Mitch took the children to Disneyland, again, without prior notice to  
26 me and without the required itinerary providing details of his intended travel destination. While Mitch  
27 utilizes much of his custodial time to go to "Disneyland," I have been and continue to be the parent to  
28 provide and ensure, most of the weeks of each month, their health and welfare. See Exhibit "2"

1 attached, which is a chronology of healthcare appointments for Mia and Ethan, almost all scheduled  
2 and attended by me. Mitch has only attended three of 52 doctor appointments for our children in the  
3 past three years and I have attended 50. I am the parent who primarily tends to most of the children's  
4 basic and other true needs.

5 21. Mitch has even lied to me and the Court about his excessive travel with the children  
6 including an April 2009 trip to Utah. At one point, I believed Mitch changed his residence to another  
7 state because of his extensive travels with and without our children and public records revealed he  
8 obtained a driver's license in another state in 2010.

9 22. At the June 4, 2009 hearing upon Mitch's Motion for Reconsideration of Judge Sullivan's  
10 denial of Mitch's countermotion to modify custody, Judge Sullivan addressed Mitch's April 2009 trip.  
11 Judge Sullivan issued both parents an Order requiring either party to let the other know, 15-days in  
12 advance, and in writing, of intent to travel with the children out-of-state. Judge Sullivan ordered that  
13 the Minute Order would suffice as the Order of the Court. See Minute Order, attached hereto as Exhibit  
14 "3".

15 23. Furious at the issuance of Judge Sullivan's Order, on June 25, 2009, Mitch unleashed  
16 a nasty E-mail upon my former attorney, Shawn Goldstein, in which Mitch expressly acknowledged the  
17 validity and enforceability of the Minute Order. See Exhibit "4". On June 26, 2009, Mitch sent me  
18 another E-mail acknowledging the Order and expressing his belief that the Order could not be waived  
19 by either one of us. See Exhibit "5".

20 24. Mitch is fully aware of the required, 15-day notice concerning travel with our children. I  
21 do not understand why Mitch will not provide me the agreed-upon and Court-ordered notice. Yet, Mitch  
22 usually refuses to provide any advance notice of travel. Mitch, the Court and I have been clear  
23 concerning the notification requirement for travel since June 2009. Yet, on June 23, 2011, just last  
24 summer, Mitch again chose to willfully violate the Court's Order. Mitch also lied to me about where he  
25 was staying when providing me a few hours notice of his intent to travel again with our children.

26 25. There is no reason for Mitch to repeatedly violate Court Orders and/or provide me a  
27 bogus itinerary. Following his June 2011 trip, Mitch informed me that Judge Sullivan's Minute Order  
28 was not valid, as it was not "officially" entered as an Order of the Court. In December 2011, Mitch

1 again traveled out of State with Mia and Ethan without the required, advance notice. Once again, Mitch  
2 was abusing Court process and making his own Orders. Thereafter, my attorney and I ensured a  
3 proper, formal order was entered, hoping that maybe Mitch would comply. See Order filed on January  
4 20, 2012 and attached as Exhibit "1". Often, Mitch and his co-counsel write letters to Judge Potter  
5 instead of properly submitting correct orders or filing a Motion with the Court to address an issue.

6 26. Incredibly and notwithstanding the entry of the Order on January 20, 2012 stemming from  
7 the 2009 Order, in the last two months, Mitch has repeatedly and wilfully violated Court orders. Mitch  
8 has not provided proper notice of travel out-of-state, and has also failed to provide me with any  
9 itineraries of the extensive, multiple out-of-state trips he has undertaken with Mia and Ethan in June  
10 and July 2012.

11 27. Mitch also refuses to abide by the exchange times ordered. On the weekend of June  
12 8-10, 2012, Mitch had custodial time with Mia and Ethan. Mitch contacted me via E-mail on June 10,  
13 2012, a custodial exchange date. Mitch informed me in the E-mail that he was going to be one and  
14 one-half hours late to exchange the children. Mitch provided an excuse for his tardiness, claiming that  
15 due to his camping trip he would be delayed. Previously, in March 2012, Mitch dictated that we begin  
16 to exchange our children at a parking lot. See Exhibit "6".

17 28. Mitch and I are required communicate via E-mail on parent/child issues. After his trip  
18 with the children to Utah in June 2012, I E-mailed Mitch. I questioned Mitch about why he still refuses  
19 to provide me with any required out-of-state travel notification and information when traveling with the  
20 children outside of Nevada. On that weekend Mitch purposefully caused a delay in exchanging the  
21 children. Mitch has delayed our custodial exchanges on many other occasions without proper, advance  
22 notice of travel or other "plans" he has made which intentionally interfere with my custodial time.

23 29. I soon realized my E-mail response to Mitch could not be delivered to Mitch due to Mitch's  
24 actions in deliberately blocking my E-mails from him for several months in 2012. During the months  
25 of April through June 2012, Mitch had begun to block my E-mails to him. See Exhibit "7". Although he  
26 could freely send me E-mails, whenever I would send Mitch an E-mail or reply to his E-mails, they  
27 would be returned as "returned mail: user unknown." See Exhibit "7". Initially, Mitch blocked my E-  
28 mails communication as an attempt to secure "agreements" from me by virtue of my contrived "silence,"

1 which he had orchestrated by blocking my responses to his E-mails. See Exhibit "7".

2 30. In order to ensure Mitch received my E-mails, I copied his co-counsel, Radford Smith.  
3 I also forwarded Mr. Smith other E-mails concerning our parent/child issues during this time period,  
4 including my election to have the children the first weekend of June 2012, health updates when Mia was  
5 sick, and insurance reimbursement requests, among other issues. It is extremely difficult to coparent  
6 two children with someone who refuses any form of communication when it benefits him, as Mitch is  
7 doing. Neither Mitch, nor his attorney, addressed my concerns noted. Mitch's ongoing violations of the  
8 MSA and the Court's January 20, 2012 Order and other Orders will never cease unless Mitch is  
9 seriously sanctioned.

10 31. Instead, Mr. Smith responded to my E-mails, months later, by threatening to take me to  
11 Court for daring to ask him to forward Mitch important information regarding our children. See Exhibit  
12 "8". When I explained to him that Mitch was blocking my E-mails and forwarded him those E-mails, Mr.  
13 Smith denied that Mitch was not receiving my mail, and also told me not to E-mail him any further.

14 32. On June 18, 2012, at my request, my attorney, Patricia Vaccarino, wrote to Mr. Smith  
15 concerning, among other issues, Mitch's wrongful actions in blocking E-mails, refusing to communicate  
16 or coparent, Mitch's ongoing violations of Court Orders, his designated, unsafe parking lot exchange  
17 location, and Mitch's ongoing refusal to pay his share of medical expenses. See Exhibit "9". To date,  
18 we have received no response from either Mr. Smith or Mitch, his co-counsel. Miraculously, however,  
19 after receiving Patricia's letter, Mitch stopped blocking my E-mails for some time. As I learned on July  
20 27, 2012, however, Mitch admitted that he ignores my E-mails when our children are with him,  
21 effectively shutting out any means by which I can communicate with Mitch concerning Mia and Ethan  
22 with him, when he has them. Such action is specifically prohibited by our MSA, Section I. Most  
23 recently, after blocking all of my phone contact with our children for 18, consecutive days while he was  
24 traveling again, Mitch blocked three of my E-mails to him which are attached as Exhibit "10".

25 33. Mitch is also abusing the privilege of two weeks' vacation with the children, and is  
26 attempting to alienate the children from me during the vacation periods. On July 1, 2012, Mitch sent  
27 me an E-mail informing me that he intended to take his two-week vacation with Mia and Ethan  
28 beginning Monday, July 16, 2012. Mitch failed to follow the Court Order, AGAIN, and simply told me

1 that he would be going "out-of-town" with them during this time. See Exhibit "11". Given his notice, I  
2 expected to be able to have custody of our children on Sunday night through Monday night, July 15,  
3 2012, my normal timeshare period. Unfortunately, Mitch waited until July 12, 2012, after the children  
4 were already in his care, to send me an E-mail ordering that he intended to also keep the children on  
5 Sunday night and Monday July 15, 2012 as "make-up time" for when Mia and Ethan accompanied me  
6 to my grandmother's funeral in January 2012. I had previously asked Mitch to provide me with prior  
7 notice of at least 30 days before seeking compensatory time. Mitch deliberately chose to ignore my  
8 request, and made his own order at the last minute to unnecessarily keep the children from me for as  
9 long as possible.

10 34. I learned from Ethan upon finally receiving custody of him after almost three weeks that  
11 Mitch "LOST" him at the Mandalay Bay event center Mitch took Ethan for a professional wrestling event  
12 in July 2012. Mitch left our five-year old son alone in a line at the large event center. Ethan was  
13 scared, left the line, and was retrieved by security. Ethan cried when telling me how scared he was that  
14 his father "lost" him. Ethan recently begged me to talk to his father at least three times to ensure his  
15 father never loses him again. I believe Mitch did not let Mia and Ethan talk to me for almost three  
16 weeks because he knew I would discover Ethan's fear of being lost by his father which is proof positive  
17 of improper supervision of our young children. Mitch blocked my E-mail communication on this  
18 important issue. See Exhibit "10".

19 35. Mitch's actions in cruelly harassing me on the eve of my beloved late grandmother's  
20 funeral in January 2012, required me to ask my attorney to send Mitch's attorney a "cease and desist"  
21 letter so that I could grieve in peace. It was cruel and completely unnecessary. Following the funeral  
22 services, I agreed to allow Mitch one compensatory day owed to Mitch given the timing of the funeral  
23 and services. Mitch tried to use this sensitive time for me to secure my agreement to vacate the Court's  
24 January 20, 2012, 15-day advance travel rule requirement, along with other requested, material  
25 concessions, including my waiver of his multiple violations of various court Orders. See E-mails,  
26 attached as Exhibit "12."

27 36. Vacation Length Violation. Our MSA provides that either party may take two consecutive  
28 weeks of vacation with our children upon 15 days prior written notice to the other party. See Exhibit "A",

1 Section 3 of the MSA. Mitch's actions in adding two weeks of vacation to his four-day week extended  
2 his vacation time from fourteen (14), consecutive days to eighteen (18) days. While I have also  
3 received such vacation time, I allow Mitch to have contact with our children during said vacation periods.

4 37. Mitch adamantly refused to allow me to talk to the children on the telephone for over  
5 eighteen (18) consecutive days during July 2012. My E-mails documenting my requests are attached,  
6 as Exhibit "13". In addition to the July 14, 2012 E-mail referenced above, I sent Mitch one E-mail on  
7 July 18, 2012, asking for telephone communication with Mia and Ethan, and one to Amy on July 23,  
8 2012, asking her to inform Mitch of my request to just speak with our children. At that time, I was  
9 unsure of whether Mitch had received my earlier E-mails and text messages. I had also text messaged  
10 Mitch on July 20, 21, 25, and 27, and Amy on July 25 and 27 with requests for telephone  
11 communication with our children pursuant to Court Order. At this point, I had no idea where Mia and  
12 Ethan were located. I received no response from either Mitch or Amy concerning my requests until  
13 the night of July 27, 2012, over fifteen (15) days since Mia and Ethan had left for vacation and had  
14 contact with me. I did not want to bother Mitch, but I simply wanted to hear our children's voices, and  
15 tell them I loved them. I called and left voicemail messages for Mitch and Amy inquiring as to the  
16 location, well being of, and requesting telephone communication with, Mia and Ethan from July 25-30,  
17 2012, without any success.

18 38. On July 27, 2012, I sent Mitch a detailed E-mail documenting my concern about the  
19 increasing frequency and severity of his ongoing violations of Court Orders and provisions of joint legal  
20 custody as demonstrated so clearly by his refusal to allow me to simply talk to our children, let alone  
21 comply with the other provisions of Joint Legal Custody ordered in our case. See Exhibit "13." At this  
22 point, it had been 26 days since Mitch told me that he was going out-of-town with Mia and Ethan, and  
23 over 15 days since I had last seen them. Yet, Mitch thought it was just fine to keep the children from  
24 talking to their mother.

25 39. Mitch's actions in depriving us of telephone contact for over eighteen (18) days is cruel  
26 and violates the MSA, and our Stipulation and Order entered August 7, 2009. There is simply no  
27 justification for Mitch's conduct, and it is clear that Mitch has contempt for me, causing his contempt  
28 for simple Court Orders.

1           40. By Friday, July 27, 2012, I also had left several voicemail messages on Mitch and Amy's  
2 respective cellular phones asking for information regarding Mia and Ethan and for an opportunity to  
3 speak with them. Mitch and Amy would routinely hang up/disconnect my calls and/or send my calls  
4 directly to voicemail. Neither Mitch nor Amy ever returned any of my phone calls. I did not even call  
5 them either until almost two weeks had passed with no response to my text messages asking about  
6 Mia and Ethan.

7           41. On July 27, 2012, at approximately 9:30 p.m., I finally got a response and limited  
8 information from Mitch concerning Mia and Ethan. Mitch's refusal to allow me to talk to them for the  
9 duration of his 18-day vacation period is confirmed in Mitch's missive to me. See Exhibit "13".

10          42. I responded by asking Mitch, again, to please allow me to simply talk to our children. See  
11 Exhibit "13". I left Mitch a voicemail asking him to check his E-mail account for my response to his E-  
12 mail given his statement in his July 27, 2012, E-mail that he does not check his E-mail account when  
13 he has custody with Mia and Ethan. I now need and seek a Court Order requiring Mitch to accept,  
14 review and respond to my E-mail, text and phone messages within 24 hours.

15          43. In his E-mail, the only communication I had from Mitch during his entire 18 day vacation  
16 with Mia and Ethan, Mitch offered the following limited information: 1) that Mitch was currently in Dallas,  
17 Texas, with Mia & Ethan; 2) that Mitch had allegedly sent me an itinerary and did not know why I had  
18 not gotten it, but that he would only re-send it upon his return home at a still unidentified date; 3) that  
19 while I may "miss" our children, I should respect Mitch's travels by not speaking to them via telephone  
20 for the duration of his vacation; 4) that Mitch refuses to regularly check, if at all, the E-mail account he  
21 provided me for my communication with him concerning our children when he has them; and 5) that  
22 Mitch blocks all of my text messages to him. Certainly, this is not the "free and unhampered"  
23 communication with Mia and Ethan, nor the "open communication" between parents that is required  
24 under Section I of our MSA. The longer our case pends on appeal, the more defiant Mitch becomes.  
25 I am seeking appellate orders that direct the District Court to severely sanction Mitch, award me all of  
26 my fees and costs incurred and to put a STOP to the endless abuse of process by Mitch.

27          44. Mitch's conduct noted above violates the following Court Orders and provisions of joint  
28 legal custody contained within our MSA: 1) Section I., 1.1 (a) of the MSA provides, "Each party shall



1 make every effort to maintain free access and unhampered contact between the Children and the Other  
2 Party. Neither Party shall do anything which shall estrange the Children from the other Party; injure the  
3 Children's opinion of the Other Party; attempt to denigrate or degrade the other Party; or otherwise  
4 impair the natural development of the Children's love and respect for each of the Parties. Both Parties  
5 understand that parenting requires the acceptance of mutual responsibilities and rights insofar as the  
6 Children are concerned. Each Party agrees to communicate and cooperate with the other Party with  
7 respect to all matters relating to the Children. The Parties understand and agree that the best interests  
8 of the Children will be served by the Parties continuing to openly and freely communicate with each  
9 other in a civil manner and to cooperate with each other in raising the Children;"

10 45. 2) Section I., 1.1 (c) provides, "Each Party shall provide the other Party with a travel  
11 itinerary (including trip dates, planned destination by address, and an estimated date and time of arrival  
12 back at the Children's place of residence), and, whenever reasonably possible, telephone numbers at  
13 which the Children can be reached whenever the Children will be away from that Party's home for a  
14 period of two (2) nights or more;" and

15 46. 3) Section 1., 1.1(d) provides, "The Parties shall encourage liberal and unhampered  
16 communication between the Children and the other Party. Each Party shall be entitled to reasonable  
17 telephone communication with the Children, at reasonable times of the day and night." See Exhibit "1"  
18 (emphasis added).

19 47. I have independently verified with several of the major cellular phone companies, that a  
20 person must block text messages and phone calls from the same phone number. You cannot block  
21 one or the other. Since Mitch receives my telephone calls, he also receives my text messages. Mitch  
22 chooses to ignore both in violation of reasonable and standard Court Orders. Mitch has also lied to me  
23 about not receiving my messages.

24 48. Notwithstanding Mitch's July 27, 2012 response, above, about blocking all  
25 communications from me while on vacation with Mia and Ethan, Mitch could have, but chose not to,  
26 allow me to at least talk to our children via telephone at any time from July 27-July 30, 2012 Mitch  
27 also could have forwarded me the itinerary that he claims was "mistakenly" not sent, or he could have  
28 simply drafted and sent me a new itinerary with the required information. Mitch AGAIN

1 chose not to coparent at all. Mitch's excuses lack credibility. Even if the excuses were true, the  
2 reasoning is clearly aimed at a serious failure to foster feelings of love between me and the children.  
3 Mitch is attempting to estrange the children from me. Mitch is certainly impairing the children's natural  
4 development. Especially at their ages, the children are not accustomed to zero contact with me for  
5 longer than three days. Mitch's continued refusal to allow me any telephone contact with Mia and Ethan  
6 lacks decency and respect for my relationship with Mia and Ethan, my role as their parent, and my role  
7 as Mitch's coparent.

8         49. Moreover, Mitch and I met in mediation several years ago and already determined what  
9 the term "reasonable telephonic communication" means. Specifically, Mitch and I agreed that  
10 "reasonable telephone communication requires one daily telephone call to be placed by the  
11 non-custodial parent to the other." Our Stipulation and Order filed on August 7, 2009 specifically  
12 requires that Mitch actively facilitate at least one (1) daily telephone call from our children to me when  
13 they are with him. Mitch's statement in his July 27, 2012 E-mail that he has not "prevented" Mia and  
14 Ethan from calling is not only doubtful, but even if true, is insufficient to satisfy his obligation to place  
15 the call for Mia and Ethan.

16         50. Specifically, the relevant provision of the SAO provides, "Telephone Communications with  
17 the Children". The parents agree to facilitate reasonable telephonic communication with the children  
18 such that the non-custodial parent shall have at least one phone call per day with the children. The call  
19 must be placed by the custodial parent between the hours of 7:00 a.m. and 10:00 p.m."

20         51. Almost immediately upon entry of the Stipulated Order in 2009, however, Mitch chose  
21 not to follow this Stipulation & Order, especially as it pertained to telephone communication. To date,  
22 I rarely receive telephone calls from our children when they are in Mitch's care. Although Mia has her  
23 own iPhone at Mitch's home, and is able to text he and Amy from her iPad, which she also has at  
24 Mitch's home, Mitch does not allow either Mia or Ethan to regularly contact me via telephone and never  
25 via text.

26         52. Sadly, Mia and Ethan tell me that they cannot call me unless they beg Mitch repeatedly,  
27 and even then, he often does not allow Mia to call, let alone dial my number for Ethan. Mia and Ethan  
28 report that Mitch will use what I recognize to be "distraction methods" to make them forget about any

1 desire they may have to contact me. For instance, Mitch tells the children to wait until after they swim,  
2 get ice cream, get donuts, etc. Despite Mitch's refusal to comply, the Court Orders remain valid and  
3 enforceable Orders. This telephone contact Order is quite important to me and the children, and Mitch  
4 is wilfully violating the same simply in an attempt to spite me. Mitch's increasing resistance to allowing  
5 free and unhampered contact between our children and me when they are in his care must be stopped  
6 immediately, or his timeshare periods should be decreased accordingly, including a decrease in the  
7 vacation time he should receive.

8 53. Ethan is only five (5) years old, and he does not fully know how to place a call to anyone.  
9 While Mia knows how to call me, she does not know how to dial "1" plus the area code" when she is  
10 away from Las Vegas, as she is only seven (7) years old.

11 55. Mitch's refusal to provide any telephonic communication, advance travel notice, and travel  
12 itineraries estranges the children from me, absolutely restricts communication with me, let alone  
13 allowing free and unhampered communication, and absolutely "impair[s] the natural development of  
14 the [Mia and Ethan's] love and respect for" me as prohibited by our MSA, Section I, 1.1. Mitch also  
15 engages in other actions to impair our relationship, as noted below.

16 56. Mitch's Violations of Custody Exchanges and his Solution: The Parking Lot. In addition  
17 to Mitch's 1.5-hour delay in custodial exchange upon the return from his camping trip, discussed above,  
18 Mitch has been routinely late in dropping off Mia and Ethan. See Exhibit "14". Often times, Mitch  
19 attributes his tardiness to travel problems such as "missing his flight" or delays in flights such as he did  
20 on July 10, 2011 and January 1, 2012. Exhibit "14". Other times, such as his camping trip delay above,  
21 he would be unaccountably late for exchanges. For example, on November 26, 2011, Mitch was 45  
22 minutes late in exchanging Mia and Ethan because his "plans lasted longer than expected." Mitch was  
23 simply at the movies with our children, but refused to be courteous and text me, in advance, concerning  
24 his expected delay due to a movie which he knew about many hours earlier. When I documented these  
25 and other instances of tardiness to Mitch which occurred in March 2012, Mitch decided to retaliate by  
26 unilaterally changing the children's already-established drop-off location from that of in front of my  
27 home, where he continues to pick Mia and Ethan up, to ordering me to receive our children for my  
28 custody time at a parking lot adjacent to the guard gates of his home in The Ridges in Summerlin. See

1 Exhibit "6".

2 57. I do not think this "ordered" exchange location dictated by Mitch is safe, nor do I think that  
3 it is beneficial to the mental well-being of our children for them to have to be shuttled to a parking lot  
4 for exchanges instead of me being able to simply pick them up in front of the home that they share with  
5 their dad. I communicated my concerns to Mitch. See Exhibit "6". I repeatedly impressed upon Mitch,  
6 via E-mail, my grave concerns regarding his unilateral and punitive decision to change the exchange  
7 to this location. See Exhibit "6". I even asked Mitch to meet, in person, to discuss the matter in order  
8 to avoid the back-and-forth E-mail responses and to talk as two "normal" parents with concerns about  
9 their children. Mitch refused again, and more of my concerns with Mitch's wrongful conduct fell on deaf  
10 ears. See E-mails, Exhibit "6".

11 58. Mia and Ethan do not understand why I am not allowed through Mitch's guard gates and  
12 in front of the home they share with their dad. This is especially true since Mitch and his family  
13 members regularly retrieve pick Mia and Ethan in front of my home with no reservations from me. I  
14 strive to provide Mia and Ethan as much normalcy as I can in their lives. Unfortunately, Mitch does not  
15 do the same to protect our children. In fact, Mitch asked me to lie to Mia and Ethan, and tell them that  
16 I preferred the parking lot, which request I rejected. See Exhibit "6". This is not the first time Mitch has  
17 asked me to lie to Mia and Ethan. I ask this Court to order all custodial exchanges to occur at our  
18 respective homes.

19 59. On November 21, 2011, Mitch sent me an E-mail asking to me to tell Mia and Ethan that  
20 I would not be disappointed if they missed their Kidshine music performance that they had been working  
21 towards all year. Mitch made this request because he wanted to, AGAIN, take the children to  
22 Disneyland, again, on "his" weekend. See Exhibit "15". This was yet another trip Mitch spitefully took  
23 without providing me the required 15-day, advance notice. Mia did not want to miss the performance,  
24 and has gone to Disneyland with Mitch a dozen times! Mia was devastated by Mitch's continuing  
25 refusal to accommodate the performance. Mitch purposely scheduled another trip to Disneyland with  
26 the children because I am the parent who enrolled the children in the Kidshine classes.

27 60. Again, Mitch asked me to lie to Mia, but I would not do so. See Exhibit "15". After many  
28 E-mails back and forth on the subject, Mitch refused to agree with me to take Mia and Ethan to their

1 performances which were important to them and me. As it turns out, however, Mitch changed his mind,  
2 and did not bother to tell me. I did not attend the performance based upon Mitch's communications to  
3 me on the subject that the children would not be present. Instead, I traveled to California to visit my  
4 sick grandmother. Mitch took Mia to her performance, but he did not take Ethan to his performance.  
5 Upon her return to my care, Mia was extremely upset with me that I had not attended her performance.  
6 I apologized profusely, and told Mia that I did not know that she was going to be present, or I would not  
7 have missed her first performance for the world. This is yet another example of Mitch undertaking  
8 actions to harm my relationship with Mia and Ethan, and failing to communicate relevant information  
9 to me, i.e., that he had changed his mind and was going to take Mia and Ethan to the music  
10 performance.

11 61. Mia and Ethan's music class is not the only activity that is negatively affected by Mitch's  
12 refusal to coparent with me. Mitch also refuses to take Ethan to baseball games on the days that he  
13 has Ethan in his care because I enrolled Ethan in baseball. I gave Mitch notice of the activity and a  
14 complete game schedule. Mitch will also not cooperate with me to allow Mia and Ethan to attend  
15 summer camps or other performances that they desire. Mitch even removed Ethan in 2011 from the  
16 pre-school we jointly selected and which Ethan had attended since he was eighteen months old. Mitch  
17 also fired our pediatrician of many years in 2011 without notice to, nor consultation, with me. This  
18 further conduct also reveals Mitch's violations of Joint Legal Custody provisions ordered in our case.

19 62. Mitch also shares minimal or latent information with me about activities he undertakes  
20 with Mia and Ethan. For example, I recently learned, on my own, that Mitch enrolled Ethan in a reading  
21 class at the Adelson School for June and July 2012. I have yet to receive any direct information or even  
22 notice of Ethan's enrollment from Mitch. I only learned of Ethan's involvement from another parent,  
23 who knew Ethan from his old preschool. Mitch refused to allow Ethan to attend this same  
24 preschool/pre-kindergarten last year.

25 63. I believe Mitch is extremely mad at me because I am challenging, by appeal, Judge  
26 Sullivan's last Order which wrongly denotes Mitch as a joint physical custodian. Mitch believes he can  
27 bully me into dismissing my appeal. Thus, Mitch defies and disrespects me because I have not caved  
28 into his demands. Mitch's July 27, 2012 E-mail, discussed above and attached as Exhibit "13",

1 illustrates Mitch's point quite clearly. The E-mail documents Mitch's claims that he blocks all forms of  
2 communication from me to him when he has Mia and Ethan in his custody. Mitch also refuses to allow  
3 me contact with or information about the children as well. Unfortunately, Mitch fails to understand that  
4 we truly need to share information about our children and endeavor to work together. It is the basic  
5 principles of joint legal custody embodied in our MSA that we adopted and acknowledged as being in  
6 Mia and Ethan's best interests.

7         64. As far as Mitch designating a parking lot for me to receive custody, my main concern is  
8 that of the physical safety of our children. The parking lot at a 6:00 p.m. exchange time is dark in the  
9 winter months. The lighting is poor. It is a tiny lot in front of the custom home finding center by The  
10 Ridges, Summerlin gate. There is usually one large, SUV in the parking lot during exchanges. I also  
11 drive an SUV. On one occasion, Mitch nearly backed his own large Suburban into Ethan as Mitch was  
12 trying to maneuver his way out of the parking lot and Ethan was walking to my car. I documented this  
13 dangerous incident, and appealed to Mitch, once again, begging him to "allow" for normal exchanges  
14 in front of his home. Mitch refused my request. Exhibit "6".

15         65. If Mitch is concerned with limiting our direct contact, the parking lot exchanges he dictates  
16 require much more of such direct contact with him and his associates than before. Given our children's  
17 ages, however, I implored Mitch to simply permit the "honk and seat-belt rule" at our homes, which  
18 would minimize such personal contact since that is what he demands. In fact, Mia and Ethan already  
19 practice the "honk and seatbelt rule" when they are picked up at my home. I check out the window.  
20 When I see Mitch's sister, who is his nanny/housekeeper, and whom he entrusts with numerous tasks  
21 of caring for our children, I open my front door and send them out to Mitch's designated helper. Mia  
22 and Ethan are able to open the car door, enter the car, and fasten their seatbelts. It should be no  
23 different when I receive our children from Mitch's home. I seek such a Court Order for all custodial  
24 exchanges.

25         66. What is most confusing about Mitch's parking lot "order" is that he failed to give me even  
26 one reason why the parking lot was a better choice than in front of his home. Instead of consulting and  
27 cooperating with me as is required in our MSA, Mitch said that he would rather save his reasoning for  
28 the Court. See Exhibit "6". Mitch's actions violate joint legal custody provisions of the MSA, they also

1 continue to impair my relationship with our children and serve to denigrate my role as a parent once  
2 more. Mitch enjoys this family law, District Court and appellate litigation. In fact, Mitch even made  
3 himself co-counsel in the District Court and Supreme Court actions. Mitch is clearly not objective, and  
4 cannot and is not giving himself good "advice of counsel", and his co-counsel, Mr. Smith has zero client  
5 control over an out-of-control client.

6 67. Unpaid Health Care Premiums. I must also address Mitch's cyclical and unjustifiable  
7 pattern and practice of paying and then withholding reimbursement from me for his 50% share of the  
8 health insurance premiums that I incur monthly for Mia and Ethan. I have since June 2010, taken the  
9 responsibility of this important task, again revealing I am the person primarily responsible for the  
10 children's needs, health and overall welfare. To date, Mitch has not paid his share of the premiums,  
11 which is \$97.00 per month, for the past ten (10) months. Mitch changes his mind approximately two  
12 to four times per year concerning whether he owes me these outstanding amounts.

13 68. Often, Mitch claims that he is entitled to "offset" these premiums against amounts for  
14 which he has no lawful claim. Mitch claims, from time to time, that I owe him for insurance premiums  
15 for Mia and Ethan from 2008-2009, even though those claims were already litigated and agreed upon  
16 in a Stipulation and Order. Mitch and his attorney agreed to pay me outstanding amounts for  
17 healthcare and insurance claims at our hearing before Judge Sullivan on February 24, 2009. Mitch  
18 failed to properly or timely request reimbursement for these charges as set forth in our MSA and its  
19 adoption of the "30/30" rule. Now, Mitch has recently added even more bogus amounts in again  
20 claiming an "offset" against his share of Mia and Ethan's health insurance premiums that he owes me  
21 per Court Order for this year.

22 69. Mitch uses his on and off again refusal to reimburse me as another means of  
23 harassment. Initially upon our Divorce in May 2008, Mitch maintained health insurance for Mia and  
24 Ethan through a family policy under his company. The company paid the premiums. After his company  
25 became "insolvent" in June 2008, Mitch formed a new company and continued Mia and Ethan's  
26 coverage under his new company.

27 70. At the February 24, 2009 hearing in our case, the issue of Mitch owing me outstanding  
28 unreimbursed health care expenses for such items as co-pays and medication was fully litigated. At

1 that time, Mitch had wrongfully claimed that I owed him for two-years of healthcare insurance premiums  
2 for periods during which his companies, not him, covered his health insurance premiums. Mitch was  
3 wrongly seeking to "offset" these amounts against the amounts he owed me. In early 2009, attorney  
4 James Jimmerson vehemently argued, on my behalf, that Mitch's claims did not consist of reimbursable  
5 expenses, but rather, were corporate expenses paid by Mitch's companies. Radford Smith, who was  
6 Mitch's attorney, conceded the argument on Mitch's behalf by stipulating that Mitch would pay me  
7 approximately \$350.00 in overdue healthcare expenses, after considering his offset argument. See  
8 Order from February 24, 2009 Hearing.

9 71. Following the hearing, Mitch's company continued to pay the expense of health insurance  
10 for Mia and Ethan. Mitch unilaterally decided to terminate the children's coverage on March 11, 2010,  
11 in another fit of unnecessary and unprovoked retaliation rage against me. Not wanting to return to Court  
12 yet again, and not wanting Mia and Ethan to lose health care coverage, I simply decided to secure new  
13 health insurance for Mia and Ethan, with the same insurance company, which coverage began in June  
14 2010. I reminded Mitch of his obligation to share equally in the cost of the new insurance, to wit:  
15 \$97.00, per child, per month. This is a recurring, monthly charge I incur for the benefit of our children.  
16 Usually, Mitch does not dispute the amount he owes, but still refuses to pay his share of \$97.00 per  
17 month. Given his apparent wealth and income-earning ability, the dollar amount of this monthly Court-  
18 ordered obligation is in no way an undue burden for Mitch. Moreover, Mitch is under contractual  
19 obligation and Court Order via the MSA to reimburse me for these amounts. I ask that the Court now  
20 review Mitch's child support obligation, and have him pay a fair share of the children's premiums.

21 72. In response to my June 2010 reminder to reimburse me for his share of the premiums,  
22 Mitch immediately resurrected his past claims of "offset" towards the corporate-covered premiums of  
23 the past, as well as those incurred following the February 24, 2009 hearing. Mitch was never due any  
24 sums and the Court Order reflects this fact. In addition to being barred from making this claim under  
25 the doctrine of res judicata, Mitch's reimbursement claims were never valid, as Mitch failed to timely  
26 tender to me the requisite documentation of such monthly charges within the 30 days required by our  
27 MSA, nor did he timely request reimbursement for such expenses. Again, Mitch's company, not Mitch,  
28 was actually incurring the expense, making Mitch's claims even more fraudulent.



1        73.    Thereafter, I simply continued to request reimbursement from Mitch on a monthly basis  
2 for his share of the premiums. See Exhibit "16". Mitch has refused to pay his share for 10 months and  
3 counting. I do not receive a monthly bill for our children's premiums. Instead, I have their monthly  
4 charges deducted directly from my checking account. However, I do print out a copy of my bank  
5 statement to show Mitch the required documentation for reimbursement, and I have endeavored to  
6 provide whatever Mitch wants within the required, 30-day period. I cannot afford to return to court to  
7 litigate matters over and over again without resolve. Yet, Mitch wants me to file another Motion,  
8 because he does not get held in contempt, nor sanctioned for any violation, large or small since 2008!

9        74.    On February 9, 2011, Mitch sent me a check in the amount of \$873.00, which he noted  
10 in the memo line of the check was meant to cover his share of our children's health care premiums from  
11 June 2010 to February 2011. I made numerous requests prior to receiving nine months of Mitch's  
12 share in 2010 and 2011 as well.

13        75.    On May 2, 2011, Mitch again sent me a check for \$97.00. Mitch noted in the memo of  
14 the check that the funds were being attributable to our children's health insurance premium, presumably  
15 for that month.

16        76.    On September 25, 2011, I wrote Mitch an E-mail asking him to pay his share of the  
17 premiums for the months of June through September 2011, as well as his share of Mia's cord blood  
18 storage fee, which he had, until then, always shared. I also requested outstanding contributions from  
19 him for our children's dental expenses. Mitch's response is of critical importance. See Exhibit "16".  
20

21        77.    On September 25, 2011, Mitch affirmed his knowledge and acceptance of the "30/30"  
22 rule contained within our MSA. See Exhibit "16". Specifically, Section I. 1.3 of the MSA provides that  
23 "the Parties shall be equally responsible for the Children's health care expenses...and any premiums,  
24 deductibles, and co-pays associated therewith..."

25        78.    Section I. 1.1 (a) (iv) codifies the "30/30 rule" regarding unreimbursed medical expenses,  
26 to wit: "With regard to the exchange of medical documentation related to any claim of reimbursement  
27 for out-of-pocket medical expenses, the Parties shall be required to exchange such documentation  
28 within thirty (30) days of receipt, and shall pay requested reimbursement within thirty (30) days of

1 receipt."

2 79. With respect to Mia's cord blood storage fee, Mitch decided on September 25, 2011, that  
3 he was no longer going to pay his equal share of the amount and directed me to use my child support  
4 for it. See Exhibit "16". With respect to the health insurance premiums, he did not raise the issue of  
5 "offset" any longer, but instead clarified that "I [Mitch] am not obligated to reimburse you [Christina]  
6 without an invoice from SHL and confirmation that the bills have been paid by you [Christina]. Your  
7 request for reimbursement must also be made within 30 days of billing and payment." See Exhibit "16".  
8 Mitch said that my request for reimbursement for June, July and August 2011 was untimely made.

9 80. On September 26, 2011, Mitch again sent me a check for \$97.00 for the health insurance  
10 premium for September 2011. He also wrote me an E-mail on September 26, 2011, in which he  
11 referenced his invalid claims of reimbursement for employer-covered expenses. Mitch admitted that,  
12 in his own words, "I [Mitch] will pay my share of the insurance premiums for September because you  
13 [Christina] have confirmed that they have paid by you [Christina] (although you have not provided me  
14 an invoice)". All payments for Mitch's share of the children's insurance, however, stopped after that  
15 time.

16 81. On October 24, 2011, Mitch surprisingly sent me another check, this time in the amount  
17 of \$291.00. On the memo line of this check, Mitch noted that it was for his share of the children's health  
18 care premiums from June through August 2011. One year later, Mitch has me, again, begging him to  
19 pay what is due me. Mitch makes up his own Orders and causes problems, with each passing month,  
20 and I cannot tolerate his abuse of me and the Court process any longer.

21 82. Mitch received a timely request for reimbursement for the premium payment for October  
22 2011. Mitch has yet to pay his share of premiums through August 2012. In fact, I also timely sent  
23 requests for reimbursement to Mitch for the months of January 2012 through July 2012, along with any  
24 necessary documentation. Mitch has failed to pay a total of eight months of past premium requests,  
25 which totals \$776.00, and is currently due and outstanding. He also owes for November and December  
26 2011, which totals and additional \$194.00, but I admit that I was minimally late requesting  
27 reimbursement for these two months during the holidays when I was busy. Thus, I seek a new Court  
28 Order that Mitch must pay me \$97.00 per month for his share of premiums for ten months without any

1 further advance "notice" or documentation being exchanged. If the premium amount changes, I shall  
2 provide Mitch prompt notification and a statement documenting same. Mitch will then be obligated to  
3 automatically pay me one-half of the increased or decreased premium coverage each and every month.

4 83. I was only four days late concerning my reimbursement request for December 2012, and  
5 my request for November 2012's reimbursement was given on the same date. Given the regular and  
6 recurring charge of \$97.00 per month due from Mitch, I ask that he be ordered to simply tender his full  
7 share for all ten months. I will file a Schedule of Arrears with the Court.

8 84. On March 15, 2012, I, once again, forwarded an E-mail to Mitch on this subject. I have  
9 made every effort to avoid returning to Court. In March 2012, Mitch again changed his mind, and made  
10 another Court Order of his own. Mitch resurrected his already-litigated and failed arguments that I owed  
11 him for employer-covered expenses back in 2008 and 2009 and that he was going to "offset" the  
12 amounts he indisputably owed me against these bogus and untimely requested amounts.

13 85. For the first time, and solely for increased harassment value, on March 15, 2012, Mitch  
14 assigned an arbitrary \$2,400.00 amount to his previously requested and DENIED offset amount. Mitch  
15 incredibly also claimed FOR THE FIRST TIME, that I owed him for his six months of psychological  
16 treatment of Mia which he secretly undertook with Dr. Melissa Kalodner over two years prior, from  
17 September 2009 to January 2010. As the Court will recall, Mitch's contemptuous actions in obtaining  
18 secret treatment for Mia was considered to be "deceitful and deceptive" by Dr. John Paglini in his  
19 confidential custody evaluation. See Dr. Paglini's Report dated April 2010. To date, I have never  
20 received a single invoice, nor financial documentation indicating just how much Mitch paid Dr. Kalodner  
21 for her secret "treatment" of Mia, which she undertook upon my express revocation of consent for her  
22 to treat Mia. I even issued a subpoena upon Dr. Kalodner demanding her release of such records, to  
23 no avail. Certainly, Mitch never timely requested reimbursement for such treatment because that would  
24 have disclosed the secrecy. Mitch has never provided financial documentation to me regarding any  
25 sessions, and I would have obviously timely objected to paying the same.

26 86. In the same March 15, 2012 E-mail, Mitch also decided to now ask for reimbursement  
27 from me for his own litigation expenses associated with his decision to depose Dr. Joel Mishalow in  
28 2010, because Mitch could not read Dr. Mishalow's records. As the Court may recall, Dr. Mishalow was

1 the psychologist that we had "jointly selected" to assess Mia. Like me, Dr. Mishalow did not know that  
2 Dr. Kalodner was secretly treating Mia during the same time as he was treating Mia. In any event,  
3 deposition costs are not "unreimbursed health care" costs pertaining to our children. Mitch also  
4 referenced his final sessions of occupational therapy for Mia with Ms. Stegen-Hanson, which occurred  
5 over my adamant objections, and without my knowledge as they were occurring. Likewise, Mitch never  
6 timely requested, nor did he timely provide documentation of Ms. Stegen-Hanson's charges. On March  
7 15 2012, Mitch directed me to a subpoena return of documents for documentation for his untimely  
8 claim. This certainly does not comply with our MSA's "30/30" rule as Mitch clearly explained it to me  
9 via E-mail on September 25-26, 2011.

10 87. In September 2011, Mitch admitted that he owed me for insurance premiums. I have  
11 provided Mitch with timely requests and documentation for the reimbursement, to no avail. Mitch's  
12 course of conduct in refusing to pay his share of premiums for nine and ten months the past three  
13 years, also demonstrates Mitch's knowledge and acceptance that the amounts are due and owing, but  
14 his ADAMANT REFUSAL TO FOLLOW COURT ORDERS AND TO PROPERLY COPARENT.  
15 However, neither the MSA, nor Nevada law, provide Mitch with his self-help remedies and repeated,  
16 improper "offset" claims.

17 88. Mitch's cyclical actions in objecting, withholding, paying, and then withholding again, his  
18 obligation of support with regard to Mia and Ethan's health insurance is contemptuous, unjustified and  
19 abusive. The outstanding amounts must be reduced to judgment. Mitch's child support obligation must  
20 be reviewed, and he must be ordered to pay arrears, interest and penalties as well as my attorney's  
21 fees and costs incurred for all of Mitch's wilful violations of Court Order.

22 ...

23 ...

24 ...

25

26

27

28

1 89. I am requesting that an Order to Show Cause Issue and be enforced against Mitch.  
2 I request an award of all of my fees and costs incurred in being forced to file my Motion. I truly  
3 hope, for Mia and Ethan's sake, that the Court finally stops Mitch's abuse of me, the children and  
4 Court process. The fact that our custody case remains on appeal should not mean that Mitch can  
5 abuse the system in the manner that he has all to the detriment of Mia and Ethan. I respectfully  
6 request my Motion be granted in its entirety.

7  
8 *Christina Calderon Stipp*  
CHRISTINA CALDERON STIPP

9 Subscribed and sworn to before me this

10 10 day of August, 2012.

11 *[Signature]*  
12 Notary Public in and for the State of Nevada  
13 County of Clark

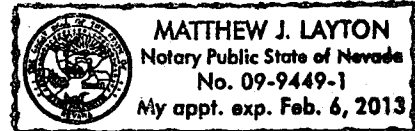
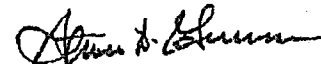


**EXHIBIT "1"**



CLERK OF THE COURT

1 NEOJ  
2 PATRICIA L. VACCARINO, ESQ.  
3 Nevada Bar No. 005157  
4 VACCARINO LAW OFFICE  
5 8861 W. Sahara Ave., Suite 210  
6 Las Vegas, Nevada 89117  
7 (702) 258-8007  
8 Attorney for Plaintiff

6 DISTRICT COURT

7 FAMILY DIVISION

8 CLARK COUNTY, NEVADA

9 CHRISTINA CALDERON STIPP, )

10 Plaintiff, )

11 vs. )

12 MITCHELL DAVID STIPP, )

13 Defendant. )

CASE NO.: D-08-389203-Z  
DEPT. NO.: M

DATE OF HEARING: June 9, 2009  
TIME OF HEARING: 9:00 a.m.

15 NOTICE OF ENTRY OF ORDER

16 TO: MITCHELL DAVID STIPP, Defendant; and,

17 TO: RADFORD J. SMITH, ESQ., Attorney for Defendant.

18 Please take notice that an Order was entered in the above-reference matter on the 19<sup>th</sup>  
19 day of January 2012, a copy of which is attached hereto.

20 Dated this 20th day of January 2012.

21 VACCARINO LAW OFFICE



22 PATRICIA L. VACCARINO, ESQ.  
23 Nevada Bar No. 005157  
24 8861 W. Sahara Ave., Suite 210  
25 Las Vegas, NV 89117  
26 Attorney for Plaintiff,  
27 CHRISTINA CALDERON STIPP  
28

CERTIFICATE OF MAILING

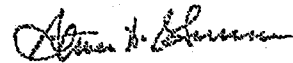
I hereby certify that I am an employee of the VACCARINO LAW OFFICE and that on the 20 day of January 2012, I deposited in the U.S. Mail, at Las Vegas, Nevada, in a sealed envelope with postage fully pre-paid thereon, a true and correct copy of the following document:

NOTICE OF ENTRY OF ORDER and ORDER addressed to:

Radford J. Smith, Esq.  
64 N. Pecos Rd., #700  
Henderson, NV 89074

  
Matt Layton, an employee of the  
VACCARINO LAW OFFICE





CLERK OF THE COURT

1 **ORDER**  
2 PATRICIA L. VACCARINO, ESQ.  
3 Nevada Bar No. 005157  
4 VACCARINO LAW OFFICE  
5 8861 W. Sahara Ave., Suite 210  
6 Las Vegas, Nevada 89117  
7 (702) 258-8007  
8 Attorney for Plaintiff,  
9 CHRISTINA CALDERON-STIPP

10  
11 DISTRICT COURT  
12 FAMILY DIVISION  
13 CLARK COUNTY, NEVADA

14 CHRISTINA CALDERON-STIPP;

15 Plaintiff,

16 vs.

17 MITCHELL DAVID STIPP,

18 Defendant.

CASE NO. : D-08-389203-Z  
DEPT. NO. : M

DATE OF HEARING: June 9, 2009  
TIME OF HEARING: 9:00 a.m.

19 **ORDER**

20 The above-entitled matter having come before the Court upon Defendant's MITCHELL  
21 DAVID STIPP ("MITCHELL") Motion for Reconsideration, Rehearing or in the Alternative to Modify  
22 Joint Timeshare, the Plaintiff, CHRISTINA CALDERON STIPP ("CHRISTINA"), appearing in  
23 person and through her attorney, James J. Jimmerson, Esq. and Shawn Goldstein, Esq.;  
24 MITCHELL appearing in person through his attorney of record, RADFORD J. SMITH, ESQ; the  
25 parties having been sworn in and having testified; Court having heard discussion and arguments  
26 of counsel; the Court being fully apprized in the premise, the Court having made said FINDING  
27 and good cause appearing,

28 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the parties are referred to  
Family Mediation Center (FMC) for mediation. The parties may attend private mediation and  
shall equally divide the cost. The parties shall address in mediation additional time for the  
children and Mitchell. Counsel may also meet and confer and agree upon additional time.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall provide  
2 a fifteen day (15) day, advance written notice to the other party any time they take the children  
3 out of the State of Nevada.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that an evidentiary hearing is  
5 scheduled for the 27<sup>th</sup> day of October 2009 to address custody.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the hearing on  
7 CHRISTINA's Motion to Continue the hearing scheduled for July 2, 2009 at 10:00 a.m. is vacated.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Minute Order shall  
9 suffice as the Order of the Court, and no additional order shall be required.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a hearing on the return  
11 from Family Mediation Services is scheduled for August 7, 2011 at the hour of 11:00 a.m.

12 Based upon the foregoing.

13 IT IS SO ORDERED this \_\_\_\_\_ day of JAN 11 2012

14  
15   
16 DISTRICT COURT JUDGE

17 Respectfully submitted by:

18 VACCARINO LAW OFFICE

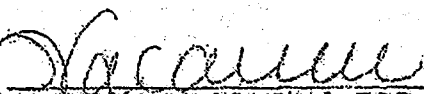
19  
20   
21 PATRICIA L. VACCARINO, ESQ.  
22 Nevada Bar No. 005157  
23 8861 W. Sahara Ave., Suite 210  
24 Las Vegas, Nevada 89117  
25 (702) 258-8007  
26 Attorney for Plaintiff,  
27 CHRISTINA CALDERON STIPP  
28

**EXHIBIT "2"**

| <b>ETHAN—(Medical Appointments August 2009-Present)</b> |                                                                     | <b>MIA—(Medical Appointments August 2009-Present)</b> |                                      |
|---------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------|
| 8/5/2009                                                | Well Check/Immunizations (Christina)*                               | 8/5/2009                                              | Well Check/Immunizations (Christina) |
| 10/21/2009                                              | Sick Visit (Christina)                                              | 9/28/2009                                             | Sick Visit (Christina)               |
| 10/26/2009                                              | Sick Visit (Christina)                                              | 10/21/2009                                            | Sick Visit (Christina)               |
| 12/14/2009                                              | Orthopedic Appt. to Check Status of Thigh Bone Rotation (Christina) | 10/26/2009                                            | Sick Visit (Christina)               |
| 1/31/2010                                               | Sick Visit (Mitch)                                                  | 3/2/2010                                              | Sick Visit (Christina)               |
| 3/2/2010                                                | Sick Visit (Christina)                                              | 3/6/2010                                              | Sick Visit (Christina)               |
| 3/6/2010                                                | Sick Visit (Christina)                                              | 7/22/2010                                             | Sick Visit (Christina)               |
| 4/21/2010                                               | Sick Visit (Christina)                                              | 8/17/2010                                             | Well Check (Christina)               |
| 6/14/2010                                               | Orthopedic Appt. to Check Status of Thigh Bone Rotation (Christina) | 9/7/2010                                              | Sick Visit (Christina)               |
| 8/17/2010                                               | Well Check (Christina)                                              | 9/20/2010                                             | Sick Visit (Christina)               |
| 9/7/2010                                                | Sick Visit (Christina)                                              | 11/15/2010                                            | Sick Visit (Christina)               |
| 9/13/2010                                               | Sick Visit (Christina)                                              | 11/23/2010                                            | Sick Visit/E.R. (Christina)          |
| 9/20/2010                                               | Sick Visit (Christina)                                              | 12/14/2010                                            | Sick Visit (Christina)               |
| 9/23/2010                                               | Follow-up Sick Visit/Flu Shot (Christina)                           | 12/19/2010                                            | Sick Visit (Mitch)                   |
| 11/6/2010                                               | Sick Visit (Christina)                                              | 12/21/2010                                            | Sick Visit (Christina)               |
| 11/8/2010                                               | Sick Visit (Christina)                                              | 1/25/2011                                             | Sick Visit (Christina)               |
| 12/21/2010                                              | Sick Visit (Christina)                                              | 2/24/2011                                             | Sick Visit (Christina)               |
| 1/26/2011                                               | Sick Visit (Christina)                                              | 4/26/2011                                             | Sick Visit (Christina)               |
| 1/31/2011                                               | Sick Visit (Christina)                                              | 9/26/2011                                             | Sick Visit (Christina)               |
| 4/28/2011                                               | Well Check (Mitch & Christina)                                      | 10/13/2011                                            | Sick Visit (Christina)               |
| 5/2/2011                                                | Sick Visit (Christina)                                              | 10/20/2011                                            | Sick Visit (Christina)               |
| 5/24/2011                                               | Sick Visit (Christina)                                              | 2/5/2012                                              | Sick Visit (Christina)               |
| 6/1/2011                                                | Sick Visit (Christina)                                              | 3/12/2012                                             | Sick Visit (Christina)               |
| 9/26/2011                                               | Sick Visit (Christina)                                              | 6/14/2012                                             | Sick Visit (Christina)               |
| 10/13/2011                                              | Sick Visit (Christina)                                              |                                                       |                                      |
| 2/13/2012                                               | Sick Visit (Christina)                                              |                                                       |                                      |
| 2/23/2012                                               | Well Check/Immunizations (Christina)                                |                                                       |                                      |
| 3/14/2012                                               | Sick Visit (Christina)                                              |                                                       |                                      |
| <b>TOTAL= 28 Appointments in 36 months for Ethan</b>    |                                                                     | <b>TOTAL = 24 APPOINTMENTS IN 36 months for Mia</b>   |                                      |

\* Parent Who Took Child to Doctor

Christina = 52 doctor visits in 36 months

Mitch = 3 doctor visits in 36 months

**EXHIBIT "3"**

D-08-389203-Z

DISTRICT COURT  
CLARK COUNTY, NEVADA3874167  
Sullivan

Divorce - Joint Petition

COURT MINUTES

June 04, 2009

D-08-389203-Z

In the Matter of the Joint Petition for Divorce of:  
Mitchell David Stipp and Christina Calderon Stipp, Petitioners.

June 04, 2009

9:00 AM

Motion to Reconsider

Mitchell Stipp's  
Motion for  
Reconsideration,  
Rehearing or in the  
Alternative to Modify  
Joint Timeshare

HEARD BY: Sullivan, Frank P.

COURTROOM: Courtroom 05

COURT CLERK: Lori Parr

## PARTIES:

Christina Stipp, Petitioner,  
present  
Ethan Stipp, Subject Minor, not  
present  
Mia Stipp, Subject Minor, not  
present  
Mitchell Stipp, Petitioner,  
presentJames Jimmerson, Attorney,  
presentRadford Smith, Attorney,  
present

## JOURNAL ENTRIES

- Atty Shawn Goldstein also present on behalf of Petitioner, Mitchell Stipp (Mitchell).

Petitioners sworn and testified.

Following argument, COURT ORDERED the following:

|             |            |             |               |               |
|-------------|------------|-------------|---------------|---------------|
| PRINT DATE: | 06/26/2009 | Page 1 of 2 | Minutes Date: | June 04, 2009 |
|-------------|------------|-------------|---------------|---------------|

D-08-389203-Z

- 1) Parties REFERRED to Family Mediation Center (FMC) for mediation. Parties may attend private mediation and shall equally divide the cost. Parties shall address in mediation additional time for the children and Mitchell. Counsel may also meet and confer and agree on the additional time. A return hearing is set.
- 2) Parties shall give fifteen (15) days notice in writing when they are taking the children out of the State of Nevada.
- 3) An Evidentiary Hearing is set with regard to custody.
- 4) Christina Stipp's (Christina) Motion to Continue scheduled for 7/2/09 at 10:00 am is VACATED.

This Minute Order shall suffice as the Order of the Court. No additional Order is required.

8/7/09 11:00 AM RETURN: FMC (Mediation)

10/27/09 2:00 PM EVIDENTIARY HEARING

#### INTERIM CONDITIONS:

#### FUTURE HEARINGS:

*Canceled: July 02, 2009 10:00 AM Motion  
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated  
Courtroom 05  
Sullivan, Frank P.*

July 23, 2009 9:00 AM Motion for Order to Show Cause  
Courtroom 05  
Sullivan, Frank P.

August 07, 2009 11:00 AM Return Hearing  
Courtroom 05  
Sullivan, Frank P.

October 27, 2009 2:00 PM Evidentiary Hearing  
Sullivan, Frank P.  
Courtroom 12

**EXHIBIT "4"**





Christina Calderon-Stipp &lt;ccstipp@gmail.com&gt;

---

wd: Fw: Fwd: Stipp v. Stipp

---

Christina Calderon-Stipp <ccstipp@gmail.com>  
To: Mitchell Stipp <mstipplv@gmail.com>

Fri, Dec 2, 2011 at 10:58 PM

Mitch,

This email, among other things, also codifies your acceptance of the Court's June 4, 2009 15-day travel notice requirement.

--Christina

----- Forwarded message -----

From: **Mitchell Stipp** <mitchell.stipp@yahoo.com>  
Date: Thu, Jun 25, 2009 at 8:34 PM  
Subject: Fw: Fwd: Stipp v. Stipp  
To: smg@jimmersonhansen.com, rsmith@radfordsmith.com  
Cc: ccstipp@gmail.com

Shawn:

I received a copy of your letter dated June 25, 2009 and your proposed stipulation. As you know by now, I signed the stipulation (although Radford was out of the office most of today attending a funeral). I was able to speak with Radford at about 4pm this afternoon and sign and deliver the stipulation by your 5pm deadline. We jumped through all of your hoops. I do not think Radford will be in the office tomorrow so I am taking it upon myself to respond to your letter. To the extent I do not address all matters, I will leave it to him next week to do so.

I think you are being dishonest when you claim not to be playing games. Rather than solve problems, you have become a pawn of your client's bad faith and soldier of Jim Jimmerson's questionable litigation tactics. One thing is clear, though. You do not want resolution for your client. You just want the appearance of working toward a resolution. That keeps the bills paid and your client happy (she does not have to actually provide me more time with the children unless I overcome the hurdles). You sent your letter and stipulation late this morning with an arbitrary 5pm deadline. You also demanded that it be signed without any changes. Although we jumped through the hoops, the truth of the matter is that it did not matter to you whether it was signed by your deadline. If we did not do it, then you would have "created" some sort of defense to the motion. Gamesmanship, however, will not resolve the problems Christina and I have with respect to the timeshare arrangement. It will only perpetuate the litigation. Given these tactics, I do not think Radford will defend your behavior (despite your request). It is apparent (and even Radford is disappointed by it).

This matter of taking the children to Utah without notifying Christina is old news. However, you should "up or shut up." If Christina believes that I took the children to Utah in April of 2009 without providing her notice, she had every right to file a motion for contempt. She did not (although I do not see any reason why she could not do so now). To date, I have seen nothing but baseless allegations and attacks on my personal and professional reputation. I know you have been busy the last couple of months handling "high profile" matters, but you should take the time to do your homework. I have already addressed the issue in

One or more emails to Christina, and Radford previously sent a letter to you regarding the same following a telephone conference prior to the last hearing. Notwithstanding these items, at that hearing, you and Jim Jimmerson represented to the Court without any evidence in the record that I took the children to Utah without notifying Christina. If I remember correctly, Jim actually stood up, pointed a finger at me and called me a liar. The "liar approach" is typical for Jim (if he doesn't know the facts, he makes them up and/or calls the party a liar). It is actually quite comical (except now that he is doing it to me). This conduct is at minimum embarrassing and most likely a violation of the rules of professional conduct and the Court's rules. I take matters of professional responsibility very seriously and any attack on my professional reputation will not continue to be ignored. While it is clear that Jim does not care about decorum, professional or Court's rules, you cannot continue to sling mud without consequences. I will be reviewing the transcript of the hearing once it is available and will consider at that time whether a complaint to the State Bar of Nevada is appropriate for you; I know it is for Jim.

For the record, I did not decline to address this alleged trip to Utah with the children under oath at the last hearing. This is a misrepresentation of the facts. Judge Sullivan simply did not ask me to do so (although I was sworn in and prepared to answer any questions). I am prepared to do so if necessary in the future and welcome the opportunity to address it in our reply to your opposition. I am sure it will be the cornerstone of your 3 months of work. You should, however, consider the duplicity of your client's position: if I violated the terms of the marital settlement agreement ("MSA") by taking the children to Utah without informing Christina, then I should not have more time with the children, but if Christina violated the terms of the MSA by arbitrarily terminating my visitation rights with the children, then Christina should not be held accountable (unless I file a motion for contempt). This does not appear to be a winning proposition.

Please be advised that I executed the stipulation only for one reason: I want more time with the children. Your analysis of the issue is simply wrong (but not surprising). Christina knows very well that her sister's wedding was planned in advanced and during my scheduled time with the children. I had plans whether she knew about them or not. She cannot just take the time from me without repercussions. Time with my children is important. She only offered the additional time because there was no defense to her conduct (despite your best efforts to create one). While I agree that fines, jail time and attorney's fees and costs were probably unlikely, I do think the Court would have held Christina in contempt. Your vast experience litigating other matters means nothing to me. All I care about is this case, and these facts, and I think an order of contempt would prevent Christina from violating the MSA in the future. Judge Sullivan at our last hearing actually encouraged it as a means of addressing issues like this. So let's be clear: I want more time with the children. However, Christina should not be permitted to violate my visitation rights and use the leverage of more visitation time with them to cover up her bad acts. To make matters worse, you enable her by justifying her conduct in your letter, and I fully expect you to use this "compensatory" time as "evidence" of Christina's continued good faith in your opposition to the motion for reconsideration. Such characterization would be complete bullshit.

Unfortunately, there are consequences to your distractions and bad lawyering. Due to Mr. Jimmerson's grandstanding, the Court issued in its minute order that the parties must now provide at least 15 days notice prior to taking the children out of state. I understand that Christina is taking the children to California on Monday (but yet I just received notice of the trip today). I will leave it to you to advise Christina on whether this failure to provide the required notice violates the judge's order. The bottom line: you want it but cannot have it both ways. All I want is more time with the children and there is absolutely no reason why I should not have it.

The current litigation is not frivolous. You make this statement but do not explain your position (probably because you cannot). I am well within my right to file the motion for reconsideration and the basis for

ing so is set forth in the motion. You should read it. Furthermore, I do not quite understand why you think the Court has repeatedly denied my request for more time. In fact, at the last hearing, Judge Sullivan actually made it very clear that I should have more time with them. I hope Christina is prepared to do just that during our scheduled mediation in 2 weeks. Otherwise, the next several months preparing for an evidentiary hearing are going to be challenging for everyone (especially you since you appear to be so busy).

Best Regards,  
Mitchell Stipp

----- Forwarded Message -----

**From:** Christina Calderon-Stipp <ccstipp@gmail.com>  
**To:** Mitchell Stipp <mitchell.stipp@yahoo.com>  
**Sent:** Thursday, June 25, 2009 10:34:08 AM  
**Subject:** Fwd: Stipp v. Stipp

FYI, below. I hope that you will accept the reasonable accomodation I have proposed.

----- Forwarded message -----

**From:** Suzanne Allison <sa@jimmersonhansen.com>  
**Date:** Thu, Jun 25, 2009 at 10:22 AM  
**Subject:** Stipp v. Stipp  
. Christina Calderon-stipp <ccstipp@gmail.com>

Christina:

Attached is correspondence and an Stipulation and Order that we forwarded to opposing counsel this morning. Please contact me if you have any questions or concerns. Thank you,

Suzanne

Suzanne Allison

Legal Assistant to Shawn Goldstein, Esq. and

James J. Jimmerson, Esq.

MERSON HANSEN P.C.

415 So. Sixth Street, Suite 100

Las Vegas, NV 89101

**EXHIBIT "5"**



Christina Calderon-Stipp <ccstipp@gmail.com>

---

## Notice

**Mitchell Stipp** <mitchell.stipp@yahoo.com>  
**To:** Christina Calderon-stipp <ccstipp@gmail.com>  
**Cc:** smg@jimmersonhansen.com, rsmith@radfordsmith.com

Fri, Jun 26, 2009 at 3:02 PM

I never had any issue with your travels. However, you have consistently and needlessly complained about mine. Jim Jimmerson forced the Court to make this order by grandstanding about this Utah issue and now you cannot live by the rule. If you take the children out of state as planned, it will violate the judge's order regarding notice. I do not believe it can be waived as it is not an agreement I made (but now have to live by); however, I will not file a motion for an order to show cause why you should not be held in contempt. I hope the children have a good time.

---

**From:** Christina Calderon-stipp <ccstipp@gmail.com>  
**To:** Mitchell Stipp <mitchell.stipp@yahoo.com>  
**Sent:** Friday, June 26, 2009 12:19:36 PM  
**Subject:** Notice

Mitch,

I received your email yesterday, which was addressed to my counsel. Thank you for advising me of the Court's direction on the matter of travel notice. Are you unwilling to waive the 15-day-notice requirement so that I may take our children to Sea World next week?

Please advise,  
Christina

Sent from my iPhone

**EXHIBIT "6"**



Christina Calderon-Stipp <ccstipp@gmail.com>

---

## Change of Drop Off Location

litchell Stipp <mstipplv@gmail.com>  
o: Christina Stipp <ccstipp@gmail.com>

Wed, Mar 7, 2012 at 9:30 PM

I am changing the drop off location of the children at the end of my timeshare to the parking lot of the Summerlin Custom Home Finding Center on the Southwest corner of Marble Ridge Drive and Flamingo Road at the entrance of The Ridges. The address of the building is 11277 Marble Ridge Drive. This site is the closest public location to my residence and only a few miles away from your home. I will still pick up the children at your home at the start of my timeshare; however, I will no longer drop them off there. I hope this change will eliminate your recent complaint that the children were dropped off late (because I am now reducing my travel time). As joint physical custodians, I also believe that you should share in the responsibility of picking up/dropping off the children.

This change will take effect this weekend.

Please make an effort to have the children ready to be picked up on time. I will do the same when they are dropped off.



Christina Calderon-Stipp <ccstipp@gmail.com>

Page 1 of 3

## Re: Pick-up/Drop-off

Mitchell Stipp <mstipplv@gmail.com>  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

Thu, Mar 15, 2012 at 3:15 PM

I never asked the children to "just deal with it." Furthermore, the children were unaware that you attempted to gain access to my neighborhood to pick up the children when I expressly communicated to you that the children would be dropped off at the new location. You must have informed them of this fact. While it may be difficult for you to understand, I am not willing to accommodate your request for you and members of your family to pick the children up at my home. I also do not think it will resolve our disagreement to articulate to you the many reasons why this cannot occur. Instead, I have established an alternative public location near my home that works better for me and my family (including Mia and Ethan).

I apologize if you were offended by my use of the word "bitching." To me, it seemed to be an accurate description of your actions (whether male or female and not you personally). To use the word "complaining" would not accurately characterize your numerous emails.

If you want to file a motion, you have the right to do so. I would prefer that you did not. However, I would appreciate it if you stop writing to me about this matter.

On Mar 15, 2012, at 2:06 PM, Christina Calderon-Stipp wrote:

Mitch,

The children were very upset by the change in drop off as well as your parking lot idea. According to them, however, they were told by you to "just deal with it." They asked me why they are not allowed to show me their home and why I was not allowed through the gates. I do not think this constitutes "no problem" regarding last week's exchange. Obviously, the children are more affected by your decisions than you wish to admit. Also, the parking lot is not well-lit. It is dimly lit. This will be even worse during winter months.

I am more than happy to share in the responsibility of picking up our children. I will gladly pick them up in front of your home, as is normal and customary in cases of divorce. If you want to avoid litigation on this matter, simply allow such a reasonable exchange. You have yet to articulate one reason why I cannot simply pick up the children from in front of your home.

Please do not belittle my valid concerns as a parent as "bitching." I deserve more respect from you than that. Your treatment of me is surely lacking. Resorting to cursing and using such demeaning terms is not only unprofessional and sexist, but it is also completely uncalled for in any situation.

--Christina

On Thu, Mar 15, 2012 at 1:17 PM, Mitchell Stipp <mstipplv@gmail.com> wrote:

I received your message below. You picked up the children last week at the new location without any problems. The location provides adequate parking and lighting, no traffic (unlike a street or commercial parking lot), and is a few hundred feet from the security guard tower at the entrance of The Ridges. You should share the responsibility as a joint physical custodian of picking up the children and respect my preference for this to occur at a public place near my home.

If you decide to file a motion, I will address the matter further in my opposition. However, I would prefer to avoid litigation on this issue. I do not think you should waste the court's time and resources on a simple matter that should be decided by us. Just like me, I am sure Judge Potter is tired of your



drama, exaggerations and incessant bitching. As I communicated to you previously, the children are absolutely fine with the change, and they are the only ones that matter.

On Mar 15, 2012, at 9:59 AM, Christina Calderon-Stipp wrote:

Mitch,

With all due respect, I do not believe that you can or should make a unilateral change to our established drop off/ pick up routine. It is unfortunate that you refuse to make a mutual decision regarding this matter. This is a matter of prior agreement regarding a joint legal custody issue. The impact on the children of your decision, including their physical and emotional well-being, merits additional consideration. They should not have to be shuttled to a parking lot, when a safer alternative exists. If you can't provide that, then I have no choice than to put the matter to the Court to decide. Please advise if you change your mind. I will attempt to pick the children up from in front of your home once again tomorrow. Please do not reject this feasible alternative to your parking lot edict.

--Christina

On Fri, Mar 9, 2012 at 4:18 PM, Mitchell Stipp <mstipplv@gmail.com> wrote:

I still intend to drop off the children at the Summerlin Home Finding Center as I previously communicated to you. As parents, we may not always communicate our true feelings to our children about a particular situation or result. If you do not feel comfortable doing this, I would ask that you say nothing more on the matter. It is unfortunate that you already communicated to the children that you may be picking them up at my house this weekend (when I never communicated to you that this was even a possibility). Regardless, I have discussed the issue with the children, and both are fine with the new drop off location.

I think you are grossly exaggerating the impact to the children of this change. The children are not being left in a parking lot. The children will remain in my vehicle until you arrive. It is a simple matter of opening the car door to allow you to remove the children, getting immediately into your vehicle and leaving. I cannot imagine that this procedure will affect them in any way.

As far as your offer to meet in person to discuss this matter further, I appreciate it. I think face-to-face discussions may be more productive than email exchanges in the future. However, in this instance, I do not think there is anything more to say.

On Mar 9, 2012, at 10:14 AM, Christina Calderon-Stipp wrote:

> Mitch,

>

> I am writing, one last time, to ask you to confirm this Sunday's pick-up/drop-off location. In your last email to me, you asked me to lie to the children regarding your parking lot drop-off proposal. Please do not ask me to do so again. As you know, my preference is to be able to pick up the children in front of their home, as is normal and customary in cases of divorce. In fact, I already told Mia and Ethan that I might be picking them up this Sunday in front of your home in order to prepare them for the change to their four-year routine.

>

> My foremost concern is for the emotional and physical health and well-being of the children. Your idea of a parking-lot drop-off is unnecessary, sends the wrong message to the children without any words even being said, and is not as physically safe as a front-door pick-up/drop-off. A court will undoubtedly agree, but I will not go

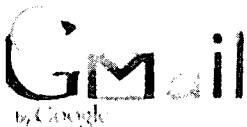
down that path. I will leave it up to you. Please confirm what you decide as far as the drop-off/pick-up location for this Sunday and thereafter: will the kids be dropped off at my home on Sunday, will you allow me to pick them up in front of your home, or will you have them dropped off in a parking lot? Let me know.

>

> --Christina

>

**EXHIBIT "7"**



Christina Calderon-Stipp <ccstipp@gmail.com>

## Urgent Request

Christina Calderon-Stipp <ccstipp@gmail.com>  
 To: rsmith@radfordsmith.com  
 Cc: PATRICIA VACCARINO <plvlaw@aol.com>

Fri, Apr 20, 2012 at 8:24 PM

Dear Rad,

Please confirm receipt of my email below. I also forwarded you an email last week that I attempted to send to Mitch regarding my health insurance reimbursement request for the month of April 2012. Mitch's email address no longer seems to be working. I have no other means to communicate with him. As his co-counsel of record, please confirm that you have received and forwarded this information to him.

Thanks,  
 Christina

----- Forwarded message -----

From: Christina Calderon-Stipp <ccstipp@gmail.com>  
 Date: Sat, Apr 14, 2012 at 10:15 AM  
 Subject: Fwd: Urgent Request  
 To: rsmith@radfordsmith.com  
 Cc: PATRICIA VACCARINO <plvlaw@aol.com>

Rad,

Please advise your client that we do not have an agreement to exchange time in July.

Thank you,  
 Christina

----- Forwarded message -----

From: Christina Calderon-Stipp <ccstipp@gmail.com>  
 Date: Fri, Apr 13, 2012 at 6:46 PM  
 Subject: Re: Urgent Request  
 To: Mitchell Stipp <mstipplv@gmail.com>

Mitch,

The parking lot is dangerous and a much more important issue than the additional summer vacation time that you are seeking. It should be addressed and resolved with the utmost priority. Unfortunately, you do not agree and are choosing to endanger the kids for still unspecified reasons.

As for your timeshare alteration request, please note that we do not have an agreement to exchange time with the kids in July. As I already told you, I cannot accommodate your request as I have out-of-town plans with the kids. I was unable to change these plans to accommodate your request. You asked for a response from me by April 13th. Today is April 13th. In case you didn't understand me before, my answer is a no.

--Christina

On Fri, Apr 13, 2012 at 6:16 PM, Mitchell Stipp <mstipplv@gmail.com> wrote:

We have addressed the matter of the pick-up/drop off location. My position has not changed. However, since you insist that I do so again, I will address only your allegation that I almost ran over Ethan. Of course, this is false. Ethan was not in any danger.

It appears that you are attempting to tie resolution of this issue with my request to exchange time during the summer. They are separate issues. If you think that I am willing to concede this issue just to exchange the time, I am not. If you do not agree to the exchange, I am prepared to make alternative arrangements. It really isn't a big deal.

I asked you to respond to the exchange of time by today. Since I have not heard from you, I will assume that you agree and proceed accordingly.

On Apr 9, 2012, at 11:48 PM, Christina Calderon-Stipp wrote:

> Mitch,

>

> I urge you to please reconsider my request to allow me to pick up the children from in front of your home instead of the parking lot where you have directed me to pick up our kids, against my wishes, for the past few weeks. As you witnessed at yesterday's exchange, you almost ran over Ethan when you backed up your large SUV into the parking space adjacent to my car at our exchange. I appeal to you to please take the children's physical as well as emotional safety and well-being into consideration. Please give me an answer by tomorrow on this critical request.

>

> --Christina



Christina Calderon-Stipp <ccstipp@gmail.com>

**Returned mail: User unknown**

Christina Calderon-Stipp <ccstipp@gmail.com>  
: rsmith@radfordsmith.com  
: PATRICIA VACCARINO <plvlaw@aol.com>

Tue, May 29, 2012 at 10:54 AM

Dear Rad,

Please forward the email below to your client and co-counsel, Mitch Stipp. He refuses to provide me with a valid email address through which we can communicate regarding our children. As you can see, it contains official notice regarding our timeshare the 1st weekend of June 2012. I will forward you another such email from me to Mitch, sent on the same day, regarding my Summer out-of-town travel notice to him.

Last Friday, May 25, 2012, Mitch had to send Mia back and forth across his designated parking lot at my scheduled pick-up time in order to use her to messenger me asking me when he was supposed to pick up our kids this week. This method of relaying and obtaining information is not safe, nor should our kids be used as messengers in any manner.

Please advise what email address I am supposed to use in order to communicate with my co-parent, Mitch Stipp.

Thank you,  
Christina

[Quoted text hidden]

Final-Recipient: RFC822; mstipplv@gmail.com

Action: failed

Status: 5.1.1

Remote-MTA: DNS; postoffice.lv.cox.net

Diagnostic-Code: SMTP;550 5.1.1 unknown or illegal alias: mstipplv@gmail.com

Last-Attempt-Date: 2012-05-29 09:29:58 -0700

----- Forwarded message -----

From: Christina Calderon-Stipp <ccstipp@gmail.com>

To: Mitchell Stipp <mstipplv@gmail.com>

Cc:

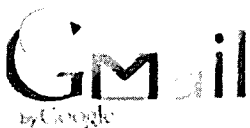
Date: Thu, 24 May 2012 23:03:41 -0700

Subject: 1st Weekend of June 2012

Mitch,

I will have the kids the first weekend of June 2012.

--Christina



Christina Calderon-Stipp <ccstipp@gmail.com>

**Returned mail: User unknown**

Christina Calderon-Stipp <ccstipp@gmail.com>  
cc: rsmith@radfordsmith.com  
cc: PATRICIA VACCARINO <plvlaw@aol.com>

Tue, May 29, 2012 at 10:56 AM

Rad,

Please forward the email below to Mitch.

--Christina

----- Forwarded message -----

From: <postoffice>  
Date: Tue, May 29, 2012 at 9:33 AM  
Subject: Returned mail: User unknown  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

[Quoted text hidden]

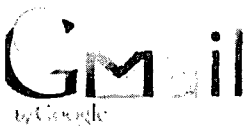
Final-Recipient: RFC822; mstipplv@gmail.com  
Action: failed  
Status: 5.1.1  
Remote-MTA: DNS; postoffice.lv.cox.net  
Diagnostic-Code: SMTP;550 5.1.1 unknown or illegal alias: mstipplv@gmail.com  
Last-Attempt-Date: 2012-05-29 09:30:11 -0700

----- Forwarded message -----

From: Christina Calderon-Stipp <ccstipp@gmail.com>  
To: Mitchell Stipp <mstipplv@gmail.com>  
Cc:  
Date: Fri, 25 May 2012 08:21:51 -0700  
Subject: Out of Town Travel Notice--Summer 2012  
Mitch,

Please be advised that I intend to travel with the children out of town during my timeshare several times during the coming summer months. I will provide you an itinerary before I travel with them.

--Christina



Christina Calderon-Stipp <ccstipp@gmail.com>

**Returned mail: User unknown**

Christina Stipp <ccstipp@gmail.com>  
o: rsmith@radfordsmith.com  
c: plvlaw@aol.com

Sat, Jun 16, 2012 at 9:25 PM

Rad,

Mitch does not get my emails as you can see below. I have many other returned emails from him, and he continues to ask Mia questions the answers to which are contained in the returned emails you claim he receives.

You are his counsel of record. It is not inappropriate for me to give you information to give to your client, who is playing email games by deliberately blocking the receipt of my emails. However, it is inappropriate for you to contact me directly, as I am represented by counsel. Please note that all of my communications to you have been copied to Patricia.

-Christina.

Begin forwarded message:

**Resent-From:** mstipplv@gmail.com  
**From:** postoffice  
**Date:** June 13, 2012 9:25:29 AM PDT  
**To:** Christina Calderon-Stipp <ccstipp@gmail.com>  
**Subject:** Returned mail: User unknown

The original message was received at 2012-06-13 09:22:08 -0700  
from postoffice.lv.cox.net [10.0.0.1]

----- The following addresses had permanent fatal errors -----  
<mstipplv@gmail.com>

----- Transcript of session follows -----  
... while talking to postoffice.lv.cox.net.:

RCPT To: <mstipplv@gmail.com>

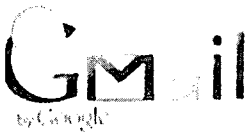
<<< 550 5.1.1 unknown or illegal alias: mstipplv@gmail.com  
550 <mstipplv@gmail.com>... User unknown

Reporting-MTA: dns; postoffice.lv.cox.net Received-From-MTA: DNS; postoffice.lv.cox.net Arrival-Date: 2012-06-13 09:22:08 -0700 Final-Recipient: RFC822; mstipplv@gmail.com Action: failed Status: 5.1.1 Remote-MTA: DNS; postoffice.lv.cox.net Diagnostic-Code: SMTP; 550 5.1.1 unknown or illegal alias: mstipplv@gmail.com Last-Attempt-Date: 2012-06-13 09:22:08 -0700

46d0447a12539e9ad04c247c93c



**EXHIBIT "8"**



Christina Calderon-Stipp <ccstipp@gmail.com>

## Mia Stipp/Kids' Allergies

ork <rsmith@radfordsmith.com>

Sat, Jun 16, 2012 at 5:45 PM

o: Christina Calderon-Stipp <ccstipp@gmail.com>

Christina,

Mitch receives all of your messages. It is not appropriate for you to communicate with me directly, and I would ask that you cease doing so.

Radford Smith

Sent from my iPad

On Jun 16, 2012, at 8:30 AM, Christina Calderon-Stipp <ccstipp@gmail.com> wrote:

- > Rad,
- >
- > Please pass this along to Mitch.
- >
- > Mia:

took Mia to see Dr. Brookes given irritation to Mia's vaginal area that was causing Mia to itch. Dr. Brookes collected a urine sample from Mia at her appointment. She is sending it out for further testing due to higher levels of protein and pH level. She also examined Mia and noted the redness on her vaginal area. Mia told Dr. Brookes that she was also itching while on her camping trip with you last weekend. She said that you put diaper rash cream on her. Dr. Brookes said that we should use skin protectant but that if we use diaper rash cream with zinc oxide, to be sure to clean off the area well. If we leave the zinc oxide on without thoroughly cleaning it away, the area could become more irritated. She recommended Mia also periodically soak in warm bath if discomfort continues, with no soap or bubble bath at all in the water.

> Allergies:

> Mia and Ethan (more so Mia this season) are suffering from allergies. Ethan's seemed more intense in the Spring. Dr. Brookes recommended that we use Nasonex daily with Mia while her symptoms are so prevalent. Recall that she recommended the same for Ethan in the Spring. I have also been giving the kids antihistamine and, sometimes, decongestant at night for Mia as she has greatest discomfort with stuffy nose and congestion at bedtime. I also gave her a breathing treatment yesterday. Can you share with me what you are doing to treat the kids allergies?

> Dr. Brookes recommended that we get the allergy testing done for both kids. The testing is offered at her office. We previously discussed testing, so I will schedule their appointments and let you know the appointment date and time. The cost was estimated to be approximately \$320 per child. I will send you documentation on that as well.

> --Christina

**EXHIBIT "9"**

# VACCARINO LAW OFFICE

ALSO ADMITTED IN  
NEW YORK & NEW JERSEY

8861 W. SAHARA AVE.  
SUITE 210  
LAS VEGAS, NEVADA 89117

TELEPHONE (702) 258-8007  
FACSIMILE (702) 258-8840  
E-MAIL PLVlaw@aol.com

A PROFESSIONAL CORPORATION

June 18, 2012

VIA ELECTRONIC TRANSMISSION

Radford J. Smith, Esq.  
64 N. Pecos Rd., #700  
Henderson, NV 89074

RE: Stipp v. Stipp  
Case No. D-389203

Dear Radford:

I am in receipt of your E-mail addressing Christina's communications with your office. I disagree with your belief that the parties should not have free and open access to each other to communicate concerning the children via E-mail.

In approximately the last year and since we were last before Judge Potter, Christina and I are concerned that Mitch has repeatedly and willfully violated numerous Court orders as follows:

1. Violations of Joint Legal Custody provisions, including, but not limited to (a) healthcare issues, (b) custodial exchanges, (c) enrollment in activities, and (d) travel itineraries.
2. Overall refusal to communicate and coparent with Christina to meet the needs of the children, a serious custodial factor noted in NRS 125.480.
3. Failure to abide by specific Court order regarding notice for travel with the children.
4. Failures to abide by specific timeshare ordered, and failing to provide notice of his intent to be late for custodial exchanges. Christina advised me that in June 2012, Mitch was one and one-half hours late in exchanging the children to Christina at his unreasonably, ordered unsafe custodial exchange location; and,
5. Wilful failure to pay child support/unreimbursed healthcare insurance premiums for the children.

Christina is extremely concerned with your client's numerous "orders" he makes modifying the official Court orders. Of further concern is Mitch's refusal, commencing in the last 45 days to provide or accept any communication regarding the children which conduct, we believe, has worsened with each passing week. Christina has confirmed with me that she has continually attempted to communicate directly with Mitch by phone and in writing.

Radford J. Smith, Esq.

RE: Stipp v. Stipp

Case No. D -389203

June 18, 2012

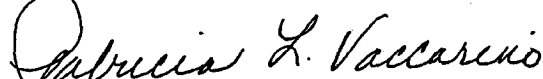
Page 2

regarding numerous parent/child issues. Yet, Mitch has gone as far to even block Christina from his E-mail address. As Mitch is your associate "counsel", Christina forwarded the messages to you requesting that you forward the communications to Mitch.

Please work with me to assist Mitch in allowing Christina to be able to effectively coparent with Mitch and to E-mail Mitch about any and all issues involving the children. I hope you agree that the parties and counsel should not be wasting time and money addressing coparenting issues the parties should address and, hopefully resolve directly with each other. Please respond at your earliest convenience.

Sincerely yours,

VACCARINO LAW OFFICE

  
Patricia L. Vaccarino, Esq.

PLV/ml

cc: Christina Stipp

**EXHIBIT "10"**

**From:** Christina Stipp <ccstipp@gmail.com>  
**To:** PATRICIA VACCARINO <plvlaw@aol.com>  
**Subject:** Fwd: Returned mail: User unknown  
**Date:** Tue, Jul 31, 2012 7:37 pm

---

Begin forwarded message:

**Resent-From:** [mstipplv@gmail.com](mailto:mstipplv@gmail.com)  
**From:** postoffice  
**Date:** July 31, 2012 7:11:54 PM PDT  
**To:** Christina Calderon-Stipp <[ccstipp@gmail.com](mailto:ccstipp@gmail.com)>  
**Subject:** Returned mail: User unknown

The original message was received at 2012-07-31 19:08:33 -0700  
from [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net) [10.0.0.1]

----- The following addresses had permanent fatal errors -----  
<[mstipplv@gmail.com](mailto:mstipplv@gmail.com)>

----- Transcript of session follows -----  
... while talking to [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net):

RCPT To:<[mstipplv@gmail.com](mailto:mstipplv@gmail.com)>

<<< 550 5.1.1 unknown or illegal alias: [mstipplv@gmail.com](mailto:mstipplv@gmail.com)  
550 <[mstipplv@gmail.com](mailto:mstipplv@gmail.com)>... User unknown

Reporting-MTA: dns; [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net) Received-From-MTA: DNS; [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net) Arrival  
-Date: 2012-07-31 19:08:33 -0700 Final-Recipient: RFC822; [mstipplv@gmail.com](mailto:mstipplv@gmail.com) Action: failed  
Status: 5.1.1 Remote-MTA: DNS; [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net) Diagnostic-Code: SMTP; 550 5.1.1  
unknown or illegal alias: [mstipplv@gmail.com](mailto:mstipplv@gmail.com) Last-Attempt-Date: 2012-07-31 19:08:33 -0700

y=e89a8fb201e29ffb2504c629fe94

**From:** Christina Stipp <ccstipp@gmail.com>  
**To:** PATRICIA VACCARINO <plvlaw@aol.com>  
**Subject:** Fwd: Returned mail: User unknown  
**Date:** Tue, Jul 31, 2012 7:37 pm

---

Begin forwarded message:

**Resent-From:** [mstipplv@gmail.com](mailto:mstipplv@gmail.com)  
**From:** postoffice  
**Date:** July 31, 2012 7:12:06 PM PDT  
**To:** Christina Calderon-Stipp <[ccstipp@gmail.com](mailto:ccstipp@gmail.com)>  
**Subject:** Returned mail: User unknown

The original message was received at 2012-07-31 19:08:45 -0700  
from [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net) [10.0.0.1]

----- The following addresses had permanent fatal errors -----  
<[mstipplv@gmail.com](mailto:mstipplv@gmail.com)>

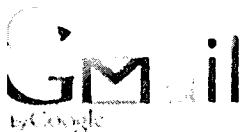
----- Transcript of session follows -----  
... while talking to [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net):

RCPT To:<[mstipplv@gmail.com](mailto:mstipplv@gmail.com)>

<<< 550 5.1.1 unknown or illegal alias: [mstipplv@gmail.com](mailto:mstipplv@gmail.com)  
550 <[mstipplv@gmail.com](mailto:mstipplv@gmail.com)>... User unknown  
Reporting-MTA: dns; [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net) Received-From-MTA: DNS; [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net) Arrival  
-Date: 2012-07-31 19:08:45 -0700 Final-Recipient: RFC822; [mstipplv@gmail.com](mailto:mstipplv@gmail.com) Action: failed  
Status: 5.1.1 Remote-MTA: DNS; [postoffice.lv.cox.net](mailto:postoffice.lv.cox.net) Diagnostic-Code: SMTP;550 5.1.1  
unknown or illegal alias: [mstipplv@gmail.com](mailto:mstipplv@gmail.com) Last-Attempt-Date: 2012-07-31 19:08:45 -0700  
y=14dae9399cadb88d5104c62a879e



**EXHIBIT "11"**



Christina Calderon-Stipp <ccstipp@gmail.com>

---

no subject)

---

itchell Stipp <mstippiv@gmail.com>

Sun, Jul 1, 2012 at 5:40 PM

re: Christina Calderon-Stipp <ccstipp@gmail.com>

I will have the children for 2 weeks of vacation beginning at 6:00 pm on July 16, 2012 and will be traveling out of town with them during the same.

**EXHIBIT "12"**



Christina Calderon-Stipp&lt; ccstipp@gmail.com&gt;

---

**Funeral**

Itchell Stipp< mstipplv@gmail.com>  
o: Christina Stipp <ccstipp@gmail.com>

Mon, Jan 9, 2012 at 10:59 PM

I am sorry to hear that your grandmother passed away.

My visitation this week is Thursday at 6pm until Friday at 6pm (24 hours) as it is the second weekend of the month. As you are aware, our MSA provides you MLK holiday visitation which you have the right to exercise this year and is the reason why I do not have visitation during the weekend.

I did receive your travel notice at approximately 8:02 pm on Friday, December 30, 2011. Your travel notice did not specify the actual location of your planned trip with the children (although your email below suggests that you were planning to travel to Downey, California). Based on this travel notice (which you have argued is required by an order of the family court), you are not permitted to travel out of town with the children earlier than Saturday night on January 14, 2012 (which is 15 days after you provided your notice).

I am not sure it is in the best interests of the children (given their age) to attend the funeral services of your grandmother. However, I assume that the children will not actually attend the wake and burial but will be left in the care of relatives during such times. Under these circumstances, it would seem to me that you should leave the children in my care so that you can travel to California to grieve with your father, grandfather and other family members. Mia is also scheduled to attend school, and she would miss most of this week if the children traveled with you. As you are aware, in the event that you agree with me and decide to travel without them, I have the right of first refusal to care for them anyway.

You have threatened me with court action and sanctions over less than 15-days notice for out-of-state travel. You have unilaterally taken time from me when I have returned the children late during vacation and holiday travel due to circumstances beyond my control (when you already have more time than I do with the children). You regularly leave Ethan in the care of your brother to play video games after you drop Mia off at school so you can exercise at the gym or run errands (even though I am always available to care for Ethan, and Ethan has communicated his preference to be with me). You also have left the children in the care of your brother while you traveled out of state rather than provide me the time with them. Given the foregoing, it is very difficult for me to accommodate you. However, I am willing to do so if you agree to the following:

1. Neither party shall be asked to provide the other 15-days notice of travel out of state with the children and all alleged, prior violations are waived; however, both parties agree to provide notice prior to leaving the state.
2. Provide me visitation from 9:00 am to 6pm on Monday, January 16, 2012 and from 6:00 pm on Sunday, January 22, 2012 until 6:00 pm on Monday, January 23, 2012, and I will waive visitation from 6pm on Thursday, January 12, 2012 until 6pm on Friday January 13, 2012.
3. Provide me visitation from 6pm on July 12, 2012 until 9:00 am on July 18, 2012 (which shall not be interrupted by your vacation visitation), and I will waive visitation at 9:00 am on Friday, July 20, 2012 until 6:00 pm on Sunday, July 22, 2012. Note: I already have regularly scheduled visitation on July 12, 2012 through July 15, 2012.

I look forward to your response.

Begin forwarded message:

**From:** Christina Stipp <ccstipp@gmail.com>

**Date:** January 9, 2012 3:02:44 PM PST

**To:** Mitchell Stipp <mstipplv@gmail.com>

**Subject:** Funeral

Mitch,

As Mia informed you yesterday, my grandmother passed away on Saturday. Memorial services are scheduled for her Wednesday through Friday of this week. They will occur in Downey, CA, where we were planning on visiting this upcoming weekend per my earlier travel notice.

In lieu of your scheduled visitation from 9am until 6pm on Friday January 13th, would you agree to accept Monday January 16 from 9-6 instead so that the children can attend the services?

Thanks,  
Christina



Christina Calderon-Stipp< ccstipp@gmail.com>

## inerary

Christina Stipp< ccstipp@gmail.com>  
o: Mitchell Stipp <mstipplv@gmail.com>

Tue, Jan 10, 2012 at 10:55 PM

Mitch,

Again. Please cease your intentional infliction of emotional distress. The children will not be available on the 16th or the 20 other additional days of visitation you are trying to extort due to my grandmother's unplanned death. Please direct any further correspondence on the matter to my attorney and not me.

-Christina

On Jan 10, 2012, at 10:03 PM, Mitchell Stipp <mstipplv@gmail.com> wrote:

>

> I really do not care what your email now provides after you have already left to California with the children. Your actions are sufficient acceptance regarding my proposal. You understood by my email what I wanted to permit you to travel and keep the children during my timeshare.

>

> My emails are not harassment. I was simply trying to accommodate you (which I am not obligated to do). You understood the consequences of your actions when you left and should not hide behind the death of your grandmother to justify your actions. Unless you honor the arrangement, you are the one violating our MSA (and the court's order regarding our timeshare).

>

> I do not intend to send you any more emails during your time in California. However, I expect the children to be available for pick up on Monday, January 16, 2012 at 9:00 am pursuant to our agreement.

>

>

>

> On Jan 10, 2012, at 9:35 PM, Christina Stipp wrote:

>

>> Mitch,

>>

>> Your proposal is not accepted by me. Consider this email my rejection. Please stop your continued harassment and lack of civility.

>>

>> -Christina

>>

>> On Jan 10, 2012, at 9:02 PM, Mitchell Stipp <mstipplv@gmail.com> wrote:

>>

>>> You do not need more time to consider my response to your proposal. It certainly does not require consultation with your attorney. It is very simple. We can disagree about whether 15 days notice for out-of-state travel is required by the court. However, there is no disagreement about my timeshare this week. The fact that your grandmother passed away last Saturday is not an emergency and does not justify refusing to work out an arrangement with me regarding my scheduled time with the children prior to leaving for California. You have had sufficient time, and I have offered you an arrangement that provides you the ability to be with the children in California during the time you have requested. Therefore, I deem your actions as acceptance of my proposal as set forth in my email dated January 9, (regardless of your email below), and I will act accordingly.

>>>

>>> Again, it is unfortunate that your grandmother has passed. For that, I offer my sincere condolences. However, you have a responsibility as a co-parent to work with me on these issues and have no right to decide them unilaterally (especially when it involves my time with the children).

>>>  
( On Jan 10, 2012, at 8:23 PM, Christina Stipp wrote:

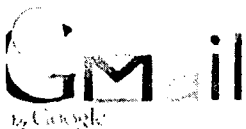
>>>  
>>>> Mitch,  
>>>>

>>>> We will be in Downey, CA from January 10-15th. We will be staying at the Crowne Plaza in Anaheim, CA on Harbor Blvd. I have my cell phone with me. I have not yet had a chance to fully review and consider the multiple points and accusations contained in your detailed response which appears to be a settlement offer, let alone consult with my counsel regarding all of its terms. I hope that you can understand that my thoughts are focused on the family emergency at hand. My grandmother died.

>>>>  
>>>> --Christina  
>>>  
>

**EXHIBIT "13"**





Christina Calderon-Stipp <ccstipp@gmail.com>

## Itinerary & telephone communication request

Christina Stipp <ccstipp@gmail.com>  
 From: Mitchell Stipp <mstipplv@gmail.com>

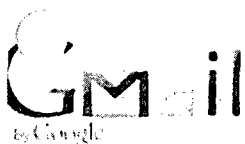
Sat, Jul 14, 2012 at 12:39 PM

Please provide me an itinerary for any out-of-town travel you take with Mia & Ethan during your vacation time with them. Also, as always, I welcome any opportunity you could please provide them to call me during this time.

On Jul 12, 2012, at 6:25 PM, Mitchell Stipp <mstipplv@gmail.com> wrote:

> I will be keeping the children Sunday, July 15, 2012 at 6pm through Monday, July 16, 2012 at 6pm as make-up time for the day of visitation I am owed from your grandmother's funeral.

>  
>



Christina Calderon-Stipp< ccstipp@gmail.com>

---

## elephone Call

---

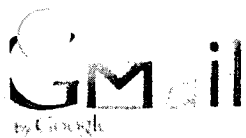
Christina Stipp< ccstipp@gmail.com>  
To: Mitchell Stipp <mstipplv@gmail.com>

Wed, Jul 18, 2012 at 8:49 AM

Mitch,

Can you please have the kids call me? It's been almost a week since they've been away with you. I would love to hear from them.

Thanks,  
Christina



Christina Calderon-Stipp< ccstipp@gmail.com>

**Mia & Ethan**

Christina Stipp< ccstipp@gmail.com>

Mon, Jul 23, 2012 at 8:09 AM

From: "amy.stipp@yahoo.com" <amy.stipp@yahoo.com>, "amystipp@yahoo.com" <amystipp@yahoo.com>

Hi Amy,

I was wondering if you could please help me talk to Mia and Ethan today via telephone. I haven't seen them or talked to them in over 11 days. As you know, I don't get them back until next Monday. I miss them dearly and would love to be able talk to them and tell them that I love them. I'm afraid that my messages to Mitch over the last week regarding the same telephone call request may have not reached him. My cell phone number is below.

Thank you,  
Christina  
(702) 610-0032



Christina Calderon-Stipp <ccstipp@gmail.com>

## Olive Branch--Request for Mediation

Christina Calderon-Stipp <ccstipp@gmail.com>

Fri, Jul 27, 2012 at 12:09 AM

to: Mitchell Stipp <mstipplv@gmail.com>

cc: PATRICIA VACCARINO <plvlaw@aol.com>, rsmith@radfordsmith.com

Mitch,

It has been nearly a year and half since we have last been in Court. Throughout the entirety of this time, however, you have repeatedly violated numerous Court Orders with alarming and increasing frequency. Litigation has already taken a tremendous emotional, not to mention financial, toll on our families. For the sake of our children, I have endeavored, time and again, to work these matters out with you directly, and through your attorney, without resorting to litigation, to no avail.

In fact, as recently as June 18, 2012, Patricia sent Rad a letter detailing my concerns regarding your multiple violations. To date, we have received no response from Rad, or from you, regarding these matters save for your continued refusal to co-parent with me in any manner whatsoever. Your recent action in deliberately denying me telephone contact with the children for over 14 consecutive days (and counting) is cruel. You have hung up on me and ignored multiple emails, voicemail and texts from me simply asking to speak to our kids. In attempting to hurt me, you have also hurt Mia and Ethan, who are only 7- and 5-years-old, respectively. They should have been allowed to speak to their mom during your extended vacation with them. Even prior to this vacation, the kids have repeatedly told me that you will not let them call me when they ask.

I am justifiably concerned for the well-being of our children. On July 1, 2012, you informed me that you were going to be taking Mia and Ethan out-of-town during your 18-day vacation with them (our MSA only provides for a 14-day vacation period). Yet, you failed to provide me with any itinerary of their travels as required by our MSA. Without any communication with them, or information from you regarding them, I cannot be assured of their well-being. It's not only a matter of common courtesy to let me know where you are going with the kids when traveling outside of Nevada, as well as to allow them to call me, but it is required of you by Orders of the Court.

Please note that my decision not to seek judicial intervention, at this time, does not mean that I am waiving my right to seek enforcement of our valid and binding Court orders in the future. As you know, the fact that our custody case is on appeal does not mean that the district court lacks jurisdiction to address these continuing and egregious violations. For the sake of our children, however, I extend the following offer to you to attend mediation together in the hope of reaching a rapid resolution regarding these outstanding matters.

At mediation, we could address the following: 1) your refusal to allow Mia and Ethan to talk to me via telephone as detailed above; 2) your leaving the state of Nevada on multiple occasions with Mia and Ethan without providing me 15-day advance notice; 3) your refusal to provide me with an itinerary of your travels with them; 4) your refusal to pay your share of their health care premiums for almost 1 year, to date; 5) unilaterally changing our established drop-off location to an unsafe parking lot adjacent to your guard gates despite my objections and your rejection of my request to meet with you in person to discuss the matter; 6) secretly enrolling Ethan in a reading program without any notice to me, let alone an invitation to participate; 7) your being late repeatedly in your drop-off exchanges, including one instance in which you were 1.5 hours late; 8) your blocking receipt of my emails regarding important matters concerning Mia and Ethan; and, finally, 9) your refusal to communicate with me, let alone consult and cooperate, regarding any and all matters of joint legal custody involving our very young children.

We have been successful in mediation before. As you know, in July 2009, we agreed to facilitate daily telephone contact with the kids. That stipulation was entered as an Order of the Court on August 7, 2009. Although daily telephone calls may not always be feasible, certainly facilitating at least one telephone call every couple of days would be beneficial to our children and our relationships with them. Fourteen days without telephone contact or travel itineraries is simply inexcusable.

Please advise me immediately as to your willingness to mediate the above matters, and I would be happy to coordinate this for us. For the sake of our children, I look forward to your immediate and affirmative response.

Thanks,  
Christina



Christina Calderon-Stipp <ccstipp@gmail.com>

## Olive Branch--Request for Mediation

Mitchell Stipp <mstipplv@gmail.com>  
To: Christina Stipp <ccstipp@gmail.com>

Mon, Jul 30, 2012 at 1:23 PM

I received your message below.

You have never attempted to reach any sort of compromise on any issue. Both you and Patricia have repeatedly distorted facts, made false allegations, and continue to generate conflict over matters that hardly require litigation.

For the record, I deny your false allegations. I will not specifically respond to them again because they have been previously addressed in my prior correspondence.

While I am not opposed to mediation, any such meeting should also include resolution of the case currently pending on appeal.

Mitchell Stipp

Begin forwarded message:

**From:** Christina Calderon-Stipp <ccstipp@gmail.com>  
**Date:** July 27, 2012 2:09:53 AM CDT  
**To:** Mitchell Stipp <mstipplv@gmail.com>  
**Cc:** PATRICIA VACCARINO <plvlaw@aol.com>, rsmith@radfordsmith.com  
**Subject:** Olive Branch--Request for Mediation

[Quoted text hidden]

**EXHIBIT "14"**



Christina Calderon-Stipp <ccstipp@gmail.com>

(no subject)

Christina Stipp <ccstipp@gmail.com>  
To: Mitchell Stipp <mstipplv@gmail.com>

Sun, Jan 1, 2012 at 6:59 PM

Mitch,

This is the second time in less than 6 months that you have taken a trip with the kids and have failed to return them home on time because of poor travel planning. Please understand that this affects plans that I make with the children, including visiting with out-of-town relatives, who will now not be able to see the kids.

I reserve the right to pursue sanctions against you for what is becoming your habitual violation of the visitation schedule. Please adjust your pick up time this week to accommodate your delay.

-Christina

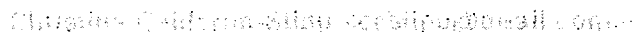
On Jan 1, 2012, at 4:09 PM, Mitchell Stipp <mstipplv@gmail.com> wrote:

> Our flight back from Texas has been delayed. Based on current information provided to me, I expect to be able to return the children to your home between 7pm and 8pm tonight. I apologize for any inconvenience.

>

> Sent from my Mobile Phone





Sun, Jun 10, 2012 at 4:49 PM

Sent from my Mobile Phone



Christina Calderon Stipp <ccstipp@gmail.com>

---

(no subject)

---

Mitchell Stipp <mitchell.stipp@yahoo.com>

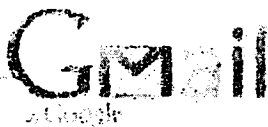
Sun, Jul 10, 2011 at 2:07 PM

To: Christina Stipp <ccstipp@gmail.com>

Please be advised that we missed our flight back to Las Vegas this afternoon. Unfortunately, we cannot get on another flight until tonight. We are now expected to arrive at almost midnight. Given these circumstances, I would prefer to drop off the children tomorrow at 9am. If you would rather I drop them off after we arrive, please advise me via email and I will attempt to accommodate your request. I apologize for any inconvenience this may cause.

Sent from my Mobile Phone

**EXHIBIT "15"**



Christina Calderon-Stipp <ccstipp@gmail.com>

---

## Kid Shine

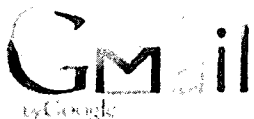
Mitchell Stipp <mstippiv@gmail.com>

Mon, Nov 21, 2011 at 10:29 PM

To: Christina Calderon-Stipp <ccstipp@gmail.com>

Please be advised that I will not be able to change my plans with the children to accommodate their performances at Kid Shine on December 9th and 10th. I have discussed this possibility with them already, and both understood that they may not be able to participate. However, the children did seem concerned that you would be disappointed if they did not attend these events. I would appreciate it if you could let them know that you will not be, and I will endeavor to accommodate such activities in the future.

**EXHIBIT "16"**



Christina Calderon-Stipp <ccstipp@gmail.com>

## Health Premiums, Dental reimbursement, CBR

Mitchell Stipp <mitchell.stipp@yahoo.com>

Mon, Sep 26, 2011 at 10:03 AM

to: Christina Stipp <ccstipp@gmail.com>

I am not playing games with the children's healthcare. I have paid more than my share of support since our divorce. I think it would be inappropriate for you to characterize me as a "deadbeat dad." I have timely paid every dollar of my child support which exceeds the statutory maximum.

With respect to the children's insurance premiums, I obtained and paid the premiums after our divorce for the children's health insurance. You refused to reimburse me during this 2 year period even when I informed you that my former employer was not paying them. At our settlement conference in January of 2011, we discussed this issue and thereafter I voluntarily paid the amount you demanded for reimbursement without any credit for my previous payments with the hope that such an act would be viewed kindly by you. I thought my good faith would be rewarded (i.e., grease the wheels of settlement). Unfortunately, I spent the next 6 months litigating issues with you and we never resolved anything. The problem is that you never concede anything. You always demand resolution your way. There is no compromise with you (i.e., you are a taker). It is why Judge Gaston at the settlement conference labeled you and Patricia as unreasonable.

Let me be clear: I am not interested in litigating any issues in the family court. However, my position on insurance premiums for June through August and Mia's cord blood storage fee is valid. I should not be expected to request invoices and confirmation of payment for items that you want me to reimburse. As far as the cord blood storage fee, this is not a medical expense (even if I paid any portion of it in the past). My support obligations are more than adequate to cover this cost.

I will pay my share of the insurance premiums for September because you have confirmed that they have been paid (although you have not provided me an invoice). I understand you may have elected with SHL not to receive invoices. However, I need some confirmation of either the monthly or annual premium amount. As I understand it, premiums are periodically adjusted. I am unwilling blindly to pay these costs.

Please advise me of the children's condition after Dr. Brookes has evaluated them.

On Sep 25, 2011, at 10:28 PM, Christina Stipp wrote:

> Mitch,

>

> Why do you want to continue to play games when it comes to something as important as our children's health care? Do you really want to be considered a deadbeat Dad?

>

> You played games in the past by withholding your share of their health premiums for a year, then you paid a lump sum so you could save face before Judge Potter, then you began paying the \$97 per month without requiring a monthly invoice. My attached bank statement show regular withdrawals from my bank account to Sierra health for each child for the past 18 months. I don't play games with our children's health. If you want, why don't you insure the kids and I'll pay you my half of their amount.

>

> Please try to put your ego, hostility and never-ending anger aside and be a decent person for once. I know that you and your fee-generating support group love to force litigation, but we are talking about undisputed health insurance premiums here.

>

> Also, if you had a question as to the amounts, why didn't you say something several months ago when I asked you for reimbursement? Clearly, you must have better things to do in your life than to continue to renege on your obligations of support for your children.

>  
> hristina

>  
> On Sep 25, 2011, at 9:17 PM, Mitchell Stipp <mitchell.stipp@yahoo.com> wrote:

>>  
>> Mia's cord blood storage fee is not a medical expense for which you can obtain separate reimbursement under the MSA. I am certain there is available proceeds from my child support payments that you can direct to make this payment.

>>  
>> With respect to insurance premiums, I am not obligated to reimburse you without an invoice from SHL and confirmation that the bills have been paid by you. Your request for reimbursement must also be made within 30 days of billing and payment. I have no way of knowing what SHL is billing you for the premiums without an invoice. I also have no way of knowing that you have paid the premiums without confirmation of your payment. For the months at issue, you have not provided me any invoices. Today is the first time you have provided me confirmation that you have paid amounts to SHL. Even if you now provided all of the required documentation for reimbursement, your request for reimbursement for the months of June, July and August are now untimely.

>>  
>> As far as Mia's dental bill, it is my belief that this payment was made. I will review my records and advise you. If it has not been paid, I will do so.

>>  
>> On Sep 25, 2011, at 7:55 PM, Christina Calderon-Stipp wrote:

>>> Mitch,

>>>  
>>> Attached is proof of my payment of Mia's cord blood storage fee. Please reimburse your 50% share per our A. Also attached are copies of emails and supporting documentation that I sent you regarding your overdue health care premiums and Mia's last dental appointment. Please pay your share of those amounts as well. You have not paid any portion of the children's health premiums since May 2011.

>>> Thank you,

>>> Christina

>>> <Dental Reimbursement.pdf><Health Premiums.pdf><Mia's CBR 2011.pdf>

>>

**ATTACHMENT (c) TO 26**



1 **OPP**

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 64 N. Pecos Road, Suite 700

6 Henderson, Nevada 89074

7 T: (702) 990-6448

8 F: (702) 990-6456

9 Email: rsmith@radfordsmith.com

10 MITCHELL D. STIPP, ESQ.

11 Nevada Bar No. 007531

12 7 Morning Sky Lane

13 Las Vegas, Nevada 89135

14 T: (702) 378-1907

15 F: (702) 483-6283

16 Email: Mitchell.Stipp@yahoo.com

17 Attorneys for Defendant

18 **DISTRICT COURT**  
19 **CLARK COUNTY, NEVADA**

20 CHRISTINA CALDERON STIPP,

21 Plaintiff,

22 v.

23 MITCHELL DAVID STIPP,

24 Defendant.

CASE NO.: D-08-389203-Z

DEPT.: M

FAMILY DIVISION

ORAL ARGUMENT REQUESTED

YES ☒ NO ☐

25 **OPPOSITION TO MOTION FOR AN ORDER TO SHOW CAUSE TO ISSUE AND BE**  
26 **ENFORCED AGAINST DEFENDANT, TO COMPEL DEFENDANT'S COMPLIANCE WITH**  
27 **COURT ORDERS, TO REDUCE ARREARS DUE BY DEFENDANT TO JUDGMENT, TO**  
28 **REVIEW DEFENDANT'S CHILD SUPPORT OBLIGATION, FOR OTHER RELATED RELIEF**  
29 **AND FOR ATTORNEY FEES, COSTS AND SANCTIONS**

30 **AND**

31 **COUNTERMOTION FOR MEDIATION OF PARENTING ISSUES, A RESTRAINING ORDER**  
32 **TO PREVENT DISCLOSURE TO THIRD-PARTIES OF FINANCIAL DATA RELATED TO**  
33 **CHILD SUPPORT REVIEW, AND FOR AN AWARD OF ATTORNEY'S FEES, COSTS AND**  
34 **SANCTIONS**

35 DATE OF HEARING: September 25, 2012

36 TIME OF HEARING: 1:30 p.m.

COMES NOW, Defendant MITCHELL D. STIPP ("Mitchell"), by and through his co-counsel of record, Radford J. Smith, Esq., of the firm of Radford J. Smith, Chartered, hereby submits Mitchell's Opposition and Countermotion captioned above, to the motion filed by Plaintiff Christina Calderon Stipp ("Christina"), through her counsel, Patricia Vaccario, Esq., of Vaccarino Law Office.<sup>1</sup>

This filing is based upon the following points and authorities, the affidavit of Mitchell attached hereto as Exhibit A-1, all pleadings and papers on file in this action, and any oral argument made or evidence introduced at the time of the hearing. Specifically, Mitchell requests that this Court:

1. **DENY** Christina's motion in its entirety except that this Court shall review Mitchell's child support obligations based on the formula applicable to joint physical custody arrangements set forth in *Wright v. Osburn* and calculate the "obligation for support" in accordance with NRS 125B.070(1)(b)(2) without any deviations.
2. **GRANT** Mitchell's countermotion for a restraining order to prevent Christina from disclosing to third parties his Financial Disclosure Form and any financial information provided by Mitchell related to the review by the Court of Mitchell's child support obligations. This restraining order would not prohibit Christina from sharing such information with her attorneys and accountants for the purpose of determining the appropriate level of child support.
3. **GRANT** Mitchell's countermotion for mediation at the Family Mediation Center to resolve parenting issues and matters related to insurance premiums.
4. **GRANT** Mitchell's countermotion for attorney's fees, costs and sanctions against Christina.

I.

STATEMENT OF FACTS

The parties were divorced by Decree of this Court on March 6, 2008 (the "Decree"). The Decree granted the parties joint physical custody of their children, Mia, born October 19, 2004 (now age 7), and Ethan, born March 24, 2007 (now age 5). Christina unsuccessfully challenged that designation before

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<sup>1</sup> Because Ms. Vaccarino has raised an issue regarding the date of the filing of this response, Mitchell notes that a full copy of Christina's motion was not served upon undersigned counsel until August 24, 2012 via mail. The ten (10) business day period prescribed by EDCR 2.20 and NRCP 6 ended on September 10, 2012 due to intervening weekends and holidays. The three (3) days additional time added due to service by mail (NRCP 6) rendered the due date to be September 13, 2012.

1 this Court's predecessor, Judge Frank Sullivan, who confirmed the parties' status as joint physical  
2 custodians via Order entered on November 4, 2010.<sup>2</sup>

3  
4 The parties were last before this Court on September 14, 2011. That hearing was a culmination  
5 of a year of litigation brought by Christina in which she demanded that the parties' children (then ages  
6 five (5) and three (3)) be submitted to continued psychological testing and therapy. The Court appointed  
7 Dr. Louis Etcoff as the expert to address Christina's claims, and instead of Dr. Etcoff finding that Mia  
8 needed therapy (he found she did not), he recommended, in essence, that Christina seek therapy. The  
9 Court confirmed the findings of Dr. Etcoff at the September 14th hearing, and found that it was not  
10 medically necessary for Mia (or Ethan) to receive additional mental health treatment.  
11

12 It is worth noting that during time leading to the September 14th hearing, this Court repeatedly  
13 admonished the parties regarding the extent and nature of litigation in this case, and suggested more than  
14 once that it did not want to see future litigation over petty matters. Regardless of the admonishment of  
15 the Court, almost from the date of the September 14th hearing, Christina and her counsel have engaged  
16 in a campaign designed to lead back to litigation before this Court. Mitchell has tried to disengage from  
17 Christina's efforts by only addressing with her those matters that he felt relevant to the best interests of  
18 the children, but Christina has been relentless, a fact demonstrated her present motion consisting of over  
19 100 pages of text and exhibits.<sup>3</sup>  
20

21  
22 Christina's motion rehashes a series of issues that have previously been raised and addressed  
23 before Judge Sullivan on June 9, 2009 (notice for out-of-town travel and insurance premiums).  
24

---

25 <sup>2</sup> Christina's appeal, and Mitchell's cross appeal, of that order is pending before the Nevada Supreme Court. The fast tracking  
26 briefing process is complete. The Nevada Supreme Court has invited amicus curiae participation by the Family Law Section  
of the State Bar of Nevada ("FLS"). The FLS has until September 17, 2012 to file its brief.

27 <sup>3</sup> Christina's zeal for litigation even caused her to file in the Supreme Court (in response to a simple motion of the Amicus for  
28 a briefing extension) essentially the same affidavit that she submits with the present motion. She cannot stop herself from  
disparaging Mitchell to everyone that will listen, and complain about her perception that this Court has "failed to enforce  
valid orders." By Order dated August 29, 2012, the Nevada Supreme Court struck her pleading from the record of the  
appeal.

1 December 8, 2009 (telephonic communication) and May 6, 2010 (telephonic communication) and this  
2 Court, Judge Potter, on October 6, 2010 (insurance premiums and telephonic communication). Mitchell,  
3 in an effort to avoid readdressing these issues once again with the Court, would request that the Court  
4 direct the parties to mediation to attempt to resolve them. Mitchell has nevertheless briefly addressed  
5 each of those issues below.  
6

7 **A. Christina's True Motivation for her Request for Review of Child Support**

8 Under the Decree, Mitchell currently pays child support in the sum of \$1,000.00 per month per  
9 child. Christina ostensibly moves for an increase of \$80.00 in child support (\$40.00 per child) to the  
10 statutory cap amount of support under the formula in NRS 125B.070. It is plain that the request for such an  
11 increase could not justify Christina's long motion. In reality, Christina is seeking continuing investigation  
12 into Mitchell's finances to 1) to perform discovery into Mitchell's finances that was denied by this Court  
13 previously; and 2) disclose Mitchell's financial information to others. Specifically, in motions both before  
14 Judge Sullivan and Judge Potter, Christina claimed that Mitchell had failed to name assets during the  
15 divorce, and demanded the right to perform discovery to prove her case. She had no competent evidence to  
16 support that claim, and the law did not permit it. Christina nevertheless ploughed on with her claim. As  
17 more specifically discussed below, Judge Sullivan denied Christina's motions, and later Judge Potter denied  
18 Christina motion to rehear Judge Sullivan's order.  
19  
20  
21

22 As shown below, there is evidence that suggests that Christina has provided confidential  
23 information from this file to lawyers representing creditors in the bankruptcy case of William Plise, the  
24 principal of Mitchell's former employer. Christina's design is to claim, as she unsuccessfully and without  
25 basis has claimed here, that Mitchell has committed fraud. While Mitchell has filed his Financial  
26 Disclosure Form, that form, or the information contained in that form, should not be used by Christina as a  
27 weapon to forge ahead with bogus claims against him in actions that have nothing to do with this Court's  
28

1 calculation of child support. Mitchell requests a restraining order preventing the release of confidential  
2 material gained in the context of this action to others.

3  
4 **B. The Calculation of Support**

5 Mitchell and Christina are licensed Nevada lawyers. Christina has refused to return to work and is  
6 without a doubt underemployed. Mitchell, on the other hand, has gone back to work, albeit on a project that  
7 is coming to a close. Mitchell has been acting as an independent contractor for Field Law, Ltd. ("Field  
8 Law"), a Las Vegas, Nevada firm. Field Law has engaged Mitchell to perform work on a single mega-  
9 bankruptcy case. In that matter, Mitchell represents a class of creditors of a local homebuilder before the  
10 United States Bankruptcy Court for the District of Nevada. The term of Mitchell's engagement at Field  
11 Law will end upon completion of his work in that case. Attached hereto as Exhibit A-2 is a letter from Jon  
12 E. Field, Esq., confirming that fact.<sup>4</sup>

14 As shown below, Christina has not alleged any change of circumstances justifying a modification of  
15 support. Moreover, even if the Court were to proceed with a calculation without the requisite showing of a  
16 change of circumstances, based upon Mitchell's income, Christina's willful underemployment, and the  
17 parties' status as joint physical custodians, this Court should reduce Mitchell's present obligation of  
18 support.  
19  
20  
21  
22

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23  
24 <sup>4</sup> In that bankruptcy case, there is a hearing on confirmation of debtor's plan of reorganization scheduled on September 25, 2012,  
25 which is the same date as the hearing scheduled on Christina's motion. Mitchell's work commitment this month has made it  
26 impossible for him to respond completely to Christina's motion by September 13, 2012, and he may not be able to attend the  
27 hearing in the present motion. For these reasons, Mitchell asked Christina to stipulate to reschedule the hearing and extend the  
28 due dates for filing his response and Financial Disclosure Form, to attend mediation at the Family Mediation Center, and to  
agree to keep confidential their respective Financial Disclosure Forms and any information exchanged by the parties related to  
the Court's review of Mitchell's child support obligations. See Letter from Radford Smith to Patricia Vaccarino dated August  
31, 2012 attached hereto as Exhibit B. Unfortunately, Christina refused to re-schedule the hearing date, mediate any issues at  
the Family Mediation Center, and agree to keep Mitchell's financial information confidential. See Letter from Patricia  
Vaccarino to Mitchell Stipp and Radford Smith dated September 5, 2012 attached hereto as Exhibit C.

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II.

ARGUMENT

A. Review and Modification of Child Support

1. *A change in circumstance is required to modify child support.*

Christina's motion seeks a review of Mitchell's child support obligations. At the time the parties divorced on March 6, 2008, Mitchell agreed to pay \$1,000.00 per child, which amount exceeded the presumptive maximum amount per child pursuant to NRS 125B.070(2). Currently, the presumptive maximum amount per child is \$1,040.00. Apparently, Christina would like to have Mitchell's child support obligations increased by at least \$80.00 per month. Prior to the filing of Christina's motion, Christina never communicated to Mitchell that she wanted him to pay more than \$1,000.00 per child.

The Nevada Supreme Court in *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213, 228 (2009) clarified that the district court only has authority to modify a child support order upon finding there has been a change in circumstances since the entry of the order and the modification is in the best interests of the children. The Nevada Supreme Court specifically provided:

Under NRS 125B.145(1), the district court must review the support order if three years have passed since its entry. The district court must then consider the best interests of the child and determine whether it is appropriate to modify the order. NRS 125B.145(2)(b). Modification is appropriate if there has been a factual or legal change in circumstances since the district court entered the support order. Upon a finding of such a change, the district court can then modify the order consistent with NRS 125B.070 and 125B.080. *Id.* Therefore, although a party need not show changed circumstances for the district court to review a support order after three years, changed circumstances are still required for the district court to modify the order.

*Id.* at 229.

Christina has not alleged in her motion that any change in circumstance has occurred. Presumably, with respect to the change in circumstance, Christina is relying on the fact that Mitchell

1 recently accepted a temporary project to work on a bankruptcy case at Field Law. However, Christina does  
2 not specify how this "change" warrants an increase in Mitchell's child support obligations.

3  
4 **2. Calculation of child support must be based on joint physical custody.**

5 The parties have joint physical custody of the children. Christina incorrectly argues in her motion  
6 that this Court should calculate child support on the presumption that Christina has primary physical  
7 custody of the children. Christina's position is frivolous. The parties' marital property settlement  
8 agreement (the "MSA"), which was incorporated into the Decree, provides that the parties have joint  
9 physical custody of their children, the subsequent stipulation to which the parties agreed and was entered  
10 by Judge Sullivan on August 7, 2009 ("SAO"), which provided Mitchell additional time did not change  
11 the custody status of the parties, and Judge Sullivan confirmed the same in his order entered on  
12 November 4, 2010. No court (including the Nevada Supreme Court) has ruled that the parties are  
13 anything other than joint physical custodians.  
14

15 The holding in *Rivero* confirmed that in cases where the parties have joint physical custody, the  
16 *Wright v. Osburn* formula, shall determine which party should receive child support. 216 P.3d at 231-32  
17 (citing 114 Nev. 1367, 1368-69, 970 P.2d 1071, 1072 (1998)). The Nevada Supreme Court explained:  
18

19 [U]nder *Wright*, child support in joint physical custody arrangements is  
20 calculated based on the parents' gross incomes. *Id.* at 1368-69, 970 P.2d at  
21 1072. Each parent is obligated to pay a percentage of their income,  
22 according to the number of children, as determined by NRS  
23 125B.070(1)(b). The difference between the two support amounts is  
24 calculated, and the higher-income parent is obligated to pay the lower-  
income parent the difference. *Id.* The district court may adjust the  
resulting amount of child support using the NRS 125B.080(9) factors. *Id.*

25 *Id.* at 232.

26 The *Rivero* decision also made it clear that the *Wright* formula remains unchanged by the new  
27 definition of joint physical custody set forth in its opinion even if there is a disparity in the timeshare  
28

1 like in this case. *Id.* As set forth in Judge Sullivan's order entered on November 4, 2010, Christina has  
2 sixty percent (60%) and Mitchell has forty percent (40%) of the physical timeshare with their children.

3  
4 3. *Christina is willfully underemployed.*

5 As discussed below, Christina's Financial Disclosure Form ("Christina's FDF")<sup>5</sup> reports nominal  
6 income from investments and rental properties, and no income from employment. Christina disclosed  
7 on page 1 of Christina's FDF that her occupation is a "stay-at-home caretaker" who was last employed  
8 in her own practice, Stipp Law Group, in 2008. As such, Christina is willfully underemployed.

9  
10 Christina is an attorney who is licensed to practice law in the State of Nevada. She graduated  
11 from Georgetown Law School in 2000. Prior to forming Stipp Law Group, Christina was a litigation  
12 associate at Morris Pickering (which is now known as Morris Law Group). Christina offers no  
13 explanation in her motion why she cannot seek and obtain a job as an attorney.

14 "If a parent who has an obligation for support is willfully underemployed or unemployed to  
15 avoid an obligation for support of a child, that obligation must be based upon the parent's true potential  
16 earning capacity." NRS 125B.080(8). In *Minnear v. Minnear*, 107 Nev. 495, 814 P.2d 85 (1991), the  
17 court held that where there is a preponderance of evidence demonstrating that a party is willfully  
18 underemployed, a presumption arises that shifts the burden to the underemployed party to prove that the  
19 willful underemployment is for reasons other than the avoidance of child support obligation. 107 Nev.  
20 at 498, 814 P.2d at 86-87. Here, the Court must presume that Christina's obvious underemployment  
21 (she claims a total income of \$608.00 on Christina's FDF), is due to her desire to avoid the correct  
22 computation of child support under statutory formula (as interpreted in *Wright v. Osburn*, *supra*).  
23 Consequently, when calculating the parties' relative obligations of support, the Court should utilize  
24 Christina's "true potential earning capacity" as the basis for Christina's relative obligation.  
25  
26  
27

28  

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 <sup>5</sup> EDCR 5.32(a) requires that Christina's FDF accompany her motion. Christina's motion was filed on August 20, 2012, and Christina's FDF was filed nine (9) days later on August 29, 2012.



1 As an attorney who has at least eight (8) years of prior legal experience (which only includes  
2 experience prior to leaving the work force in 2008), Mitchell believes Christina is still capable of  
3 earning at least \$75,000.00 to \$100,000 per year. Christina, like other single mothers with school age  
4 children, has ample time to work. She, however, does not want to do so because she believes it will  
5 disadvantage her child custody action, and she seeks to avoid a calculation of support whereby she  
6 receives less.

8 Christina's FDF reveals that she will soon need to return to full time work. Christina reports on  
9 Christina's FDF that she has \$137,716.00 in cash in bank accounts. See Christina's FDF at pg. 5 (Lines  
10 1-2). She also reports total monthly personal expenses of \$18,507.00. *Id.* at pg. 3 (line 24). The  
11 income she reports from investments and rental properties (\$608.00), plus Mitchell's current child  
12 support of \$2,000.00 per month, less her total monthly personal expenses, leaves Christina with a net  
13 monthly loss of \$15,899.00. *Id.* at pg. 4. At this "burn rate," Christina will be out of money in less than  
14 nine (9) months. As part of the division of the marital estate at the time the parties divorced in 2008,  
15 Christina received \$1,826,000.00 in cash plus the rental property "free and clear" located at 1005  
16 Hickory Park (now apparently only worth \$175,000.00 according to Christina's FDF). Assuming that  
17 Christina's FDF is accurate, Christina appears to be seeking more money in child support from Mitchell  
18 to cover her personal monthly expenses rather than working (which she is capable of doing). Faced with  
19 the prospect of running out of money (or being forced to liquidate her rental properties for cash in an  
20 otherwise "down" real estate market), Christina still elects not to work because if she did she likely  
21 would not receive the \$2,000.00 per month that Mitchell has been providing to Christina for the support  
22 of the children for the last four (4) years. From Christina's perspective, it makes better financial sense to  
23 accept \$2,000.00 per month in child support, which is tax-free money for federal income tax purposes,  
24 than work.

1 Mitchell is working and earning money to pay his bills and support his children. He is doing so  
2 even though Christina has threatened to take time from him with the children pursuant to the right of  
3 first refusal provided to the parties in the SAO. See Letter from Patricia Vaccarino to Mitchell Stipp and  
4 Radford Smith dated September 5, 2012, page 2, attached hereto as Exhibit C ("If Mitch has 'limited  
5 available time' this and next month, we would request that Mitchel provide his full work schedule and  
6 tax meeting schedule to Christina as soon as possible so she may exercise a right of first refusal to care  
7 for the children in Mitch's absence and time of unavailability."). Fortunately for Mitchell, his work  
8 schedule does not interfere with his ability to care for his children during his timeshare.  
9  
10

11 As shown above, Christina's refusal to return to work in her field is tactical. She cannot  
12 overcome the presumption that she is willfully underemployed, and the Court should base the parties'  
13 relative child support obligations upon a calculation of her true income capacity.  
14

15 **4. *Christina may be underreporting her "gross monthly income" for purposes of***  
16 ***determining her obligation for support.***

17 NRS 125B.070(b)(2) defines the "obligation of support" due for the parties' children as twenty-  
18 five percent (25%) of a party's gross monthly income as defined by NRS 125B070(1)(a) (but not more  
19 than the presumptive maximum amount which is \$1,040.00 per child). The determination of the  
20 obligation of support is based most often on the submission of the Financial Disclosure Forms required  
21 by EDCR 5.32.  
22

23 As referenced above, Christina reports on Christina's FDF that her total gross monthly income is  
24 \$608.00 per month, and that the source of that income is "investment income and rental income". See  
25 Christina's FDF pg. 2 (lines 13-14). Christina does not disclose the source of the investment income on  
26 her Asset and Debt Schedule in the FDF, or anywhere else on the form. See Christina's FDF pg. 5 (lines  
27 5-8 are blank). The source of Christina's rental income appears to be from the two (2) rental properties  
28 owned by "CME Properties, Series 1 and 2, LLC," which Christina owns through her separate property

1 trust. See Christina's FDF pg. 5-6 (lines 14-15). Christina, however, has failed to complete the  
2 Business Income/Expense Schedule for her rental property business. See Christina's FDF pg. 9.

3  
4 Generally, cash or the fair market value of property that Christina receives from the rental  
5 properties (i.e., rent) is income from which Christina is permitted to deduct "legitimate business  
6 expenses" for purposes of determining "gross monthly income" pursuant to NRS 125B.070(1)(a). Since  
7 Christina elected not to complete the Business Income/Expense Schedule for her rental property  
8 business, this Court cannot determine whether the amount of rental income reported on Line 14 of page  
9 2 of Christina's FDF is accurate. Furthermore, Christina fails to disclose the amount of depreciation  
10 claimed in computing the rental income. See Christina's FDF pg. 2 (line 14). "Legitimate business  
11 expenses" do not include amounts allowable by the IRS for depreciation of a rental property. When  
12 calculating income for federal tax purposes, an annual deduction for the portion of the cost of rental  
13 property is permitted. "Taxable income," however, is not the same as "gross monthly income" under  
14 NRS 125B.070(1)(a). Depreciation is a non-cash deduction (i.e., it is a "paper" expense and does not  
15 require an actual cash expenditure) and therefore should not be deducted from income. Accordingly,  
16 Mitchell believes that over and above her willful underemployment, Christina may be underreporting  
17 her gross monthly income for purposes of determining her obligation of support. Since Christina's FDF  
18 is incomplete (and untimely---See Footnote 5 above), under EDCR 5.32(a), this Court may construe it as  
19 an admission that Christina's motion is not meritorious and as cause for its denial, and this Court may  
20 award Mitchell his attorney's fees and impose sanctions.  
21  
22  
23

24 5. *Christina fails in her motion to set forth any facts which would justify any deviation*  
25 *from the calculation in Wright and formula in NRS 125B.070(1)(b)(2) in accordance*  
26 *with the factors set forth in NRS 125B.080(9).*

27 The focus of the statutory formula for child support is meeting the needs of the children. Indeed,  
28 NRS 125B.080(5) reads

1 It is presumed that the basic needs of a child are met by the formulas set forth in NRS  
2 125B.070. This presumption may be rebutted by evidence proving that the needs of a  
3 particular child are not met by the applicable formula.

4 In *Fernandez v. Fernandez*, 126 Nev. Adv. Rep. 3, 222 P.3d 1031, 1039 (2010), the Court held  
5 "if changed circumstances merit modification, revising the award to conform to the formula guidelines  
6 presumptively meets the child's needs." Here, Christina has provided no evidence to overcome that  
7 presumption. The parties' children have no special economic needs whatsoever. Christina has provided  
8 no evidence upon which the Court could make the required written findings mandated by NRS  
9 125B.080(9). The reason for this is that there is no basis for any deviation from the application of the  
10 statutory formula in this case.  
11

12  
13 **B. This Court should Enter its Order Restraining Christina from Disclosing to Third  
14 Parties any Financial Information Produced or Filed in this Case.**

15 Both parties have an inherent privacy right to the financial information contained on their  
16 Financial Disclosure Forms and any information exchanged by the parties related to the review by the  
17 Court of the parties' relative child support obligations. As discussed above, Christina's motivation for  
18 seeking a review of his child support obligations has little to do with increasing Mitchell's support  
19 obligation. Since Christina's motion offers no evidence justifying any deviation from the formula as set  
20 forth in NRS 125B.070(1)(b)(2), she cannot with a straight face argue that the possible \$80.00 total  
21 increase is the real reason she has filed her bloated motion. What the evidence suggests is that Christina  
22 has two (2) true underlying intentions – to revive stale claims, and to bring harm to Mitchell.  
23

24 Part of Christina's true intent in filing her motion is to obtain financial information on Mitchell's  
25 "assets" to revive her "omitted asset" claims already denied by Judge Sullivan at the hearings on  
26 February 3, 2010 and June 22, 2010, and by this Court on December 1, 2010. Indeed, as part of her  
27 present motion, she asks this Court to reconsider the issue of Christina's access to the tax returns of  
28

1 Aquila Investments, LLC, which this Court already addressed at the hearing on December 1, 2010, and  
2 Judge Sullivan had addressed before that.

3  
4 The other factor motivating Christina to file her motion seeking financial review is to harm  
5 Mitchell. It appears that it is Christina's intent to provide Mitchell's financial condition to creditors  
6 suing William W. Plise, the principal of Mitchell's former employer. Mr. Plise was a local real estate  
7 developer whose businesses failed as a result of the credit crisis beginning in 2008. Mitchell (and  
8 Christina through Stipp Law Group) previously worked for Mr. Plise's real estate companies during the  
9 term of the parties' marriage. Prior to filing for Chapter 7 bankruptcy in April of 2012, Mr. Plise was  
10 the subject of several lawsuits to collect on his personal guarantees he made of real estate loans secured  
11 by local projects. Christina appears to want to gather Mitchell's financial information and provide it to  
12 Mr. Plise's creditors to bolster false claims of collusion between Mitchell and Mr. Plise.

13  
14 The evidence of Christina's intent is found in the mysterious and anonymous provision of  
15 information from this case to Mr. Plise's creditors. Specifically, prior to Mr. Plise's bankruptcy filing,  
16 at a judgment debtor examination conducted by one of Mr. Plise's creditors, Mr. Plise was presented  
17 with and asked about an affidavit that he provided for Mitchell in this case. The affidavit concerned the  
18 amount of money Mitchell received while working for Mr. Plise's companies. As this Court is aware,  
19 this case is sealed pursuant to NRS 125.110, so the creditors would have no access to anything but the  
20 orders and pleadings in this matter. Indeed, the attorney representing one of Mr. Plise's creditors  
21 informed Mr. Plise and his counsel that Mr. Plise's affidavit in this case was "dropped off at [his]  
22 office[.]" and he did not know who delivered it. Neither Mr. Plise nor Mitchell provided Mr. Plise's  
23 affidavit in this case to Mr. Plise's creditor. Under these circumstances, it is reasonable to assume that  
24  
25  
26  
27  
28

1 Christina or her counsel disclosed this affidavit. Attached as Exhibit D is a letter from Lance Johns,  
2 Esq., who represented Mr. Plise, which confirms these facts as described above.<sup>6</sup>

3  
4 Mitchell's counsel has attempted to address the matter of confidentiality with respect to these  
5 financial matters directly with Ms. Vaccarino. See Letter from Radford Smith to Patricia Vaccarino  
6 dated August 31, 2012 attached hereto as Exhibit B. Not only has Christina's counsel, Ms. Vaccarino,  
7 refused to consider Mitchell's reasonable request, she has impliedly threatened to disclose Mitchell's  
8 private financial data to the bankruptcy trustee appointed in Mr. Plise's bankruptcy, the Review Journal,  
9 and creditors of Mr. Plise and other parties who are investigating Mr. Plise's assets in connection with  
10 his bankruptcy. See Letter from Patricia Vaccarino to Mitchell Stipp and Radford Smith dated  
11 September 5, 2012, page 3, attached hereto as Exhibit C ("Certainly, if the Bankruptcy Trustee, the  
12 Review Journal, creditors or investigators are seeking evidence of the truth, you cannot expect Christina  
13 and me to subject that 'truth' to confidentiality and/or a gag-order.").

14  
15  
16 Contrary to Ms. Vaccarino's threats, this Court has the inherent power to enter orders associated  
17 with the information contained in its case files. In *Johanson v. Eighth Judicial District Court*, 124 Nev.  
18 245, 182 P3d 84 (2008), the Nevada Supreme Court held that a poorly defined blanket gag order preventing  
19 discussion of a divorce action by the parties was unconstitutionally vague and overbroad. In its analysis in  
20 *Johanson*, however, the court recognized that "gag" orders may be issued when (1) the activity poses a  
21 clear and present danger or a serious and imminent threat to a protected competing interest, (2) the order  
22 is narrowly drawn, and (3) no less restrictive means are available. *Johanson*, 124 Nev. at 247, 132 P.3d  
23 at 96. The *Johanson* court further recognized a Court's inherent power to protect its orders and files,  
24 citing with approval *Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 598-99, 98 S. Ct. 1306, 55  
25 L. Ed. 2d 570 (1978) (noting that "[e]very court has supervisory power over its own records and files,"

26  
27  
28  

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6 The transcript for Mr. Plise's judgment debtor examination referenced in Mr. John's letter was not included in this Exhibit D due to its size.

1 and the decision to allow access to court records is best left to the sound discretion of the trial court);  
2 *Whitney v. Whitney*, 164 Cal. App. 2d 577, 330 P.2d 947, 951 (Cal. Ct. App. 1958) (providing that  
3 alimony proceeding can be closed for the welfare of a child); *State v. Grimes*, 29 Nev. 50, 81, 84 P.  
4 1061, 1071 (1906) (stating that there are stronger reasons to deny public access to judicial records  
5 concerning private matters when public access "could only serve to satiate a thirst for scandal"); *Katz v.*  
6 *Katz*, 356 Pa. Super. 461, 514 A.2d 1374, 1379 (Pa. Super. Ct. 1986) (recognizing that "no legitimate  
7 purpose can be served by broadcasting the intimate details of a soured marital relationship," however,  
8 good cause must be shown before a proceeding can be closed). *Johanson*, 124 Nev. at 250, 132 P.3d at  
9 98.

12 Applying these principles to the present case, the Court should find that a "gag" order preventing  
13 disclosure of Mitchell's (or the parties') confidential information to anyone unnecessary to the  
14 determination of the parties' relative child support obligation. First, the activity of Christina providing  
15 Mitchell's confidential financial information to the community poses an imminent threat to Mitchell's  
16 protected competing interest, his right to privacy from disclosure to the public of such information.  
17 Christine's position that she can publish such information to whomever she pleases, if taken to its  
18 logical end, would mean that everyone who is ever involved in a child support proceeding would  
19 thereby waive any right to privacy of even his or her most confidential financial information. Scorned  
20 spouses, like Christina, would be free to publish such information to whomever they please, including  
21 business competitors, lawyers in adversary lawsuits, and financial institutions. The potential for damage  
22 and violation of Mitchell's right of privacy justifies the imposition of the gag order under the first  
23 criteria recognized in *Johanson*.

1 Second, the order here could be narrowly drawn so that it did not affect Christina's right to seek  
2 a review of child support. Indeed, Mitchell is not requesting a limit on the use of such information in  
3 these proceedings, only limits regarding the use of the information outside of the suit.  
4

5 Third, there is no less restrictive means available. Either the information is published to third  
6 parties or it is not. A simple restraining or gag order that does not affect Christina's right to prosecute  
7 her claim for a review of child support is not actually restrictive at all to her only legitimate use of the  
8 financial information.  
9

10 Based upon the foregoing, Mitchell requests that the Court enter its order prohibiting the  
11 dissemination of the parties' financial information to anyone other than lawyers, experts or consultants  
12 involved in this case.

13 **C. Tax Returns for Aquila Investments, LLC**

14 The district court has already addressed the issue of disclosure of the tax returns of Aquila  
15 Investments, LLC (the "Aquila Tax Returns") at hearings before Judge Sullivan on February 3, 2010  
16 and June 22, 2010 and this Court on December 1, 2010. Again, for the record, the Aquila Tax Returns  
17 are not Mitchell's returns. Judge Sullivan made it clear in his orders that the Aquila Tax Returns may  
18 only be released to Christina's counsel and/or accounting expert pursuant to a confidentiality agreement.  
19 See Judge Sullivan's Orders attached hereto as Exhibit E. Mitchell has also offered to provide them to  
20 Christina as an accommodation. However, neither Ms. Vaccarino nor Christina has signed the  
21 confidentiality agreement provided them. Christina has also not provided Mitchell or his counsel the  
22 name of her accounting expert she has engaged to review the Aquila Tax Returns, and this person has  
23 not signed the confidentiality agreement.  
24  
25  
26

27 Mitchell desired to end the issue of Christina's false claims in 2009 that he received distributions  
28 from Aquila Investments, LLC that were omitted from division of the marital estate upon the parties'



1 divorce in March of 2008. Mitchell asked the company's former principal, Mr. Plise, for authorization  
2 to present the company's tax returns to Judge Sullivan. Mr. Plise required that Mitchell sign a  
3 confidentiality agreement, and upon doing so, on December 18, 2009, Mitchell voluntarily submitted the  
4 2007 and 2008 Aquila Tax Returns for *in camera* review by Judge Sullivan. Christina asks in her  
5 motion for Mitchell to confirm the location of the copies of the Aquila Tax Returns. Presumably, Judge  
6 Sullivan has retained the Aquila Tax Returns Mitchell submitted, and they are available for review in his  
7 chambers (subject, of course, to a confidentiality agreement).

8  
9  
10 **D. Parenting and Insurance Premium Matters**

11 Mitchell has asked this Court to refer the parties to mediation at the Family Mediation Center on  
12 the parenting issues and matters related to insurance premiums discussed in this Section. The district  
13 court has already addressed these matters at hearings before Judge Sullivan on June 9, 2009 (notice for  
14 out-of-town travel and insurance premiums), December 8, 2009 (telephonic communication) and May 6,  
15 2010 (telephonic communication) and this Court on October 6, 2010 (insurance premiums and  
16 telephonic communication).

17  
18 **1. *Notice of Out of State Travel***

19 Christina's motion asks for an order to show cause to issue and be enforced against Mitchell  
20 regarding alleged failures by Mitchell to provide adequate notice of out of state travel with the children.  
21 Ms. Vaccarino prepared and submitted an order to this Court from a hearing before Judge Sullivan on  
22 June 4, 2009 and for some reason this Court entered it on or about January 19, 2012 (almost three (3)  
23 years after the hearing). *See* Order attached hereto as Exhibit F. At the hearing, Judge Sullivan made  
24 an off-the-cuff remark that the parties should give each other fifteen (15) days' notice of out of state  
25 travel, and that remark appeared in the minutes. *See* Minutes attached hereto as Exhibit G. Judge  
26 Sullivan never intended this remark to be a "court order" because he expressly provided that no order  
27  
28

1 would be required as the clerk's minutes would be sufficient record of the proceedings and referred the  
2 parties to mediation at the Family Mediation Center. The Nevada Supreme Court in *State, Div. Child &*  
3 *Fam. Servs v. Dist. Ct.*, 120 Nev. 445, 451, 92 P.3d 1239, 1239 (2004) (quoting *Rust v. Clark Cty.*  
4 *School Dist.*, 103 Nev. 686, 688, 747 P.2d 1380, 1382 (1987) (emphasis in original)), held the following:

6 "Entry" involves the filing of a signed written order with the court clerk.  
7 Before the court reduces its decision to writing, signs it, and files it with  
8 the clerk, the nature of the judicial decision is impermanent. The court  
9 remains free to reconsider the decision and issue a different written  
10 judgment. Consequently, a "[c]ourt's oral pronouncement from the bench,  
11 the clerk's minute order, and even an unfiled written order are ineffective  
12 for any purpose."

13 We hold that dispositional court orders that are not administrative in  
14 nature, but deal with the procedural posture or merits of the underlying  
15 controversy, must be written, signed, and filed before they become  
16 effective.

17 As this Court may not have been aware at the time it entered an order from Judge Sullivan's  
18 hearing, the parties subsequently agreed to a stipulation during mediation, which was later entered by  
19 Judge Sullivan as an actual order, and it does not contain any obligation to provide fifteen (15) days'  
20 notice for out of state travel. See SAO attached hereto as Exhibit H. If Judge Sullivan wanted the  
21 parties to be bound by a requirement to provide such notice, he would have entered an order including  
22 such requirement and certainly would not have referred the parties to mediation to resolve this issue (and  
23 other matters before him). Furthermore, if the parties desired to be bound by such a requirement, they  
24 would have included it in the stipulation prepared by the parties during the mediation.

25 Mitchell has provided adequate notice of out of state travel with the children after the hearing on  
26 June 4, 2009 and entry of the order by this Court on January 19, 2012. See Emails from Mitchell Stipp  
27 to Christina Calderon Stipp attached hereto as Exhibit I. Christina's allegations in her motion that  
28 Mitchell has violated any order of the court are simply false. While Mitchell understands that it may be

1 "common courtesy" for one party to provide the other party notice of out of state travel with the  
2 children, fifteen (15) days' notice can be unduly burdensome and fails to serve the best interests of the  
3 children. For example, if Mitchell decides he wants to take the children to California over the weekend  
4 to go to Disneyland, the beach, or camping, he cannot do so unless he notifies Christina fifteen (15)  
5 days' in advance or secures a waiver of enforcement of this requirement from Christina. Attached as  
6 Exhibit J is an email exchange between Mitchell and Christina during May of 2011. In this email,  
7 Christina asks Mitchell to change his timeshare with the children to accommodate a family function.  
8 Mitchell agrees, provided, that Christina allows Mitchell to take the children to Disneyland with less  
9 than fifteen (15) days' notice. Christina agrees; however, she subsequently learns that Mitchell has also  
10 invited the children's cousins on the trip to Disneyland, and she revokes her consent because Christina  
11 does not want Ethan to be around his cousin, Cody.  
12  
13

14 Mitchell believes that Christina instructed Ms. Vaccarino to prepare an order based on a hearing  
15 before Judge Sullivan and submit it to this Court for entry solely for the purpose of harassing Mitchell  
16 with threats of contempt and controlling his timeshare with the children. Whether the parties provide  
17 fifteen (15), ten (10), or five (5) days' notice, it is immaterial to the best interests of the children, which  
18 should be the only focus of any order by the district court. Christina is more interested in creating  
19 orders that she can attempt to enforce against Mitchell rather than allowing the children to enjoy travel  
20 experiences with Mitchell (even if they arise on less than fifteen (15) days' notice).  
21  
22

## 23 2. *Out of State Travel Itinerary*

24 Article I, Section 1.1(c) of the parties' MSA requires the parties to provide a "travel itinerary  
25 (including trip dates, planned destination by address, and an estimated date and time of arrival back[])"  
26 when traveling with the children: Neither party has provided the kind of detailed travel itinerary  
27 required by this section of the MSA. However, similar to Christina, Mitchell has provided travel  
28

1 itineraries that include the trip destination and places where the children would be staying. See Emails  
2 from Mitchell to Christina attached hereto as Exhibit I. Although Mitchell has complied with this  
3 requirement of the MSA, Christina only wants more detailed information (which she does not even  
4 provide Mitchell herself) so she can continue to harass Mitchell and his wife Amy and interfere with his  
5 timeshare with the children. For example, after providing previous notices to Christina, Mitchell's hotel  
6 reservations have been inexplicably cancelled or changed, and often times on these trips, Mitchell and  
7 Amy receive multiple telephone calls daily in the hotel rooms, which are immediately disconnected  
8 when answered by Mitchell or Amy.  
9  
10

### 11 3. *Telephonic Communication*

12 Christina's motion asks for an order to show cause to issue and be enforced against Mitchell  
13 regarding alleged failures by Mitchell to facilitate daily telephonic communication between the children  
14 and Christina during Mitchell's timeshare. This matter has been addressed by the parties in pleadings  
15 and papers before the district court at hearings before Judge Sullivan on December 8, 2009 and May 6,  
16 2010 and this Court on October 6, 2010. The fact is that neither party facilitates daily telephone  
17 communication with the other party. If the children ask to call Christina, Mitchell always facilitates  
18 these requests. However, Mitchell does not receive daily telephone calls from the children and has  
19 never received a call from the children while they were on vacation with Christina.  
20  
21

22 Mitchell explained in great detail to Judge Sullivan in his October 29, 2009 filing (pages 17-19)  
23 the reasons for his inability to comply with this agreement when he wrote the following:

24 Mitchell has provided in Subsection (d) below an email in which Christina  
25 simply "goes off" on Mitchell after he had sent her a reply email regarding  
26 the children's telephone communication. Specifically, the SAO requires  
27 the custodial parent to facilitate daily telephonic communication between  
28 the non-custodial parent and the children by placing at least one (1)  
telephone call per day. Neither party has complied with the terms of this  
provision. While seemingly a good idea, the presence of this provision in  
the SAO has granted Christina continued opportunities to harass Mitchell

1 and his wife Amy in front of Mia. Indeed, within weeks of reaching that  
2 agreement, Christina began to create conflict by refusing to permit the  
3 children to speak to his wife Amy (who happens to be the children's  
4 stepmother) on the telephone and disconnecting the calls if Amy spoke to  
5 the children during Mitchell's calls (even if the children asked to speak to  
6 her).

7 Furthermore, Christina would attempt compliance with the letter of  
8 the agreement but ignore the spirit by placing calls when the children were  
9 otherwise preoccupied (e.g., watching favorite television program,  
10 immediately before guests arrived, dinner, or snack time, or when one of  
11 the children was sleeping) so that the children would immediately want to  
12 end the call or would not participate meaningfully in the conversation, and  
13 placing calls from various phone numbers, blocked telephone  
14 identification numbers and after hours with the expectation that Mitchell  
15 would not answer. Mitchell would return all messages left by the children  
16 or call back if calls were disconnected, but Christina would never accept  
17 Mitchell's calls or have the children return his messages even when he  
18 called back multiple times (in some instances less than 30 seconds after  
19 missing a call or a call was disconnected). Many times Christina or her  
20 family members caring for the children would disconnect the calls in the  
21 middle of Mitchell's conversation with the children.

22 The issue of forcing the children to call the non-custodial parent  
23 became overly burdensome given Christina's bad intentions and  
24 gamesmanship. Mitchell ultimately reasoned that neither party should  
25 force the children to call the other parent, but that each should facilitate  
26 specific requests by the children to speak to the other. On each occasion  
27 when the children have asked to call Christina, Mitchell placed the call,  
28 and Mitchell has taught Mia how to use the phone and Christina's  
telephone number. If the children do not connect with Christina, he tries  
her again and always answers Christina's return telephone calls.  
Christina, on the other hand, does not place calls to Mitchell for the  
children any longer, and Mitchell has only spoken to the children once on  
the phone in several weeks (which did not even include Mia's birthday on  
October 19, 2009).

Mitchell attempted to communicate his position to Christina via  
email. The emails started cordially, but Christina erupted almost  
immediately when Mitchell requested that she refrain from making  
inappropriate comments to the children. The tone of Christina's emails  
(quoted below) are a perfect representation of why she cannot facilitate,  
and refuses to permit, frequent associations between Mitchell and the  
children.

1 Judge Sullivan never addressed the matter of daily telephonic communication in his order.  
2 Therefore, Christina's request for relief was denied. *Cf. Bd. of Gallery of History v. Datecs Corp.*, 116  
3 Nev. 286, 289, 994 P.2d 1149, 1150 (2000) (noting that the district court's failure to rule on a request  
4 constitutes a denial of the request). However, this did not stop Christina from seeking to punish  
5 Mitchell. Christina filed a motion for an order to show cause, which was heard by this Court on October  
6 6, 2010, in which she again complained that Mitchell failed to facilitate daily telephonic communication  
7 with the children. Mitchell again addressed the matter in his September 23, 2010 filing (page 42). This  
8 Court ultimately denied Christina's motion.  
9

#### 10 4. *Location of Timeshare Exchanges*

11 Christina's motion asks this Court to consider her request to have timeshare exchanges occur at  
12 each of the parties' respective residences by the party receiving custody utilizing the "honk-and-seatbelt  
13 rule." The parties' Decree and MSA are silent on the issue of the location of timeshare exchanges.  
14 Currently, Mitchell makes the children available for Christina to pick up at the Custom Home Finding  
15 Center on the Southwest corner of Marble Ridge Drive and Flamingo Road at the entrance of The  
16 Ridges in the master planned community of Summerlin. The address of the building is 11277 Marble  
17 Ridge Drive. This site is the closest public location to Mitchell's residence and only a few short miles  
18 from Christina's home. Mitchell has been dropping the children off and Christina has been picking  
19 them up there since March 12, 2012 (approximately six (6) months). Christina desires to pick the  
20 children up at Mitchell's residence. Attached as Exhibit K is an email exchange between the parties  
21 regarding the pick-up/drop-off exchange.  
22

23 Christina has harassed Mitchell and Amy since the parties divorced in March of 2008. Even  
24 after Christina pledged that she would stop harassing Mitchell in 2008, she has continued to harass  
25 Mitchell and Amy. When Mitchell and Christina were married, they shared a home in Red Rock  
26  
27  
28

1 Country Club. When the parties agreed to divorce, Christina moved out, and Mitchell remained in the  
2 home. However, for several months after the divorce, while Mitchell was at work, neighbors regularly  
3 reported to him that Christina drove through the neighborhood, looked through the windows at the  
4 house, and periodically checked the mail. On October 24, 2008, Amy was with Mitchell when he went  
5 to pick up the children. When Christina saw that Amy was there, Christina jumped into Mitchell's car,  
6 and in front of the parties' children began screaming that Amy was a "homewrecker," a "bitch," and a  
7 "slut." She only left the car when her father pulled her away. To reduce the potential for conflict,  
8 Mitchell's sister, Megan Cantrell, began facilitating the timeshare exchanges. Ms. Cantrell would pick  
9 up and drop off the children at Christina's home. However, Ms. Cantrell is not always available to drop  
10 off the children.  
11  
12

13 At an appointment for Mia on June 9, 2010, in front of Ethan, Christina called Amy a "bitch"  
14 and a "whore" and screamed at her that "God is punishing you because you can't have children of  
15 your own." Christina usually invites her brother, Anthony Calderon, to pick up the children. Mr.  
16 Calderon has also picked up the children without Christina. The relationship between Mr. Calderon and  
17 Mitchell is detailed extensively in Mitchell's September 23, 2010 filing (pages 13-15). To refresh the  
18 memory of the Court, Mr. Calderon threatened to beat Mitchell up and kill him at Mia's appointment on  
19 June 9, 2010. Mitchell obtained a restraining order against Mr. Calderon, which was later dissolved.  
20  
21 Ms. Vaccarino also represented Mr. Calderon.  
22

23 Mitchell lives with his wife Amy and their son, Mitchell, Jr., who is now almost two (2) years  
24 old, in a gated community in Summerlin. The decision to allow Christina access to their community is  
25 not Mitchell's alone. Amy has a stake in the decision, and both Mitchell and Amy must consider  
26 Mitchell, Jr.'s safety as well. Based on Christina's previous bad behavior as detailed above, neither  
27  
28

1 Mitchell nor Amy wants Christina at or near their home. Accordingly, Mitchell would prefer to  
2 continue to drop off the children at the Custom Home Finding Center near Mitchell's residence.

3  
4 **5. Payment for Insurance Premiums**

5 Christina's motion asks this Court to impose a judgment against Mitchell for his alleged failure  
6 to pay one-half (1/2) of the children's healthcare insurance premiums during the last ten (10) months.  
7 This matter has been addressed by the parties in pleadings and papers before the district court at  
8 hearings before Judge Sullivan on June 9, 2009 and this Court on October 6, 2010. The fact is that  
9 Christina owes Mitchell more than Mitchell allegedly owes Christina, and it is Christina who is  
10 refusing to pay her share.  
11

12 Mitchell explained in great detail to this Court in his September 23, 2010 filing (pages 42-44) the  
13 reasons for offsetting amounts allegedly due Christina against amounts Christina owes Mitchell when he  
14 wrote the following:

15  
16 Christina references in her motion that Mitchell has failed to  
17 reimburse Christina for one-half (1/2) of the medical expenses and costs  
18 she has incurred for the children. However, she does not provide any  
19 support for this conclusion in her motion. Mitchell has reimbursed and/or  
20 intends to reimburse Christina in the time required by the MSA for all  
21 such expenses. See Email Correspondence from Mitchell to Christina  
22 dated August 20, 2010 attached hereto as part of Exhibit 25. The only  
23 matter of dispute between them is whether Christina will reimburse  
24 Mitchell for her share of Mia's occupational therapy at Achievement  
25 Therapy Center and whether Mitchell should pay one-half (1/2) of the  
26 insurance premiums incurred by Christina for insurance covering the  
27 children since June of 2010.<sup>¶</sup> Mitchell is entitled to reimbursement for the  
28 costs and expenses of Mia's occupational therapy at Achievement Therapy  
Center even if Christina elected not to participate after June 9, 2010.  
Attached hereto as Exhibit 28 are the invoices from Achievement Therapy  
Center showing the charges incurred and the amounts paid by Mitchell.  
The amount owed by Christina is \$312.50, which Christina refuses to pay  
because she did not participate in the therapy after June 9, 2010. Mitchell  
has not attempted to collect this nominal amount by litigation.

After the parties divorced, Mitchell's former employer continued  
to provide insurance coverage for the children at no cost or expense to



1 Mitchell until approximately June of 2008. After June of 2008, Mitchell  
2 was forced to obtain and pay for a policy of insurance for the children.  
3 Mitchell obtained group coverage (coverage for the children and Mitchell)  
4 and paid the premiums for two (2) years because Christina refused to  
5 reimburse him for the amount allocable to the children. Mitchell did not  
6 file a motion for contempt (or any other motion). He simply paid the  
policy premiums until June of 2010 when Christina separately obtained  
insurance coverage for the children. The amount of the unreimbursed  
premiums is approximately \$2,400.00.

7 Mitchell asked Christina to obtain insurance policies for the  
8 children in May of 2010 because Christina violated his medical privacy by  
9 changing the address on Mitchell's account with Sierra Health & Life  
10 Insurance Company ("SHL") without any right or authority to do so. See  
11 Email Correspondence by and between Mitchell and Christina dated  
12 March 11, 2010 attached hereto as Exhibit 29. SHL investigated the  
13 matter and determined that Mitchell's address "was changed on [his]  
14 group coverage to 11757 Feinberg Place in November 2008 based on a  
15 Form 3547 received from USPS[,] and [i]n May 2009, SHL received  
16 returned mail with a forwarding address from the USPS and [Mitchell's]  
17 home address for [his] current individual policy was changed to the 11757  
18 Feinberg Place address" See Letter from SHL dated April 28, 2010  
19 attached hereto as Exhibit 30. The address referenced in SHL's letter is  
20 Christina's address for the home she purchased after the parties' divorced.  
21 Certainly, Mitchell did not change the address to Christina's home (and  
22 Christina had no right or authority to do so in November of 2008 even for  
23 the children who also reside at Mitchell's residence). Attached hereto as  
24 Exhibit 31 are explanations of benefits from SHL sent to Christina's  
25 address for medical treatment received by Mitchell from the end of 2008  
26 through the beginning of 2010. Mitchell was unaware that Christina was  
27 receiving this information until April of 2010.

28 Included in the explanations of benefits is detailed information on  
medical tests performed by Dr. Eva Littman, a fertility specialist. At the  
time, Mitchell and Amy were attempting to conceive a child. Armed with  
this information, Christina specifically communicated to Amy at Mia's  
occupational therapy session on June 9, 2010 that "God is punishing you  
because you can't have children of your own." See Affidavit of Amy  
attached hereto as part of Exhibit 26.

Mitchell is entitled to credit for the two (2) years of insurance  
premiums and the costs of Mia's occupational therapy that Mitchell paid  
without reimbursement from Christina. However, Mitchell is not asking  
for this Court to intervene. Mitchell is content simply to deduct amounts  
owed to Christina presently and in the future for insurance premiums from  
amounts owed to him for the same until they are paid (after which time he

1 will reimburse Christina for insurance premiums as required by the MSA).  
2 Under these circumstances, Mitchell is certainly not guilty of contempt

3 Judge Potter denied Christina's motion for contempt. Accordingly, Mitchell was authorized to  
4 deduct any amounts he allegedly owed Christina from amounts Christina owed Mitchell. Attached as  
5 Exhibit L is Mitchell's March 27, 2012 email to Christina detailing all outstanding amounts owed to  
6 Mitchell. However, to resolve the matter, Mitchell is willing to waive reimbursement for Christina's  
7 share of the children's insurance premiums from June of 2008 through February of 2009 (\$900.00), the  
8 outstanding amounts for Mia's initial evaluation and final sessions of occupational therapy at  
9 Achievement Therapy Center (\$512.50), the fees charged by Dr. Mishalow for his deposition (\$600),  
10 and the costs of Mia's sessions with Dr. Kalodner (\$500.00). As part of that resolution, however,  
11 Mitchell requests that this Court order that Christina pay her share of the children's insurance premiums  
12 from March 1, 2009 through May 31, 2010. Christina's share of these insurance premiums equals  
13 \$1,230.08, which is still less than the amount Christina claims Mitchell owes her in her motion  
14 (approximately \$970.00). *Id.*; see also Exhibit M (Letters from Sierra Health & Life confirming  
15 coverage of the children under Mitchell's personal policy of insurance and payment by Mitchell of the  
16 insurance premiums).  
17  
18  
19

20 Accordingly, Mitchell respectfully asks that this Court enter a judgment against Christina in the  
21 amount of the difference, which is \$260.08. Alternatively, Mitchell will continue to deduct any amounts  
22 he allegedly owes Christina from amounts Christina owes Mitchell after which Mitchell will commence  
23 again paying one-half (1/2) of the children's insurance premiums.  
24

#### 25 E. Attorney's Fees, Costs and Sanctions

26 Christina's motion is an attempt to re-litigate the matters already decided by Judge Sullivan and  
27 this Court with the hope that this Court will provide Christina more favorable rulings. Mitchell has  
28 demonstrated that an order to show cause should not be issued because Mitchell has complied with all

1 orders of the district court and applicable rules and procedure. Therefore, Christina should be required  
2 to pay Mitchell's attorney's fees and costs. NRS 18.010 and Section 4.7 of the MSA provide that the  
3 prevailing party in any legal action related to or arising out of the MSA shall be entitled to an award of  
4 attorney's fees and costs incurred by the party.  
5

6 EDCR 7.60(b)(1), (3) and (4) also provides the following:

7 The court may, after notice and an opportunity to be heard, impose upon  
8 an attorney or a party any and all sanctions which may, under the facts of  
9 the case, be reasonable, including the imposition of fines, costs or  
10 attorney's fees when an attorney or a party without just cause:

11 (1) Presents to the court a motion or an opposition to a motion  
12 which is obviously frivolous, unnecessary or unwarranted.

13 ...

14 (3) So multiplies the proceedings in a case as to increase costs  
15 unreasonably and vexatiously.

16 (4) Fails or refuses to comply with these rules.

17 Christina and Ms. Vaccarino filed Christina's Motion knowing that it is replete with factual  
18 errors, intentional misrepresentations and personal attacks of Mitchell and undersigned counsel. As  
19 discussed above, the goal of the motion is to re-litigate the matters already decided by Judge Sullivan  
20 and this Court with the hope that this Court will provide Christina more favorable rulings. As such, the  
21 motion is unnecessary and unwarranted. Furthermore, the only matter asserted by Christina that is  
22 properly before this Court is the review of Mitchell's child support obligations. Mitchell believes  
23 Christina's motivation for seeking a review of his child support obligations have little to do with  
24 increasing his support by \$80.00 per month (or as she claims "at least" \$80.00 per month). As  
25 explained above, Christina's motion offers no evidence justifying any deviation from the formula as set  
26 forth in NRS 125B.070(1)(b)(2). Mitchell believes the real purpose is to obtain financial information on  
27 Mitchell's "assets" to revive her claims, which were denied by Judge Sullivan at the hearings on  
28

1 February 3, 2010 and June 22, 2010 and by this Court on December 1, 2010, that Mitchell fraudulently  
2 omitted assets from the division of the marital estate at the time of the parties' divorce. Mitchell also  
3 believes Christina is using the threat of disclosure of his personal financial information to Mr. Plise's  
4 bankruptcy trustee and creditors with the specific intent to harm Mitchell and Mr. Plise in order to force  
5 Mitchell to pay more than his fair share of support.  
6

7  
8 **III.**

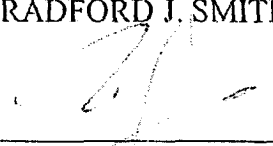
9 **CONCLUSION**

10 Based upon the foregoing, Mitchell requests that this Court:

- 11 1. **DENY** Christina's motion in its entirety except that this Court shall review Mitchell's  
12 child support obligations based on the formula applicable to joint physical custody  
13 arrangements set forth in *Wright v. Osburn* and calculate the "obligation for support" in  
14 accordance with NRS 125B.070(1)(b)(2) without any deviations.
- 15 2. **GRANT** Mitchell's countermotion for a restraining order to prevent Christina from  
16 disclosing to third parties his Financial Disclosure Form and any financial information  
17 provided by Mitchell related to the review by the Court of Mitchell's child support  
18 obligations. This restraining order would not prohibit Christina from sharing such  
19 information with her attorneys and accountants for the purpose of determining the  
20 appropriate level of child support.
- 21 3. **GRANT** Mitchell's countermotion for mediation at the Family Mediation Center to  
22 resolve parenting issues and matters related to insurance premiums.
- 23 4. **GRANT** Mitchell's countermotion for attorney's fees, costs and sanctions against  
24 Christina.

25 DATED this 13 day of September, 2012.

26 RADFORD J. SMITH, CHARTERED

27   
28 RADFORD J. SMITH, ESQ.

Nevada Bar No. 002791

64 N. Pecos Road, Suite 700

Henderson, Nevada 89074

Attorneys for Defendant

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "Countermotion for Mediation of Parenting Issues, a Restraining Order to Prevent Disclosure to Third-parties of Financial Data Related to Child Support Review, and For an Award of Attorney's Fees, Costs and Sanctions" on this 13 day of September, 2012, to all interested parties as follows:

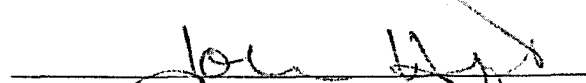
☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

Patricia L. Vaccarino, Esq.  
Vaccarino Law Office  
8861 W. Sahara Avenue, Suite 210  
Las Vegas, Nevada 89117

  
An employee of Radford J. Smith, Chartered

## EXHIBIT A-1

AFFIDAVIT OF MITCHELL DAVID STIPP

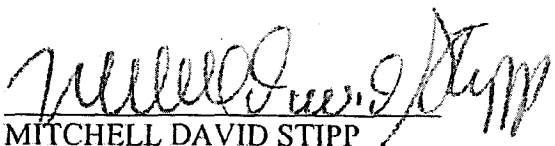
STATE OF NEVADA       )  
                                  ) ss:  
COUNTY OF CLARK     )

I, MITCHELL DAVID STIPP, being first duly sworn, deposes and states:

1. I am the Defendant in the case of *Stipp v. Stipp*, case number D-08-389203-Z in the Eighth Judicial District Court, State of Nevada. I submit this affidavit in support of my Countermotion for Mediation of Parenting Issues, a Protective Order to Prevent Disclosure to Third-parties of Financial Data Related to Child Support Review, and For an Award of Attorney's Fees, Costs and Sanctions (the "Opposition").

2. I have personal knowledge of the facts contained in the Opposition, I am competent to testify thereto, and the facts contained therein are true and accurate to the best of my knowledge and belief.

FURTHER, AFFIANT SAYETH NOT.

  
MITCHELL DAVID STIPP

Subscribed and sworn before me this 13 day September, 2012.

  
NOTARY PUBLIC in and for the State of Nevada

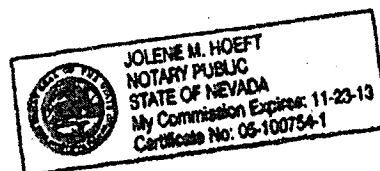


EXHIBIT A-2



318 East Bridger Avenue  
Suite 202  
Las Vegas, Nevada 89101

Tel: 702.489.4440  
Fax: 702.489.4443  
www.fieldlawltd.com

JON EVENSEN FIELD  
jon@fieldlawltd.com

September 11, 2012

VIA EMAIL

Mitchell Stipp, Esq.  
mitchell.stipp@yahoo.com

Re: AWD Bankruptcy

Dear Mitchell:

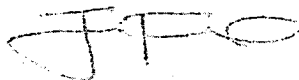
This letter confirms the engagement of you and Amy Stipp as independent contractors of Field Law, Ltd. (the "Firm"). The Firm engaged you and Ms. Stipp to work solely on the bankruptcy matter *In Re: American West Development, Inc., a Nevada corporation* (Case No. Bk-S-12-12349-MKN) ("AWD BK"). At the conclusion of this bankruptcy case, the engagement by the Firm of you and Ms. Stipp shall terminate.

As you are aware, payment for the Firm's services rendered and reimbursement for costs and expenses incurred in AWD BK are paid by the debtor pursuant to (i) the Bankruptcy Court's Order Appointing Future Claims Representative entered as Docket No. 189, (ii) the Bankruptcy Court's Order Authorizing Retention and Employment of Field Law Ltd. as Counsel to James L. Moore, Future Claims Representative, Effective as of April 12, 2012, entered as Docket No. 272, and (iii) the Bankruptcy Court's Order Pursuant to 11 U.S.C. §§ 105(a) and 331, Fed. R. Bankr. P. 2016, Authorizing and Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals entered as Docket No. 194 (the "Interim Compensation Order"). All fees and expenses paid to the Firm under the Interim Compensation Order remain subject to objections of any party-in-interest and disgorgement until final allowance by the Bankruptcy Court. Therefore, any compensation paid to you and Ms. Stipp by the Firm will only be made after final allowance of the Firm's fees and expenses in AWD BK.

To date, no money has been paid to you or Ms. Stipp by the Firm. Given the current status of the case and the timing of filing and the Bankruptcy Court hearing and approving the Firm's final fee application, the Firm will not make any payments to you and Ms. Stipp at least until the first quarter of next year (2013).

If you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Jon E. Field, Esq.

## EXHIBIT B

RADFORD J. SMITH, ESQ.  
GARIMA VARSHNEY, ESQ.  
KENNETH SMITH, PARALEGAL  
JOLENE M. HOEFT, PARALEGAL

**RADFORD J. SMITH, CHARTERED**

*A Professional Corporation*  
64 NORTH PECOS ROAD, SUITE 700  
HENDERSON, NEVADA 89074

TELEPHONE: (702) 990-6448  
FACSIMILE: (702) 990-6456  
RSMITH@RADFORDSMITH.COM

August 31, 2012

**VIA FACSIMILE**

Patricia Vaccarino  
Vaccarino Law Office  
8861 W. Sahara Avenue, Suite 210  
Las Vegas, Nevada 89117

**Re: Christina Calderon-Stipp v. Mitchell Stipp (Case No. D-08-389203-Z)**

Dear Ms. Vaccarino:

My office received a copy of Christina's new motion and affidavit to be heard before Judge Potter on September 25, 2012. As I understand it, we are required to file Mitchell's opposition on or before September 12, 2012. Based on my discussions with Mitchell, I believe he intends to complete and file a Financial Disclosure Form because Christina is asking this Court to review his child support obligations for the purpose of increasing them by \$80.00 per month. Please be advised that Mitchell is in the processing of completing his tax return for 2011, which is due on or before October 15, 2012. According to Mitchell, completion of his tax return for 2011 is essential to completing the Financial Disclosure Form.

Furthermore, as your client is aware, Mitchell has recently returned to work and he represents a class of creditors in a mega-bankruptcy case before the United States Bankruptcy Court for the District of Nevada. There is an important hearing in this bankruptcy case concerning the confirmation of the plan of reorganization for the debtor on September 25, 2012 (which is the same date as the hearing in this case before Judge Potter). Given the circumstances above, we will not be able to file Mitchell's opposition and Financial Disclosure Form by September 12, 2012, and Mitchell will not be able to attend the hearing before Judge Potter. Therefore, we would ask that you stipulate to extend the time for us to respond to Christina's motion and re-schedule the hearing. Please note that Mitchell will continue to pay his monthly child support at \$1,000.00 per child, agree to pay any increase if ordered by the Court retroactive to September 25, 2012 and waive any over-payments in the event it is reduced.

I expect that we will be able to respond to Christina's motion and file his Financial Disclosure Form by October 22, 2012 (which is 1 week after the filing deadline for Mitchell's 2011 tax return). Based on EDCR 2.20(h), Christina would be required to file any reply not later than five (5) days before the hearing. Therefore, Mitchell believes the hearing in this case should be re-scheduled to a date and time available on Judge Potter's calendar after October 31, 2012.

Since the matter will be delayed for a month or so, Mitchell would like to use his limited available time to mediate the matters raised in Christina's motion. As you are aware, at Mitchell's request,

Patricia Vaccarino

August 31, 2012

Page 2

these matters are subject to mandatory mediation anyway pursuant to EDCR 5.70. Therefore, as part of the stipulation, Mitchell would like Christina to agree to mediate these matters through the Family Mediation Center. Based on email correspondence I reviewed from Christina, I believe she was previously willing to do so. If the parties reach an agreement during mediation, there may not be any need for the hearing.

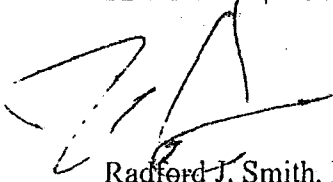
The last item I want to address is confidentiality with respect to financial matters that may be disclosed as part of Judge Potter's review of Mitchell's child support obligations. I believe both parties have a right to privacy with respect to information contained in their respective Financial Disclosure Forms and any information exchanged by the parties to verify the income set forth therein. Therefore, Mitchell would like the parties to agree in the proposed stipulation not to disclose to third parties such financial information. Of course, this restriction would not prohibit the parties from sharing such information with their respective attorneys and accountants for the purpose of determining the appropriate level of child support.

Please advise me no later than 12:00 pm on Tuesday, September 4, 2012, whether Christina accepts our proposal. If so, I will prepare the stipulation for your review and approval. This letter is written pursuant to EDCR 5.11.

If you have any questions, please do not hesitate to contact me.

Sincerely,

RADFORD J. SMITH, CHARTERED

A handwritten signature in black ink, appearing to be 'Radford J. Smith', written over a horizontal line.

Radford J. Smith, Esq.

cc: Mitchell Stipp (via email)

## EXHIBIT C

# VACCARINO LAW OFFICE

ALSO ADMITTED IN  
NEW YORK & NEW JERSEY

8861 W. SAHARA AVE.  
SUITE 210  
LAS VEGAS, NEVADA 89117

A PROFESSIONAL CORPORATION  
TELEPHONE (702) 258-8007  
FACSIMILE (702) 258-8840  
E-MAIL PLVlaw@aol.com

September 4, 2012

VIA FACSIMILE AND ELECTRONIC TRANSMISSION

Radford J. Smith, Esq.  
Mitchell D. Stipp, Esq.  
64 N. Pecos Rd., #700  
Henderson, NV 89074

RE: Stipp v. Stipp  
Case No. D-389203

Dear Mr. Smith and Mr. Stipp:

Thank you for your letter dated August 31, 2012 which surprisingly hints at the suggestion of your side possibly settling one or all issues addressed in Christina's Motion. Moving forward, please cease from asking me to respond to your letters within one-half of a judicial day. Such request is entirely unreasonable and discourteous. By the way, your Reply brief recently filed in the Supreme Court action falsely asserts, in violation of NRCP 11, NRAP 28.2 and the ethical duty of candor towards the tribunal, that Christina's current Motion addresses the "same" issues already ruled upon by Judge Potter. That statement is simply and glaringly UNTRUE, starting with the issue of the new "order" Mitch made recently of dictating parking lot exchanges as cited in Christina's Motion. At any rate, I will address the assertions and requests made in your August 31, 2012 letter in the order set forth therein.

I believe your understanding of when Mitch's responsive pleadings are due to be filed and served is erroneous. Pursuant to NRCP 5 and 6 and EDCR 2.20, my office has calendared the correct deadline for Mitch's responsive pleadings of September 11, 2012. However, we may be able to settle all issues prior to that date if you and Mitch quickly become sincere and fair in that and all other regards.

You [Rad] state you believe "he [Mitch] " Intends" to file a Financial Disclosure Form in your August 31, 2012 letter. Clear, Court rules require such complete and proper filing of a Financial Disclosure Form, so please do not let Mitch, as your co-counsel, read and interpret law and rules to his benefit when it suits him as further noted below. Mitch is also mistaken when he claims in your letter that Christina is only seeking an \$80.00 increase in child support. We reaffirm the declaration in Christina's Motion that such sum is the minimum increase that is due Christina at this time. We make this assertion before receiving proper and full disclosures from your office and from Mitch. Once disclosures are received and assessed, it may be that Mitch's obligation should be far greater than the statutory

Radford J. Smith, Esq.  
Mitchell D. Stipp, Esq.  
RE: Stipp v. Stipp  
September 4, 2012  
Page 2

maximum. Certainly, the public records on file in the Bankruptcy action involving Mr. Plise implicate Mitch in "fraudulent transfers". We understand you and Rad may have much to attempt to hide from Christina and other persons. Yet, Mitch apparently has amassed significant wealth post-divorce.

Your letter is disingenuous on many levels, because you, Rad, a family law practitioner for over two decades now, is allowing Mitch to erroneously claim he needs to complete his 2011 tax return in order to properly and timely file a Financial Disclosure Form in this case. Mitch has never practiced in family law, except in this case! Also, the 2011 tax return is soon due to the Internal Revenue Service, so all the back-up documents must be NOW easily accessible to Mitch to send to his accountant. You can simply have Mitch receipt same documents to your and my office for purposes of disclosure and negotiations for 2011 income. We also would accept a copy of his 2010 tax return(s) and his expense and asset pages of his Financial Disclosure Form for income imputation purposes.

The alleged Bankruptcy hearing at which Mitch claims he must be present is NOT scheduled at the same time as our hearing in this case. Also, the records on file in that action reveal Mitch and his associates may be wisely attempting to resolve the current issues addressed in Mr. Plise's case. Thus, good cause does not exist to continue the hearing.

We cannot agree to extend the time to have Christina's Motion heard because Mitch and you have been avoiding resolution of all issues for the past year. My June 7, 2012 letter asked you to mediate and/or negotiate with us, but ZERO response was received. I ask that you and Mitch NOW make Christina offers she could NOT refuse to each and every issue enumerated in her Motion by no later than Friday, September 7, 2012 at 4:00 p.m. Certainly, your client has had plenty of time to think about his offers to the long-pending issues. We will respond to the offer the following Monday. If we cannot settle, we will stipulate to extend the time for Mitch to file and serve to Wednesday, September 13, 2012, a two-day extension. In return, Christina will have until Friday, September 21, 2012 to file her Reply Brief if settlement is not reached. I would ask that your office prepare the Stipulation and Order modifying the deadlines set forth in EDCR 2.20 if you so agree. However, the offer to extend is contingent upon a settlement offer being tendered this week on all issues.

If Mitch has "limited available time" this and next month, we would request that Mitch provide his full work schedule and tax meeting schedule to Christina as soon as possible so she may exercise a right of first refusal to care for the children in Mitch's absence and time of unavailability. Please instruct Mitch to E-mail Christina directly with this information.

Also, please again read EDCR 5.70 which discusses "mandatory mediation" being required upon "filing an Answer" in an initial contested custody proceeding. I believe you and Mitch are also mistaken about the Rule. Indeed, while a Judge may also order mandatory mediation upon its own Motion, the Rule also allows a Judge to waive mediation for good cause shown. Indeed, good cause exists in this case to waive the mediation requirements

Radford J. Smith, Esq.  
Mitchell D. Stipp, Esq.  
RE: Stipp v. Stipp  
September 4, 2012  
Page 3

because the paper trail in this case reveals Christina and I have been pleading with you and Mitch to mediate and/or negotiate since my June 2012 letter and Christina's numerous, previous and later letters she sent to Mitch. However, in the interest of EDCr 5.11, please list three mediators which you and Mitch suggest and provide same to my office for our consideration and current and future reference. We fear your and Mitch's latent request to mediate is an additional, dilatory tactic.

Concerning your last item addressed in your August 31, 2012 letter "confidentiality" of filings and documents exchanged in this case, please refer to your letter forwarded to me in this case in June 2011. You alleged to us this case really is "NOT sealed." Indeed, you and Mitch conveniently claimed that the sealing only applies to the Clerk not being able to disseminate public records. You also aptly and strongly noted that a "gag-order" on Court/public records is simply "unconstitutional." You and Mitch also made such arguments in papers filed in District Court and advanced the same arguments before Judge Potter at a 2011 hearing. In fact, Judge Potter agreed with your position on the subject. Please understand that Christina DISCLAIMS any knowledge whatsoever of your client's previous and current "business" dealings concerning Mr. Plise, you and others noted in public records and the Review Journal. Certainly, if the Bankruptcy Trustee, the Review Journal, creditors or investigators are seeking evidence of the truth, you cannot expect Christina and me to subject that "truth" to confidentiality and/or a gag-order. Thank you for your time and attention.

Sincerely yours,

VACCARINO LAW OFFICE

*Patricia L. Vaccarino*

Patricia L. Vaccarino, Esq.

PLV/ml

cc: Christina Stipp



## EXHIBIT D

# JOHNS & DURRANT LLP

316 E. Bridger Avenue  
Second Floor  
Las Vegas, Nevada 89101  
P. (702) 834-5000  
F. (702) 834-5001  
September 7, 2012

VIA ELECTRONIC MAIL

Mitchell Stipp  
Mitchell.stipp@yahoo.com

RE: *Affidavit of William Plise*

Dear Mr. Stipp,

This correspondence is in response to your recent inquiry. As you know, I am an attorney licensed to practice law in the State of Nevada and a partner in the law firm of Johns & Durrant LLP (the "Firm"). The Firm represented William W. Plise in Case No. A-09- 591861-C in Department IV of the Eighth Judicial District Court, Clark County, Nevada ("Plise Case").

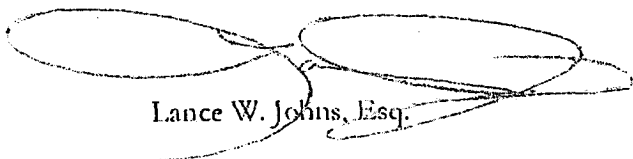
On November 10, 2011, I appeared with Mr. Plise at his scheduled judgment debtor's examination ordered by the court in the Plise Case ("Judgment Debtor Exam"). Edward J. Hanigan, Esq. represented the plaintiffs in the Plise Case. During the Judgment Debtor Exam on November 10, 2011, Mr. Hanigan showed Mr. Plise and me what he marked as "Exhibit 3" an affidavit purportedly signed by Mr. Plise. A true and correct copy of the affidavit presented is attached hereto (the "Plise Affidavit").

As reflected in the transcript (also attached hereto), Mr. Hanigan represented to Mr. Plise and me on the record that the affidavit was "dropped off at [his] office a few weeks ago," before the Judgment Debtor Exam. At no time prior to the Judgment Debtor Exam had I seen or been in possession of the Plise Affidavit. The first time I saw the Plise Affidavit was when Mr. Hanigan presented it to me at the Judgment Debtor Exam. I did not provide the Plise Affidavit to Mr. Hanigan.

Thank you. Please contact my offices if you have any questions.

Sincerely,

JOHNS & DURRANT LLP



Lance W. Johns, Esq.

LWJ/lr

Enclosures: Excerpt from Judgment Debtor Exam; Affidavit of William W. Plise.

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STATE OF NEVADA )  
 ) ss:  
COUNTY OF CLARK )

I, WILLIAM W. PLISE, being first duly sworn, deposes and states:

1. I have personal knowledge of the facts contained in this affidavit, I am competent to testify hereto, and the facts contained herein are true and accurate to the best of my knowledge and belief.

2. I am the manager of Aquila Management, LLC, which is the manager of Aquila Investments, LLC ("Aquila Investments").

3. Stipp Investments, LLC ("Stipp Investments") owned a profits interest only in Aquila Investments (the "Profits Interest").

4. Aquila Investments redeemed the Profits Interest on or about December 1, 2008. No money was paid for the redemption. As of that date, Stipp Investments no longer owned any interest in Aquila Investments.

5. Aquila Investments did not make any distributions to Stipp Investments in 2006, 2007 and 2008 (including the period of February 20, 2008 through December 1, 2008).

6. Mitchell Stipp ("Mitchell") was the Chief Operating Officer and General Counsel for PLISE. During his employment with PLISE beginning December of 2003 and ending July of 2008, Mitchell received approximately \$5 million. This money took the form of salary, bonuses, legal fees paid to Stipp Law Group, automobile and travel allowances, expense accounts, and loans. None of this money was distributed from Aquila Investments to Stipp Investments or Mitchell as part of the Profits Interest.

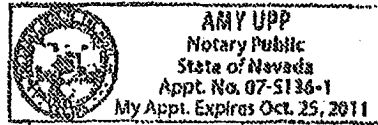
7. Mitchell provided consulting services to my affiliates, my former partners and me through MSJM Advisors, LLC from July of 2008 until October of 2009.

1  
2 FURTHER, AFFIANT SAYETH NOT.  
3

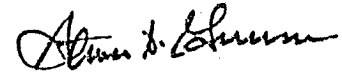
4 William W. Plise  
5 William W. Plise  
6

7 Subscribed and sworn before me this 20th  
8 day May, 2010.

9 Amy Upp-Stipp  
10 NOTARY PUBLIC in and for  
11 the State of Nevada  
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## EXHIBIT E



CLERK OF THE COURT

1 **ORDR**  
2 RADFORD J. SMITH, CHARTERED  
3 RADFORD J. SMITH, ESQ.  
4 Nevada Bar No. 002791  
5 64 N. Pecos Road, Suite 700  
6 Henderson, Nevada 89074  
7 Office: (702) 990-6448  
8 Facsimile: (702) 990-6456  
9 rsmith@radfordsmith.com  
10 Attorney for Defendant, Mitchell Stipp

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 CHRISTINA STIPP,

11 Plaintiff,

12 v.

13 MITCHELL STIPP,

14 Defendant.

CASE NO.: D-08-389203-Z

DEPT NO.: O

FAMILY DIVISION

17 **ORDER FROM PLAINTIFF'S MOTION TO STAY DISCOVERY**

18 DATE OF HEARING: February 3, 2010

19 TIME OF HEARING: 10:00 a.m.

20 This matter coming on for hearing on Plaintiff's Motion to Stay Discovery; Plaintiff  
21 CHRISTINA STIPP ( "Christina"), being present and represented by DONN W. PROKOPIUS, ESQ.,  
22 and Defendant, MITCHELL STIPP ( "Mitchell"), being present and represented by RADFORD J.  
23 SMITH, ESQ., of RADFORD J. SMITH, CHARTERED; the Court, having reviewed the pleadings on  
24 file, having heard the arguments of counsel, and being fully advised in the premises, and good cause  
25 appearing therefor, FINDS AND ORDERS AS FOLLOWS:  
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1           1.     Christina has moved to stay all discovery in this matter pending return of the report of the  
2 court appointed expert, Dr. John Paglini. Because of the nature of Dr. Paglini's investigation, the  
3 motion is denied in part and granted in part.  
4

5           2.     The court has referred this matter to assessment, and set an evidentiary hearing, in part  
6 based upon the continuing problems experienced by the parties' minor daughter Mia, and to determine  
7 the root of those problems. Each party, as joint legal custodians, is permitted access to their children's  
8 school records and treatment records for Dr. Mishalow and Dr. Kalodner. Thus, the discovery seeking  
9 those records will be permitted. Mitchell has noticed the deposition of Dr. Mishalow, and that  
10 deposition will be permitted for the sole purpose of determining the content of his records, as they were  
11 illegible.  
12

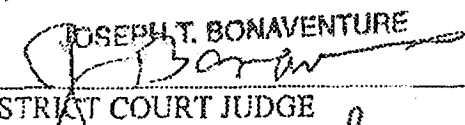
13           3.     The Court will temporarily stay Christina's obligation to respond to discovery  
14 propounded by Mitchell, and appear at her deposition scheduled by Mitchell. The Court anticipates that  
15 there will be sufficient time to conduct this discovery after the release of Dr. Paglini's report, and the  
16 Court will determine whether Christina will be obligated to respond to Mitchell's discovery requests and  
17 appear for her deposition at the hearing scheduled for March 9, 2010.  
18

19           4.     The Court does not intend to re-litigate the financial issues between the parties, and is  
20 inclined to deny Christina's Motion to partition omitted assets. The Court is not willing to re-open the  
21 litigation unless it can be shown that a fraud was committed upon the Court. Christina has provided no  
22 evidence of such fraud. Christina's motion to open discovery is based upon her allegations relating to  
23 Aquila Investments, LLC. The court notes that Christina was aware of the Aquila Investments, LLC,  
24 and its assets prior to the parties' divorce. She had sufficient opportunity to explore and investigate that  
25 asset during any discovery process prior to divorce. Her failure to do so does not constitute a fraud  
26 committed upon the Court by Mitchell.  
27  
28

1 5. Mitchell has provided the court with tax returns from Aquila Investments for the years  
2 2007 and 2008. Christina's counsel may review those tax returns in chambers, and he alone shall be  
3 provided access to the returns upon the parties' entry into a mutually acceptable Confidentiality  
4 Agreement drafted by Mitchell's counsel.  
5

6 IT IS SO ORDERED this 31 day of March 2010.

7 JOSEPH T. BONAVENTURE

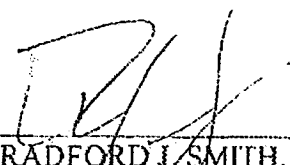
8   
DISTRICT COURT JUDGE

9  FRANK P. SULLIVAN 

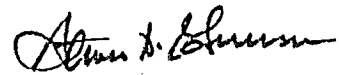
10 Submitted by:

Approved as to form and content:

11 RADFORD J. SMITH, CHARTERED

12   
13  
14 RADFORD J. SMITH, ESQ.  
15 Nevada State Bar No. 002791  
16 64 N. Pecos Road - Suite 700  
17 Henderson, Nevada 89074  
18 Attorney for Defendant  
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CLERK OF THE COURT

1 **ORDER**  
2 RADFORD J. SMITH, CHARTERED  
3 RADFORD J. SMITH, ESQ.  
4 Nevada Bar No. 002791  
5 64 N. Pecos Road, Suite 700  
6 Henderson, Nevada 89074  
7 Office: (702) 990-6448  
8 Facsimile: (702) 990-6456  
9 rsmith@radfordsmith.com  
10 Attorney for Defendant, Mitchell Stipp

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 CHRISTINA STIPP,

14 Plaintiff,

15 v.

16 MITCHELL STIPP,

17 Defendant.

CASE NO.: D-08-389203-Z  
DEPT NO.: O

FAMILY DIVISION

18 **ORDER RE: PLAINTIFF'S MOTION TO REHEAR/RECONSIDER THE HEARING OF**  
19 **FEBRUARY 3, 2010; AND/OR TO CLARIFY THE COURT'S RULINGS FROM THAT**  
20 **HEARING; FOR PLAINTIFF'S ATTORNEY'S FEES; AND RELATED RELIEF AND**  
21 **DEFENDANT'S COUNTERMOTION FOR SANCTIONS UNDER E.D.C.R. 7.60**

22 DATE OF HEARING: June 22, 2010  
23 TIME OF HEARING: 10:00 a.m.

24 This matter coming on for hearing on Plaintiff's Motions and Defendant's Countermotion  
25 referenced above; Plaintiff CHRISTINA STIPP ( "Christina"), being present and represented by DONN  
26 W. PROKOPIUS, ESQ., and Defendant, MITCHELL STIPP ( "Mitchell"), being present and  
27 represented by RADFORD J. SMITH, ESQ., of RADFORD J. SMITH, CHARTERED; the Court,  
28 having reviewed the pleadings on file, having heard the arguments of counsel, and being fully advised in  
the premises, and good cause appearing therefor, FINDS AND ORDERS AS FOLLOWS:

1           1.       Christina has moved to rehear or clarify the Court's order of April 13, 2010 arising from  
2 the hearing of February 3, 2010. In that order, the Court indicated its denial of Christina's  
3 Counter motions filed November 30, 2009, requesting both discovery and the partition of alleged omitted  
4 assets, but permitted Christina to view, subject to a Confidentiality Agreement, the tax returns of Aquila  
5 Investments, LLC ("Aquila Investments") that had been submitted *in camera* by Mitchell. Christina  
6 argues, in sum, that the order issued by the Court on April 13, 2010, does not accurately reflect the  
7 Court's ruling at the time of the February 3, 2010 hearing regarding her Counter motions, and that new  
8 "evidence" suggests that Mitchell concealed assets during the time of the parties' divorce. For the  
9 reasons stated below, the Court denies those motions, denies Mitchell's counter motions for sanctions  
10 pursuant to EDCR 7.60, but grants Mitchell's request for attorney's fees pursuant to the terms of the  
11 Marital Settlement Agreement incorporated into the Court's Decree of Divorce.

14           2.       Christina's November 30, 2009, Counter motion sought a partition of omitted assets under  
15 *Amie v. Amie*, 106 Nev. 541, 796 P.2d 233 (1990) and the terms of the parties Decree of Divorce. In  
16 her counter motion, she identified three factors justifying her motion: 1) that Mitchell had purchased a  
17 home for his parents subsequent to the parties' divorce; 2) had stated he was "retired" after the divorce,  
18 though the funds he received in the parties' March 6, 2008 divorce did not justify such retirement; and  
19 3) that public records suggested that Aquila Investments, a company in which Stipp Investments, LLC,  
20 an asset granted to Mitchell in the divorce, held a profits interest, distributed \$6.9 million to Mitchell  
21 before or shortly after the divorce that Mitchell failed to disclose. Only the third of these claims alleged  
22 that an asset held during the marriage had been undivided (the claimed distribution from Aquila  
23 Investments to Mitchell). In his Opposition to Christina's original Counter motion to Partition Assets,  
24 Mitchell explained the information in the public records that Christina had attached to her  
25 Counter motion, and further provided the tax returns of Aquila Investments for the years 2007 and 2008  
26 demonstrating that Aquila Investments had not made any distributions to Mitchell or Stipp Investments  
27  
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1 during those years. (See, Supplement to filed December 18, 2009). The Court held a hearing on  
2 Plaintiff's Counter-motion on February 3, 2010, and subsequently entered its written Order on April 13,  
3 2010.

4  
5 3. Christina's current motion seeks to "clarify" the Court's order of April 13, 2010. The  
6 Court has reviewed its order and finds no need for clarification. At the time of the February 3, 2010  
7 hearing and in its order, the Court found that Christina had not stated a basis for a claim of "omitted  
8 assets," but instead she must demonstrate "fraud upon the court" in order to sustain her claim to  
9 readdress the division of assets under the fraud theory she advocated in her motion. Specifically the  
10 Court stated in its April 13, 2010 order, page 2-3:

11  
12 4. The Court does not intend to re-litigate the financial issues between the parties,  
13 and is inclined to deny Christina's Motion to partition omitted assets. The Court is not  
14 willing to re-open the litigation unless it can be shown that a fraud was committed upon  
15 the Court. Christina has provided no evidence of such fraud. Christina's motion to open  
16 discovery is based upon her allegations relating to Aquila Investments, LLC. The court  
17 notes that Christina was aware of the Aquila Investments, LLC, and its assets prior to the  
18 parties' divorce. She had sufficient opportunity to explore and investigate that asset  
19 during any discovery process prior to divorce. Her failure to do so does not constitute a  
20 fraud committed upon the Court by Mitchell.

21  
22 5. Mitchell has provided the court with tax returns from Aquila Investments for the  
23 years 2007 and 2008. Christina's counsel may review those tax returns in chambers, and  
24 he alone shall be provided access to the returns upon the parties' entry into a mutually  
25 acceptable Confidentiality Agreement drafted by Mitchell's counsel.

26  
27 Contrary to Christina's present argument, the text of the Order prepared by counsel for Mitchell is  
28 accurate and properly sets forth the findings and order of the Court. The order will stand as written, and  
Christina's motion for clarification is denied.

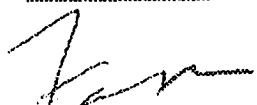
4. Christina further argues that the Court should reconsider its April 13, 2010 order based upon a  
comment attributed to Mitchell by Dr. John Paglini during an interview associated with Dr. Paglini's  
child custody assessment. The meaning and import of the comment is in dispute, and the Court does not  
find the alleged statement to be adequate grounds to reopen discovery or find an omitted asset. Christina

1 claims again that Mitchell's "retirement" suggests that he hid assets during the divorce, and thus she is  
2 justified in seeking discovery. The Court never took the reference to "retirement" to mean that Mitchell  
3 had retired for life, but only that he was not working based upon the employment opportunities he  
4 currently faces. The Court does not find these, or any other grounds stated by Christina in her pleadings  
5 supporting her motion, to be adequate evidence to justify either rehearing of the Court's April 13, 2010  
6 order, nor an adequate basis for the opening of discovery relating to Christina's claim for partition of  
7 omitted assets. The Court thus denies Christina's present motions.  
8

9         5. Mitchell has countermoved for sanctions. The Court does not find that Christina has brought  
10 her motion in bad faith, and thus denies that request. Mitchell, however, is entitled to an award of fees  
11 as the prevailing party in this litigation. (See Marital Settlement Agreement, incorporated into the  
12 Court's March 6, 2008 Decree of Divorce, at page 10, ¶7). Mitchell's counsel shall file a statement of  
13 fees and costs incurred in relation to Christina's Motion for Reconsideration and related countermotions  
14 to the Court within ten (10) days of hearing.  
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1 6. Counsel for Christina has requested that the Court permit an accounting expert (a CPA) to  
2 review the tax returns of Aquila Investments submitted by Mitchell to the Court, and Mitchell has no  
3 objection to that request. Consequently, the Court shall permit either counsel for Christina and/or her  
4 accounting expert to examine the Aquila Investment's tax returns in a manner consistent with the terms  
5 of the Court's April 13, 2010 order.  
6

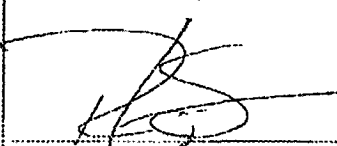
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8 IT IS SO ORDERED this 6 day of October, 2010.  
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10   
11 DISTRICT COURT JUDGE

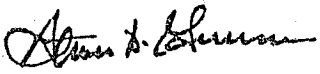
12 FRANK P. SULLIVAN

13 Submitted by:

14 RADFORD J. SMITH, CHARTERED

15   
16  
17 RADFORD J. SMITH, ESQ.  
18 Nevada State Bar No. 002791  
19 64 N. Pecos Road - Suite 700  
20 Henderson, Nevada 89074  
21 Attorneys for Defendant  
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## EXHIBIT F

  
CLERK OF THE COURT

1 **ORDER**  
2 PATRICIA L. VACCARINO, ESQ.  
3 Nevada Bar No. 005157  
4 VACCARINO LAW OFFICE  
5 8861 W. Sahara Ave., Suite 210  
6 Las Vegas, Nevada 89117  
7 (702) 258-8007  
8 Attorney for Plaintiff,  
9 CHRISTINA CALDERON-STIPP

10  
11 DISTRICT COURT  
12 FAMILY DIVISION  
13 CLARK COUNTY, NEVADA

14 CHRISTINA CALDERON-STIPP,  
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16 Plaintiff,  
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18 vs.  
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20 MITCHELL DAVID STIPP,  
21  
22 Defendant.

CASE NO. : D-08-389203-Z  
DEPT. NO. : M

DATE OF HEARING: June 9, 2009  
TIME OF HEARING: 9:00 a.m.

23 **ORDER**

24 The above-entitled matter having come before the Court upon Defendant's MITCHELL  
25 DAVID STIPP ("MITCHELL") Motion for Reconsideration, Rehearing or in the Alternative to Modify  
26 Joint Timeshare, the Plaintiff, CHRISTINA CALDERON STIPP ("CHRISTINA"), appearing in  
27 person and through her attorney, James J. Jimmerson, Esq. and Shawn Goldstein, Esq.;  
28 MITCHELL, appearing in person through his attorney of record, RADFORD J. SMITH, ESQ; the  
parties having been sworn in and having testified; Court having heard discussion and arguments  
of counsel; the Court being fully apprized in the premise, the Court having made said FINDING  
and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the parties are referred to  
Family Mediation Center (FMC) for mediation. The parties may attend private mediation and  
shall equally divide the cost. The parties shall address in mediation additional time for the  
children and Mitchell. Counsel may also meet and confer and agree upon additional time.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall provide  
2 a fifteen-day (15) day, advance written notice to the other party any time they take the children  
3 out of the State of Nevada.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that an evidentiary hearing is  
5 scheduled for the 27<sup>th</sup> day of October 2009 to address custody.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the hearing on  
7 CHRISTINA's Motion to Continue the hearing scheduled for July 2, 2009 at 10:00 a.m. is vacated.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Minute Order shall  
9 suffice as the Order of the Court, and no additional order shall be required.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a hearing on the return  
11 from Family Mediation Services is scheduled for August 7, 2011 at the hour of 11:00 a.m.

12 Based upon the foregoing.

13 IT IS SO ORDERED this \_\_\_\_\_ day of JAN 11 2012.

14  
15   
16 DISTRICT COURT JUDGE

17 Respectfully submitted by:

18 VACCARINO LAW OFFICE

19  
20   
21 PATRICIA L. VACCARINO, ESQ.  
22 Nevada Bar No. 005157  
23 8861 W. Sahara Ave., Suite 210  
24 Las Vegas, Nevada 89117  
25 (702) 258-8007  
26 Attorney for Plaintiff,  
27 CHRISTINA CALDERON STIPP  
28



## EXHIBIT G

DISTRICT COURT  
CLARK COUNTY, NEVADA

Divorce - Joint Petition

COURT MINUTES

June 04, 2009

D-08-389203-Z

In the Matter of the Joint Petition for Divorce of:  
Mitchell David Stipp and Christina Calderon Stipp, Petitioners.

June 04, 2009

9:00 AM

Motion to Reconsider

Mitchell Stipp's  
Motion for  
Reconsideration,  
Rehearing or in the  
Alternative to Modify  
Joint Timeshare

HEARD BY: Sullivan, Frank P.

COURTROOM: Courtroom 05

COURT CLERK: Lori Parr

**PARTIES:**

Christina Stipp, Petitioner,  
present  
Ethan Stipp, Subject Minor, not  
present

Mia Stipp, Subject Minor, not  
present

Mitchell Stipp, Petitioner,  
present

James Jimmerson, Attorney,  
present

Radford Smith, Attorney,  
present

**JOURNAL ENTRIES**

- Atty Shawn Goldstein also present on behalf of Petitioner, Mitchell Stipp (Mitchell).

Petitioners sworn and testified.

Following argument, COURT ORDERED the following:

|             |            |             |               |               |
|-------------|------------|-------------|---------------|---------------|
| PRINT DATE: | 06/05/2009 | Page 1 of 2 | Minutes Date: | June 04, 2009 |
|-------------|------------|-------------|---------------|---------------|

1) Parties REFERRED to Family Mediation Center (FMC) for mediation. Parties may attend private mediation and shall equally divide the cost. Parties shall address in mediation additional time for the children and Mitchell. Counsel may also meet and confer and agree on the additional time. A return hearing is set.

2) Parties shall give fifteen (15) days notice in writing when they are taking the children out of the State of Nevada.

3) An Evidentiary Hearing is set with regard to custody.

4) Christina Stipp's (Christina) Motion to Continue scheduled for 7/2/09 at 10:00 am is VACATED.

This Minute Order shall suffice as the Order of the Court. No additional Order is required.

8/7/09 11:00 AM RETURN: FMC (Mediation)

10/27/09 2:00 PM EVIDENTIARY HEARING

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: July 02, 2009 10:00 AM Motion  
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated  
Courtroom 05  
Sullivan, Frank P.*

August 07, 2009 11:00 AM Return Hearing  
Courtroom 05  
Sullivan, Frank P.

October 27, 2009 2:00 PM Evidentiary Hearing  
Sullivan, Frank P.  
Courtroom 12

## EXHIBIT H

DISTRICT COURT  
CLARK COUNTY, NEVADA

AUG 7 10 24 AM '09

MITCHELL D. STIPP,

Plaintiff

vs

Case No. D-08-389203-Z  
Department No. O

CHRISTINA C. STIPP,

Defendant

STIPULATION AND ORDER

Date of Hearing: 8-7-09  
Time of Hearing: 11:00 a.m.

The parties hereby desire to modify certain provisions of the Marital Settlement Agreement dated February 20, 2008 ("MSA"), and any provisions not specifically and expressly modified herein shall remain in full force and effect. The parties have met in mediation and have agreed to a Stipulation and Order that will cover timeshare, the right of first refusal, telephone communications with the children, and completion of a C.O.P.E. class. The intent of this Stipulation and Order is to promote healthy relationships between the children, Mia E. Stipp, DOB: 10-19-04, Ethan C. Stipp, DOB: 3-24-07, and their parents. Each of the parents, Christina C. Stipp, natural mother, and Mitchell D. Stipp, natural father, agree that co-parenting requires the acceptance of mutual responsibilities and rights as far as the children are concerned.

TIMESHARE PROVISIONS

The parties agree to modify their "Normal Visitation" schedule as defined in Exhibit A of the MSA, as follows:

1. On the first, third and, if there is one, fifth weekend of each month the father shall have the children in his care from Friday at 6:00 p.m. until Sunday at 6:00 p.m., provided, however, that upon three days prior written notice to father, mother

1 shall have the right to have the children in her care on the first weekend of the  
2 month. If mother exercises said right, father shall have the children in his care  
3 from the Wednesday preceding the first weekend of the month at 6:00 p.m. until  
4 the Friday preceding the first weekend of the month at 6:00 p.m.

5 2. Father shall have the children in his care during the second and fourth weekends  
6 of the month from Thursday at 6:00 p.m. until Sunday at 6:00 p.m.

7 3. Mother shall have the children in her care at all times not specifically provided to  
8 father above or otherwise provided to father in Exhibit A of the MSA not  
9 specifically modified herein.

### 10 SPECIAL PROVISIONS

#### 11 Right Of First Refusal

12 The parents agree that they shall have a right of first refusal to the exclusion of all  
13 other third parties. Should either parent be unable to provide care for the children (or either of them)  
14 during his or her custodial time for a period of four hours or more, the other parent shall have the  
15 right to provide care for the children. The parent unable to provide care shall notify the other parent  
16 as soon as reasonably possible so as to allow that party the option of providing care for the children.

#### 17 Telephone Communications With The Children

18 The parents agree to facilitate reasonable telephonic communication with the children  
19 such that the non-custodial parent shall have at least one phone call per day with the children. The  
20 call must be placed by the custodial parent between the hours of 7:00 a.m. and 10:00 p.m. They  
21 further agree to refrain from interfering with the children's right to privacy during such telephone  
22 conversations.

#### 23 Attendance At C.O.P.E. Class

24 Although the mother has recently attended a C.O.P.E. class, the parents agree that  
25 both of them will complete a C.O.P.E. class prior to October 1, 2009.

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Dismissal With Prejudice

The parties' desire, by this Stipulation and Order, to resolve all issues raised in father's Motion for Rehearing; Or in the Alternative, Motion to Modify Joint Timeshare filed on April 27, 2009.

Educational Cost Sharing

The parties have not reached an agreement on educational cost sharing.

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MODIFYING THE STIPULATION AND ORDER

The terms and conditions of this Stipulation and Order may be modified, in writing, as the needs of the children and/or the circumstances of the parents change. However, the parents understand that the concurred changes do not modify this Court Order. The parents are encouraged to utilize mediation to resolve parenting issues prior to seeking Court intervention.

\*\*\*\*\*

The above agreement reflects the Stipulation and Order formulated in mediation. The parents realize they have the right to review this document with an attorney prior to its being reviewed and adopted by the Court.

Mitchell D. Stipp  
Mitchell D. Stipp  
Father

Christina Calderon-Stipp  
Christina Calderon-Stipp  
Mother

DATE July 8, 2009

DATE July 8, 2009

Radford J. Smith  
Radford J. Smith  
Attorney for Plaintiff

James J. Jimmerson  
James J. Jimmerson  
Attorney for Defendant

DATE 8/5/09

DATE 7/17/09

The above and foregoing Stipulation and Order is acceptable to the parties.

ORDER

Based upon the agreement of the parties and good cause being shown, IT IS HEREBY ORDERED that the terms and conditions of the above Stipulation and Order are adopted.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the father's Motion for Rehearing; Or in the Alternative, Motion to Modify Joint Timeshare shall be DISMISSED with prejudice and the hearings currently set for August 7, 2009 and October 27, 2009 shall be VACATED.

DATED this 6 day of August, 2009.

[Signature]  
District Court Judge [Signature]



# EXHIBIT I

On Wed, May 20, 2009 at 3:20 PM, Mitchell Stipp <mitchell.stipp@yahoo.com> wrote:

This email will serve to notify you of my intention to have the kids for vacation from 6pm on August 7, 2009 until 6pm on August 21, 2009. I will provide you an itinerary of any travel plans on or before any date of travel out of state.

From: "Mitchell Stipp" <mitchell.stipp@yahoo.com>  
Subject: RE:  
Date: August 15, 2009 5:21:53 PM PDT  
To: "Christina Calderon-stipp" <ccstipp@gmail.com>

Attached is itinerary. I will not have access to email but will have my phone in the event of an emergency.

8/15-8/19  
Sea World, Zoo and Soak City  
Comfort Suites Mission Valley  
631 Camino del Rio  
San Diego, CA

-----Original Message-----

From: Christina Calderon-stipp [mailto:ccstipp@gmail.com]  
Sent: Friday, August 14, 2009 12:01 PM  
To: Mitchell Stipp  
Subject: Re:

Are you still planning on traveling with the kids to San Diego from the 15th to the 19th of August?

Sent from my iPhone

On Aug 8, 2009, at 11:53 AM, "Mitchell Stipp"  
<mitchell.stipp@yahoo.com> wrote:

Attached is itinerary. I will not have access to email but will have my phone.

8/8-8/12

Disneyland, California Adventure and Universal Studios  
Hyatt Regency Orange County  
11999 Harbor Blvd.  
Garden Grove, CA

**Subject:** [No Subject]

**From:** Mitchell Stipp (mitchell.stipp@yahoo.com)

**To:** ccstipp@gmail.com;

**Date:** Tuesday, May 11, 2010 9:56 PM

I will be taking the children to Disneyland on May 20 through May 23. We will be staying at the Hyatt, 11999 Harbor Blvd., Anaheim, CA 92840.

From: Mitchell Stipp <mitchell.stipp@yahoo.com>  
Subject: **Re: Summer Vacation**  
Date: June 20, 2011 9:55:20 AM PDT  
To: Christina Stipp <ccstipp@gmail.com>

I will be taking the children out of town during my timeshare several times during the summer months. I will provide you an itinerary before I travel with them.

On Jun 6, 2011, at 12:25 PM, Christina Stipp wrote:

Mitch,

Could you give me an idea of when you might be taking vacation time with the kids this year, if you are planning to do so? It would help me with planning and registering the kids for fun summer activities. Many are filling up now.

Thanks,  
Christina

**Subject:** [No Subject]

**From:** Mitchell Stipp (mitchell.stipp@yahoo.com)

**To:** ccstipp@gmail.com;

**Bcc:** mitchell.stipp@yahoo.com;

**Date:** Friday, July 8, 2011 8:43 AM

I will be traveling with the children this weekend to Dallas, Texas. We will be staying at the Hyatt. I have my cell phone and access to email if there is an emergency.

Sent from my Mobile Phone

**Subject:** Out of Town

**From:** Mitchell Stipp (mitchell.stipp@yahoo.com)

**To:** ccstipp@gmail.com;

**Bcc:** mitchell.stipp@yahoo.com;

**Date:** Thursday, July 21, 2011 6:31 PM

I will be traveling with the children to Disneyland this weekend. We will be staying at the Hyatt near the park. I will have access to my cell phone and email in the event of an emergency.

Sent from my Mobile Phone

From: Mitchell Stipp <mstipplv@gmail.com>  
Subject: **Vacation**  
Date: December 2, 2011 8:31:35 PM PST  
To: Christina Stipp <ccstipp@gmail.com>

I will be taking my 2 week vacation with the children for the calendar year of 2011 starting on December 18, 2011 at 6pm. During portions of my vacation time with the children, I will be taking the children out of town.



From: Mitchell Stipp <mstipply@gmail.com>  
Subject: Out of Town  
Date: December 17, 2011 9:36:36 PM PST  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

I will be traveling with the children to Honolulu, Hawaii from 12.18.11 through 12.23.11. We will be staying at the Hilton Hawaiian Village.

From: Mitchell Stipp <mstipplv@gmail.com>  
Subject: Out of Town  
Date: December 29, 2011 12:46:54 PM PST  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

I will be traveling with the children out of town to Houston, Texas from 12.29.01 to 01.01.12. We will be staying at the Houston Marriot.

From: Mitchell Stipp <mstipplv@gmail.com>  
Subject:  
Date: March 4, 2012 6:43:50 PM PST  
To: Christina Stipp <ccstipp@gmail.com>

I will be taking the children out of town the weekend of Ethan's birthday.

From: Mitchell Stipp <mstipplv@gmail.com>  
Subject:  
Date: March 23, 2012 4:06:47 PM PDT  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

I will be traveling to Anaheim, CA with the children this weekend and staying at the Hyatt. The address and telephone number of the hotel are publicly available (and I have previously provided them to you).

From: Mitchell Stipp <mstippiv@gmail.com>  
Subject: Re: Kidshine Performances  
Date: December 2, 2011 8:26:58 PM PST  
To: Christina Stipp <ccstipp@gmail.com>

My plans with the children have not changed. I will be taking the children out of town on December 9-11.

On Nov 30, 2011, at 6:56 PM, Christina Stipp wrote:

Mitch,

Mia said that you were going to make some adjustments to your schedule so that you could take her to her December 9th performance. I'm sending her to your home today with a copy of the class rehearsal schedule and new info from the teacher that she just got today. Will you also be taking Ethan to his Dec 10th performance?

Just a reminder: Ethan's regular kidshine class is tomorrow at 10am at Mrs. Thompson's home (164 Nene Court, 89144). Mia's regular class is at 4pm at the Veteran's center tomorrow as well.

-Christina

From: Mitchell Stipp <mstippiv@gmail.com>  
Subject: RE: 1st Weekend of June 2012  
Date: May 24, 2012 11:32:17 PM PDT  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

I will be taking the kids out of town on a camping trip June 8-10 and staying in an RV.

On May 24, 2012, at 11:03 PM, Christina Stipp wrote:

Mitch,

I will have the kids the first weekend of June 2012.

—Christina

From: Mitchell Stipp <mstippv@gmail.com>  
Subject:  
Date: July 1, 2012 5:40:48 PM PDT  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

I will have the children for 2 weeks of vacation beginning at 6:00 pm on July 16, 2012 and will be traveling out of town with them during the same.

From: Mitchell Stipp <mstippv@gmail.com>  
Subject:  
Date: July 17, 2012 10:05:33 AM PDT  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

I will be taking the kids to Portland, OR and Dallas, TX. We'll be staying at the Benson in Portland and Amy's parents place in Dallas.



## EXHIBIT J

From: Mitchell Slipp <mitchell.slipp@yahoo.com>  
Subject: Re: Request  
Date: May 19, 2011 9:59:08 AM PDT  
To: Christina Calderon-Stipp <ccstipp@gmail.com>  
Cc: "plvlaw@aol.com" <plvlaw@aol.com>

I will pick up and drop off the children during my regularly scheduled timeshare this weekend.

Sent from my Mobile Phone

On May 18, 2011, at 5:51 PM, Christina Calderon-Stipp <ccstipp@gmail.com> wrote:

Mitch,

I have just been informed that you are attempting to take Cody along on this trip to California during his mother's timeshare with Cody. If that is the case, I hereby revoke my permission for you to take the children out of state with less than the 15 days notice required by the Court. Given Ethan's ongoing behavioral issues, I absolutely do not think that allowing Cody to spend the night with Ethan is safe for either Mía or Ethan, nor is it in their best interest.

--Christina

On Wed, May 18, 2011 at 1:45 PM, Christina Slipp <ccstipp@gmail.com> wrote:  
That is fine.

On May 18, 2011, at 12:48 PM, Mitchell Slipp <mitchell.slipp@yahoo.com> wrote:

> I have no problem with accommodating your request provided that you have no problem with me taking the children to Disneyland this weekend.

>

> Sent from my Mobile Phone

>

> On May 18, 2011, at 11:32 AM, Christina Slipp <ccstipp@gmail.com> wrote:

>

>> Mitch,

>>

>> I have an important family function that I would like to have the kids attend with me this Sunday evening, May 22. However, it begins earlier than our scheduled drop off time of 6pm.

>>

>> For this week only, would you agree to drop the kids off at my home at 4:45 pm, or earlier, on Sunday May 22? In exchange and to compensate for the one-time schedule adjustment, if you are available and willing to do so, you could pick up the children this Thursday, May 19th at 6pm instead of your scheduled Friday, May 20th at 9 am.

>>

>> Please let me know if this works for you.

>>

>> -Christina

## EXHIBIT K

From: Mitchell Stipp <mstipplv@gmail.com>  
Subject: Re: Pick-up/Drop-off  
Date: March 15, 2012 3:15:32 PM PDT  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

I never asked the children to "just deal with it." Furthermore, the children were unaware that you attempted to gain access to my neighborhood to pick up the children when I expressly communicated to you that the children would be dropped off at the new location. You must have informed them of this fact. While it may be difficult for you to understand, I am not willing to accomodate your request for you and members of your family to pick the children up at my home. I also do not think it will resolve our disagreement to articulate to you the many reasons why this cannot occur. Instead, I have established an alternative public location near my home that works better for me and my family (including Mia and Ethan).

I apologize if you were offended by my use of the word "bitching." To me, it seemed to be an accurate description of your actions (whether male or female and not you personally). To use the word "complaining" would not accurately characterize your numerous emails.

If you want to file a motion, you have the right to do so. I would prefer that you did not. However, I would appreciate it if you stop writing to me about this matter.

On Mar 15, 2012, at 2:06 PM, Christina Calderon-Stipp wrote:

Mitch,

The children were very upset by the change in drop off as well as your parking lot idea. According to them, however, they were told by you to "just deal with it." They asked me why they are not allowed to show me their home and why I was not allowed through the gates. I do not think this constitutes "no problem" regarding last week's exchange. Obviously, the children are more affected by your decisions than you wish to admit. Also, the parking lot is not well-lit. It is dimly lit. This will be even worse during winter months.

I am more than happy to share in the responsibility of picking up our children. I will gladly pick them up in front of your home, as is normal and customary in cases of divorce. If you want to avoid litigation on this matter, simply allow such a reasonable exchange. You have yet to articulate one reason why I cannot simply pick up the children from in front of your home.

Please do not belittle my valid concerns as a parent as "bitching." I deserve more respect from you than that. Your treatment of me is surely lacking. Resorting to cursing and using such demeaning terms is not only unprofessional and sexist, but it is also completely uncalled for in any situation.

--Christina

On Thu, Mar 15, 2012 at 1:17 PM, Mitchell Stipp <mstipply@gmail.com> wrote:

I received your message below. You picked up the children last week at the new location without any problems. The location provides adequate parking and lighting, no traffic (unlike a street or commercial parking lot), and is a few hundred feet from the security guard tower at the entrance of The Ridges. You should share the responsibility as a joint physical custodian of picking up the children and respect my preference for this to occur at a public place near my home.

If you decide to file a motion, I will address the matter further in my opposition. However, I would prefer to avoid litigation on this issue. I do not think you should waste the court's time and resources on a simple matter that should be decided by us. Just like me, I am sure Judge Potter is tired of your drama, exaggerations and incessant bitching. As I communicated to you previously, the children are absolutely fine with the change, and they are the only ones that matter.

On Mar 15, 2012, at 9:59 AM, Christina Calderon-Stipp wrote:

Mitch,

With all due respect, I do not believe that you can or should make a unilateral change to our established drop off/ pick up routine. It is unfortunate that you refuse to make a mutual decision regarding this matter. This is a matter of prior agreement regarding a joint legal custody issue. The impact on the children of your decision, including their physical and emotional well-being, merits additional consideration. They should not have to be shuttled to a parking lot, when a safer alternative exists. If you can't provide that, then I have no choice than to put the matter to the Court to decide. Please advise if you change your mind. I will attempt to pick the children up from in front of your home once again tomorrow. Please do not reject this feasible alternative to your parking lot edict.

--Christina

On Fri, Mar 9, 2012 at 4:18 PM, Mitchell Stipp <mstipply@gmail.com> wrote:

I still intend to drop off the children at the Summerlin Home Finding Center as I previously communicated to you. As parents, we may not always communicate our true feelings to our children about a particular situation or result. If you do not feel comfortable doing this, I would ask that you say nothing more on the matter. It is unfortunate that you already communicated to the children that you may be picking them up at my house this weekend (when I never communicated to you that this was even a possibility). Regardless, I have discussed the issue with the children, and both are fine with the new drop off location.

I think you are grossly exaggerating the impact to the children of this change. The children are not being left in a parking lot. The children will remain in my vehicle until you arrive. It is a simple matter of opening the car door to allow you to remove the children, getting immediately

into your vehicle and leaving. I cannot imagine that this procedure will affect them in any way.

As far as your offer to meet in person to discuss this matter further, I appreciate it. I think face-to-face discussions may be more productive than email exchanges in the future. However, in this instance, I do not think there is anything more to say.

On Mar 9, 2012, at 10:14 AM, Christina Calderon-Stipp wrote:

> Mitch,

>

> I am writing, one last time, to ask you to confirm this Sunday's pick-up/drop-off location. In your last email to me, you asked me to lie to the children regarding your parking lot drop-off proposal. Please do not ask me to do so again. As you know, my preference is to be able to pick up the children in front of their home, as is normal and customary in cases of divorce. In fact, I already told Mia and Ethan that I might be picking them up this Sunday in front of your home in order to prepare them for the change to their four-year routine.

>

> My foremost concern is for the emotional and physical health and well-being of the children. Your idea of a parking-lot drop-off is unnecessary, sends the wrong message to the children without any words even being said, and is not as physically safe as a front-door pick-up/drop-off. A court will undoubtedly agree, but I will not go down that path. I will leave it up to you. Please confirm what you decide as far as the drop-off/pick-up location for this Sunday and thereafter: will the kids be dropped off at my home on Sunday, will you allow me to pick them up in front of your home, or will you have them dropped off in a parking lot? Let me know.

>

> --Christina

>

# EXHIBIT L

From: Mitchell Stipp <mstippv@gmail.com>  
Subject: Outstanding Amounts  
Date: March 27, 2012 10:59:33 AM PDT  
To: Christina Calderon-Stipp <ccstipp@gmail.com>

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[The attachment Scan 120870001.pdf has been manually removed]

Attached are (1) Correspondence from SHL regarding coverage of Mia and Ethan under my policy of insurance from March 1, 2009 through May 31, 2010; and (2) Correspondence from SHL regarding payment of premiums under this policy during this period. This correspondence from SHL specifically sets forth the persons insured by the policy and clearly states that this policy did not cover Amy (as you have falsely claimed). The amount of the policy premiums allocable to the children can be determined by subtracting the monthly premium amount of \$121.30 due for June of 2010 from each payment that was made during the previous 15 months [\$4,279.65 - 15(\$121.30)]. As of June 1, 2010, I was the only person insured under this policy. SHL removed the children from my policy after you secured individual policies for them beginning June 1, 2010. Accordingly, I paid \$2,460.15 for premiums allocable to the children during this period of which you still owe 50% and have refused to pay. You have no basis to refuse to pay your share of these premiums. The amount of your share is \$1,230.08.

I have asked Jim Moore to request from SHL the same statements for the policy of insurance in effect from June of 2008 (when I resigned my employment from PLISE) through the end of February of 2009. Based on the previous costs and expenses of the children under my policy and their current premiums, I expect that your share of the children's premiums will be approximately \$80-\$100 per month for this 9 month period. If you intend to litigate this issue, I have asked William Plise to provide an affidavit stating that he did not pay these premiums and Jim Moore to provide an affidavit stating that I contributed this money to pay my share of the premiums.

You still owe your share of Mia's initial evaluation and final sessions of occupational therapy at Achievement Therapy Center. The initial evaluation was \$400. You have a copy of the invoice in the documents you received pursuant to your subpoena served upon ATC. The invoices for Mia's final sessions are marked paid by ATC and are attached as Exhibit 28 to my opposition filed on September 23, 2010. Therefore, your share of these costs and expenses is \$512.50. Judge Sullivan permitted Mia to attend therapy pursuant to the order entered from the hearing on April 13, 2010. You can contact Dr. Stegen-Hanson if you need any additional information or documentation.

Dr. Mishalow charged \$1,200 for his deposition. I paid this fee and you did not reimburse me your share, which equals \$600. Both you and your counsel attended and participated in the deposition. You also signed Dr. Mishalow's "in-take" forms wherein you agreed to be jointly and severally liable with me for such charges. As you recall, the purpose of the deposition was to clarify his treatment notes. I have attached for your reference the letter from Dr. Mishalow's office setting forth his fee which he also discussed on the record at his deposition. I know that you already have a copy of the deposition transcript. You can contact Dr. Mishalow if you need any additional information or documentation.

Dr. Kalodner charged \$100 per session with Mia. You are aware of this fee (because you complained about her allegedly increasing it to \$100 after meeting with me in your September 10, 2009 email). I am only asking for reimbursement for Dr. Kalodner's 10 sessions with Mia. You are aware of Dr. Kalodner's sessions with Mia as they are set forth in her treatment notes of which you already have a copy. Accordingly, your share is \$500. You can contact Dr. Kalodner if you need any additional information or documentation.

Based on the foregoing, you owe me \$2,842.58 (excluding the premiums for the children from June of 2008 through the end of February of 2009). As soon as I have the information on the children's additional premiums, I will provide it to you. Since you refuse to pay these amounts, I have no means of collecting them other than directly offsetting charges you have incurred and continue to pay for the children's insurance premiums. Effectively, I am providing you a payment plan of \$97 per month. If you would like, I am happy to pay the approximately \$600 you believe I currently owe you if you would kindly pay the almost \$3,000 you owe me.



## EXHIBIT M



SIERRA HEALTH AND LIFE  
A UnitedHealthcare Company

3/23/2012

MITCHELL STIPP  
7 MORNING SKY LN  
LAS VEGAS NV 89135

Member Name: MITCHELL STIPP  
Member Number: 09002502900

Dear MITCHELL STIPP:

Sierra Health and Life Insurance Company, Inc. has received your correspondence regarding your request for a verification of premiums paid for the year 2009. Sierra Health and Life Insurance Company, Inc. has researched your policy and has confirmed the following information:

| DATE PAYMENT<br>RECEIVED | PAID<br>AMOUNT | CHECK #  |
|--------------------------|----------------|----------|
| 03/12/09                 | \$257.00       | VISA     |
| 03/26/09                 | \$302.70       | 6241     |
| 04/22/09                 | \$279.85       | 5471     |
| 05/23/09                 | \$279.85       | 8608     |
| 06/24/09                 | \$279.85       | 2441     |
| 07/30/09                 | \$279.85       | 13506612 |
| 08/27/09                 | \$279.85       | 21162651 |
| 09/28/09                 | \$279.85       | 29717252 |
| 10/26/09                 | \$290.35       | 37787140 |
| 11/24/09                 | \$290.35       | 1528     |
| 12/29/09                 | \$290.35       | 4093     |

If you have any questions or need further assistance, please contact Sierra Health and Life Member Services at 702-242-7700 or 800-888-2264. Our representatives are available from 8:00am to 5:00pm PST, Monday through Friday.

We appreciate the opportunity to provide for your healthcare needs. Thank you for selecting Sierra Health and Life as your health plan.

Sincerely,

SHL Member Services Department

P.O. Box 15645 Las Vegas, Nevada 89114-5645 (702) 242-7700



SIERRA HEALTH AND LIFE  
A UnitedHealthcare Company

3/23/2012

MITCHELL STIPP  
7 MORNING SKY LN  
LAS VEGAS NV 89135

Member Name: MITCHELL STIPP  
Member Number: 09002502900

Dear MITCHELL STIPP:

Sierra Health and Life Insurance Company, Inc. has received your correspondence regarding your request for a verification of premiums paid for the year 2010. Sierra Health and Life Insurance Company, Inc. has researched your policy and has confirmed the following information:

| DATE PAYMENT<br>RECEIVED | PAID<br>AMOUNT | CHECK #  |
|--------------------------|----------------|----------|
| 02/01/10                 | \$290.35       | 9577     |
| 02/26/10                 | \$290.35       | 79056745 |
| 03/22/10                 | \$290.35       | 88296653 |
| 04/26/10                 | \$298.75       | 01131075 |
| 06/03/10                 | \$121.30       | 16319290 |

If you have any questions or need further assistance, please contact Sierra Health and Life Member Services at 702-242-7700 or 800-888-2264. Our representatives are available from 8:00am to 5:00pm PST, Monday through Friday.

We appreciate the opportunity to provide for your healthcare needs. Thank you for selecting Sierra Health and Life as your health plan.

Sincerely,

SHL Member Services Department



SIERRA HEALTH AND LIFE  
A UnitedHealthcare Company

3/23/2012

MITCHELL STIPP  
7 MORNING SKY LN  
LAS VEGAS NV 89135

Dear MITCHELL STIPP:

Currently, our records indicate that your Sierra Health and Life coverage includes the following:

- ☒ Medical
- ☐ Vision
- ☒ Prescription
- ☐ Dental

Member Name: MITCHELL STIPP

Member Number: 09002502900

DOB: 04/01/1975

Our records indicate coverage is effective 03/01/2009 through Current.

Member Name: ETHAN STIPP

Member Number: 09002502901

DOB: 03/24/2007

Our records indicate coverage was effective 03/01/2009 through 05/31/2010.

Member Name: MIA STIPP

Member Number: 09002502902

DOB: 10/19/2004

Our records indicate coverage was effective 03/01/2009 through 05/31/2010.

Per review of your policy at no time was Amy Stipp ever covered under this plan.

If you have any questions, or need further assistance, please contact Member Services at (877) 221-9430. Our representatives are available from 8:00 a.m. to 5:00 p.m. CST, (6:00 a.m. to 3:00 p.m. PST) Monday through Friday.

We appreciate the opportunity to provide for your healthcare needs. Thank you for selecting Sierra Health and Life Insurance as your health plan.

Sincerely,

SHL Member Services Department

P.O. Box 15645 Las Vegas, Nevada 89114-5645 (702) 242-7700

0001

DISTRICT COURT  
CLARK COUNTY, NEVADA

CHRISTINA CALDERON STIPP,

CASE NO.: D-08-389203-Z

Plaintiff,

DEPT NO.: m

v.

MITCHELL DAVID STIPP,

FAMILY COURT  
MOTION/OPPOSITION FEE  
INFORMATION SHEET  
(NRS 19.0312)

Defendant.

Party Filing Motion/Opposition : ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

OPPOSITION TO MOTION FOR AN ORDER TO SHOW CAUSE TO ISSUE AND BE ENFORCED AGAINST DEFENDANT, TO COMPEL DEFENDANT'S COMPLIANCE WITH COURT ORDERS, TO REDUCE ARREARS DUE BY DEFENDANT TO JUDGMENT, TO REVIEW DEFENDANT'S CHILD SUPPORT OBLIGATION, FOR OTHER RELATED RELIEF AND FOR ATTORNEY FEES, COSTS AND SANCTIONS AND COUNTERMOTION FOR MEDIATION OF PARENTING ISSUES, A PROTECTIVE ORDER TO PREVENT DISCLOSURE TO THIRD-PARTIES OF FINANCIAL DATA RELATED TO CHILD SUPPORT REVIEW, AND FOR AN AWARD OF ATTORNEY'S FEES, COSTS AND SANCTIONS

Motions and  
Oppositions to Motions  
filed after entry of a final  
order pursuant to NRSS  
125, 125B or 125C are  
subject to the Re-open  
filing fee of \$25.00,  
unless specifically  
excluded (NRS 19.0312)

Mark correct answer with an "X"

1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made. ☐ YES ☒ NO
3. This Motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order if YES, provide file date of Order: \_\_\_\_ ☐ YES ☒ NO

**NOTICE:**

If it is determined that a motion or opposition is filed without payment of the appropriate fee, the matter may be taken off the Court's calendar or may remain undecided until payment is made.

If you answered YES to any of the questions above, you are not subject to the \$25 fee.

Motion/Opposition ☒ IS ☐ IS NOT subject to \$25 filing fee

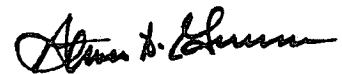
Dated this 13 of September, 2012

Jolene Hoeft

Printed Name of Preparer

[Signature]  
Signature of Preparer

**ATTACHMENT (d) TO 26**



CLERK OF THE COURT

1 **RPLY**  
2 PATRICIA L. VACCARINO, ESQ.  
3 Nevada Bar No. 005157  
4 VACCARINO LAW OFFICE  
5 8861 W. Sahara Ave., Suite 210  
6 Las Vegas, Nevada 89117  
7 (702) 258-8007  
8 Attorney for Plaintiff

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

9 CHRISTINA CALDERON STIPP,  
10 Plaintiff,  
11 vs.  
12 MITCHELL DAVID STIPP,  
13 Defendant.

CASE NO. : D-08-389203-Z  
DEPT. NO.: M

Date of Hearing: September 25, 2012

Time of Hearing 1:30 p.m.

14  
15  
16 PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO MOTION FOR AN ORDER TO  
17 SHOW CAUSE TO ISSUE AND BE ENFORCED AGAINST DEFENDANT, TO COMPEL  
18 DEFENDANT'S COMPLIANCE WITH COURT ORDERS, TO REDUCE ARREARS DUE BY  
19 DEFENDANT TO JUDGMENT, TO REVIEW DEFENDANT'S CHILD SUPPORT  
20 OBLIGATION, FOR OTHER RELATED RELIEF AND FOR ATTORNEY'S FEES, COSTS  
21 AND SANCTIONS AND PLAINTIFF'S OPPOSITION TO DEFENDANT'S COUNTERMOTION  
22 FOR MEDIATION OF PARENTING ISSUES, A RESTRAINING ORDER TO PREVENT  
23 DISCLOSURE TO THIRD-PARTIES OF FINANCIAL DATED RELATED TO CHILD  
24 SUPPORT REVIEW AND FOR AN AWARD OF ATTORNEY'S FEES, COSTS AND  
25 SANCTIONS

26 COMES NOW, Plaintiff, CHRISTINA CALDERON STIPP, ("CHRISTINA"), by and through  
27 her attorney of record, PATRICIA L. VACCARINO, ESQ. of the VACCARINO LAW OFFICE, and  
28 hereby submits her Reply and Opposition to Defendant's, MITCHELL DAVID STIPP ("MITCH")  
Opposition and Countermotion.

...

...

...

1 CHRISTINA's Reply and Opposition are made and based upon the following Points and  
2 Authorities, CHRISTINA's Affidavit and supporting Exhibits filed on August 24, 2012, all pleadings  
3 and papers on file in this action, all financial disclosures to still be produce by MITCH and any oral  
4 argument to be submitted by the undersigned counsel at the hearing(s) upon CHRISTINA's  
5 Motion.

6 DATED this 18<sup>th</sup> day of September, 2012.

7 VACCARINO LAW OFFICE

8 

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14 CHRISTINA CALDERON STIPP  
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**MITCH'S OPPOSITION SERVES AS HIS REPEATED ADMISSION THAT HE IS IN CONTEMPT OF NUMEROUS COURT ORDERS**

It is noteworthy that MITCH has admitted the following, clear, wilful and contemptuous conduct:

1. MITCH has unilaterally "ordered" an unorthodox and unsafe custodial exchange location, instead of consulting and agreeing with CHRISTINA concerning child custody exchanges as required by the provisions of Joint Legal Custody.
2. MITCH lost the parties' youngest child, ETHAN STIPP, ("ETHAN") at the Mandalay Event Center, and failed to notify and consult CHRISTINA concerning ETHAN's related distress as required by the provisions of Joint Legal Custody.
3. Once again, MITCH has repeatedly failed to facilitate Court-ordered daily, telephonic communication between the children and CHRISTINA. In fact, the wilful and contemptuous deprivation of telephone communication between the children and their mother reached the extreme, and spanned an unnecessary 18 days in July 2012.
4. MITCH does NOT DENY that his refusal to abide by Court-ordered, Joint Legal Custody provisions is contemptuous conduct aimed at estranging the children from CHRISTINA and impairing the natural development of love and respect the children have for CHRISTINA.
5. MITCH has admitted that he failed to provide to CHRISTINA the Court-ordered, fifteen-day advance, written notice of out-of-state travel and vacation with the parties' children, MIA STIPP, ("MIA"), ETHAN.
6. The fraudulent (cut-and-paste) E-mails MITCH did attach to his papers reveal MITCH has only twice, in three-and-one-half years, complied with the 15-day notice rule.
7. MITCH has admitted that he has refused and failed to provide to CHRISTINA

1 detailed itineraries for his travel with the children as specifically court ordered.

2 8. MITCH has admitted his refusal and failure to abide by the specific custodial  
3 schedule contained in Judge Sullivan's custodial order entered November 10, 2010  
4 as specifically plead in CHRISTINA's Motion.

5 9. MITCH has admitted that he has failed to comply with the parties' Marital Settlement  
6 Agreement ("MSA") requiring him to share in the cost of the children's healthcare  
7 insurance premiums.

8 10. MITCH has the audacity to request that this Court now offset his court-ordered  
9 healthcare insurance premiums due for 2011 and 2012 for secret healthcare  
10 services he obtained for MIA and litigation expenses incurred three and four years  
11 ago. Indeed, MITCH concedes he failed to comply with the 30/30 rule concerning  
12 his request for reimbursement many years ago. Thus, MITCH's request for offset  
13 must be denied.

14 11. MITCH has not denied that he has blocked receipt of CHRISTINA's E-mail  
15 communications concerning the children. This conduct also clearly is a violation  
16 of the provisions of Joint Legal Custody contained in the parties' MSA.

17 It is most noteworthy that MITCH has never moved this Court (not even now) requesting  
18 that any of the current, valid and enforceable Orders on file addressed in CHRISTINA's Motion  
19 be modified. As this Court is well aware, pursuant to NRS 125.510, this Court may modify orders  
20 concerning the children in the children's best interest. Indeed, MITCH believes he can continue  
21 and continue and continue to violate Court orders and issue his own orders in this case. MITCH  
22 has the audacity to claim that CHRISTINA's requests for enforcement of orders are "petty". Also  
23 noteworthy is the fact that MITCH's Countermotion does not seek an order to show cause against  
24 CHRISTINA for what he alleges are CHRISTINA's violations of orders that he agrees are valid  
25 and enforceable. This Court cannot further allow MITCH to abuse Court process in this manner.  
26 MITCH's lame and unacceptable explanations for his repeated and willfully contemptuous conduct  
27 is discussed further below.

28 MITCH and his counsel have admitted that they have refused and failed to respond to

1 CHRISTINA's counsel's letter dated June 18, 2012 attached as Exhibit "9" to her Motion. MITCH  
2 and his counsel refuse to resolve any issue in this case without forcing CHRISTINA to file a  
3 Motion with this Court.

4 II.

5 **THE CHILDREN'S BEST INTERESTS WILL BE SERVED IF THIS COURT FULLY GRANTS**  
6 **CHRISTINA'S REQUESTS**

7 CHRISTINA's Motion is supported by a lengthy and detailed Affidavit and numerous  
8 Exhibits which evidence her claims. MITCH has responded with an Opposition and  
9 Courtermotion which is, as usual, aimed at delaying resolution and doing what is best for the  
10 children. MITCH's Motion is filled with false and irrelevant facts occurring as long ago as 2008  
11 and 2009. The false facts are alleged again in an effort to make CHRISTINA look bad. Also,  
12 MITCH is attempting to delay this Court's issuance of orders which will benefit the children with  
13 his bad faith request that the parties now be referred to mediation. Yet, as CHRISTINA's Motion,  
14 Affidavit and supporting Exhibits evidence, CHRISTINA has made many written request to Mitch  
15 to attempt mediation for more than one year. Also, CHRISTINA's counsel's letter dated June 28,  
16 2012 attached as Exhibit "9" to CHRISTINA's Motion clearly delineated CHRISTINA's concerns  
17 and requested a negotiated and/or mediated resolution. The letter was IGNORED by MITCH.

18 It was not until CHRISTINA filed her Motion last month that MITCH's counsel bothered to  
19 respond to CHRISTINA's concerns and MITCH's contemptuous conduct. The response asked  
20 for a delay of the proceedings. Attached as Exhibit "3" to this Reply is a letter dated August 31,  
21 2012 from Radford Smith, Esq., and CHRISTINA's counsel's letter dated September 4, 2012 in  
22 response. As attached Exhibit "3" reveals, CHRISTINA and her counsel promptly notified MITCH  
23 and his counsel that this case is regrettably a case where mediation will be a waste of time and  
24 money. As EDCR 5.70(a) states, "for good cause shown, the assigned trial judge may waive the  
25 requirement of mandatory mediation in individual cases". In fact, mandatory mediation is only  
26 required upon filing an "Answer for domestic, contested child custody, access or visitation ..."

27 Of course, the Court may, at any time, refer the parties to mediation upon its own Motion.  
28 This history of this case reveals MITCH's adamant refusal to comply with current orders upon

1 which he agreed years ago. MITCH will not attend mediation in good faith with CHRISTINA.  
2 MITCH's conduct reveals he is clearly uninterested in resolving issues through negotiation and/or  
3 mediation. If MITCH was at all interested in mediating or negotiating, MITCH would have agreed  
4 to be referred, by stipulation, to attend mediation in June 2012 (almost four months ago) upon  
5 receipt of CHRISTINA's counsel's letter outlining the unresolved issues. See attached Exhibit "3"  
6 to CHRISTINA's Reply. Further, as attached Exhibit "3" reveals, on September 4, 2012,  
7 CHRISTINA's attorney asked that MITCH and his counsel suggest three mediators for  
8 CHRISTINA's review and consideration. MITCH refused to respond to that letter as well. If  
9 MITCH was truly interested in attending good faith mediation, MITCH and his counsel would have  
10 provided CHRISTINA's with the requested information. Of course, MITCH and his counsel have  
11 refused and failed to even suggest a mediator who could possibly assist these parties. THIS  
12 COURT NEEDS TO STOP THE MADNESS MITCH HAS CREATED.

13 It is overwhelmingly clear that MITCH's requests stated in his September 13, 2012  
14 Countermotion is nothing more than further, dilatory conduct. As noted above, MITCH has not  
15 asked this Court to modify any of the orders concerning travel notice, itineraries, daily telephone  
16 contact and any other provision of the clearly defined, Joint Legal Custody and other orders  
17 governing this case. MITCH does not care to change orders, because he intends on continuing  
18 to wilfully violate any stipulated or Court ordered requirements.

19 Further, at Page 17 of MITCH's responsive papers, MITCH requests mediation related to  
20 insurance premiums. As this Court is well aware, the Family Mediation Center is only authorized,  
21 in a case suitable for mediation, to address parent/child issues. The Family Mediation Center is  
22 not authorized to mediate issues such as the cost of healthcare insurance and the already  
23 ordered, equal sharing thereof. Again, MITCH's request for mediation on any issue in this case  
24 is made in bad faith and **MUST BE DENIED!**

25 All of CHRISTINA's requests for contempt findings, her request for normal and customary  
26 exchanges for the children and enforcement of clear and simple orders AND AN AWARD OF ALL  
27 ATTORNEY'S FEES AND COSTS INCURRED are not complex matters. The requests must be  
28 immediately decided by the Court at the upcoming hearing on CHRISTINA's Motion. Of course,

1 MITCH has already conceded that he will be required to participate in financial discovery so his  
2 proper monthly child support obligation may be calculated. This is the only issue which will require  
3 a return hearing, after CHRISTINA receives a true and correct Financial Disclosure Form from  
4 MITCH and the discovery to which she is entitled pursuant to Nevada law. In following well-  
5 settled Nevada law, the Court will have the necessary information to assess the parties' true,  
6 respective financial conditions as well as MITCH's true income. See section V. below. MITCH  
7 has alleged a ridiculous amount of phoney income and assets in his fraudulently prepared  
8 Financial Disclosure Form finally received by CHRISTINA's counsel on September 18, 2012.

9 III.

10 **MITCH'S DICTATED PARKING LOT EXCHANGE IS NOT IN THE CHILDREN'S BEST**  
11 **INTERESTS**

12 MITCH is correct on one point, to wit: "the parties' Marital Settlement Agreement is silent  
13 on the issue of the location of timeshare exchanges." Yet, MITCH is NOT legally authorized to  
14 dictate such an unreasonable and unsafe exchange location. The parties were following a  
15 defacto (Khaldy v. Khaldy, 11 Nev. 374, 892 P.2d 584, Nev., March 30, (1995)) agreement  
16 concerning exchanges for almost five years. The custodial exchanges all occurred at  
17 CHRISTINA's residence. MITCH retaliated against CHRISTINA after she was unintentionally  
18 delayed for an exchange. MITCH then dictated an unguarded and unsafe exchange location.  
19 MITCH is NOT the Judge in this case, and has no authority to order anything!

20 MITCH's false and old allegations about what he believes occurred in 2008 and 2009 are  
21 IRRELEVANT to CHRISTINA's current requests. Indeed, MITCH has not evidenced that  
22 CHRISTINA's request for the "honk-and-seatbelt-rule" at the parties' residences is not best for the  
23 children. If MITCH ever believed CHRISTINA should be restrained from driving to his residence,  
24 he should have filed a Motion or Countermotion for such an order allowing his dictated exchange  
25 location. MITCH also could have sought a Protective Order against CHRISTINA, but there exists  
26 zero basis for a Protective Order and a small parking lot exchange.

27 Also, MITCH often brings his wife and his son to the exchanges in the car at the parking  
28 lot he ordered to be utilized. Thus, MITCH's bogus claims that his new wife and their son's

1 lot he ordered to be utilized. Thus, MITCH's bogus claims that his new wife and their son's  
2 feelings and welfare should be considered lack merit. Pursuant to NRS 125.510, this Court must  
3 grant CHRISTINA's Countermotion on this exchange location issue in the children's best interest.

4 IV.

5 **MITCH IS AGAIN IN CONTEMPT OF COURT ORDERS**

6 NRS 22.010 states as follows:

7 Acts or omissions constituting contempts. The following acts or  
8 omissions shall be deemed contempts:

9 1. Disorderly, contemptuous or insolent behavior toward the  
10 judge while the judge is holding court, or engaged in judicial  
11 duties at chambers, or toward masters or arbitrators while  
12 sitting on a reference or arbitration, or other judicial  
13 proceeding.

14 2. A breach of the peace, boisterous conduct or violent  
15 disturbance in the presence of the court, or in its immediate  
16 vicinity, tending to interrupt the due course of the trial or other  
17 judicial proceeding.

18 3. Disobedience or resistance to any lawful writ, order, rule or  
19 process issued by the court or judge at chambers.

20 4. Disobedience of a subpoena duly served, or refusing to be  
21 sworn or answer as a witness.

22 5. Rescuing any person or property in the custody of an officer  
23 by virtue of an order or process of such court or judge at  
24 chambers.

25 6. Disobedience of the order or direction of the court made  
26 pending the trial of an action, in speaking to or in the presence  
27 of a juror concerning an action in which the juror has been  
28 impaneled to determine, or in any manner approaching or  
interfering with such juror with the intent to influence the  
verdict.

7. Abusing the process or proceedings of the court or falsely  
pretending to act under the authority of an order or process of  
the court.

25 MITCH admits he has continued to violate clear and specific Court orders. MITCH falsely  
26 alleges at page three of his Opposition and Countermotion that "CHRISTINA's Motion rehashes  
27 a series of issues that have previously been raised and addressed...on June 9, 2009, December  
28 8, 2009, May 6, 2010 and October 6, 2010." CHRISTINA has not "rehashed" or alleged facts from

1 2009 and 2010. CHRISTINA has properly alleged new facts occurring in 2011 and 2012 that  
2 reveal MITCH AGAIN IS IN CONTEMPT OF COURT.

3 MITCH's ridiculous reasoning for his repeated wilful and contemptuous conduct is that he  
4 can continue to violate the same Court orders because the Court has not yet found him in  
5 contempt at any of the hearings. Yet, the Court has also NOT modified the orders MITCH is  
6 wilfully violating. CHRISTINA agrees that MITCH has somehow not yet been found in contempt,  
7 after four Motion hearings addressing MITCH's clearly, contemptuous conduct. Such process does  
8 not seem equitable, but CHRISTINA still wants the orders enforced in the children's best interest.  
9 CHRISTINA AND HER COUNSEL NOW URGE THIS COURT, AFTER MITCH HAS RECEIVED  
10 AT LEAST FOUR "STRIKES" UPON AT LEAST FOUR MOTIONS, THAT IT IS TIME FOR MITCH  
11 TO BE CALLED "OUT" AND HELD IN CONTEMPT. MITCH has not yet been held accountable.  
12 This Court is urged to use its contempt powers to enforce MITCH's compliance. CHRISTINA's  
13 current Motion is indeed meritorious, and this Court must finally follow through on the order to  
14 assess the non-compliant party with attorney's fees.

15 V.

16 **MITCH'S ARGUMENTS CONCERNING CHILD SUPPORT AND ARREARS ARE ENTIRELY**  
17 **ERRONEOUS**

18 Attached to this Reply as Exhibit "1" is a copy of the Brief of Amicus Curiae, Family Law  
19 Section of the Nevada State Bar filed on September 18, 2012 in CHRISTINA's Appeal which has  
20 been pending for quite some time. The Brief reveals that CHRISTINA properly sought appellate  
21 intervention to address the serious legal errors with Judge Sullivan's Decision. MITCH's  
22 Opposition and Countermotion at pages two and three improperly affirm that CHRISTINA was  
23 "unsuccessful" in challenging Judge Sullivan's order of joint physical custody. Yet, at page four  
24 of the Amicus Curiae Brief at line 13, the Family Law Section asserts Judge Sullivan's order  
25 "provided one parent [MITCH] less than 40% of the time with the child [sic]." Continuing at page  
26 ten of the Amicus Curiae Brief, the Family Law Section asserts, "The schedule defined as joint  
27 physical custody by the lower Court in the Stipp matter is unsupportable under Rivero, and the  
28 governing rules set forth under Rivero do not need to be revised or clarified." Thus, it is apparent

1 that Judge Sullivan committed legal error, and CHRISTINA will be successful in being confirmed  
2 as MIA and ETHAN's primary physical custodian.

3 MITCH has repeatedly, falsely claimed to this Court and the Supreme Court that  
4 CHRISTINA has unnecessarily litigated issues in this Court and the Supreme Court. However, the  
5 current status of CHRISTINA's Appeal reveals CHRISTINA's appellate action was necessary and  
6 proper. Based upon Exhibit "1", the Appeal will likely result in a reversal of Judge Sullivan's last  
7 custody order. MITCH has also alleged false and irrelevant facts about Dr. Etkoff's and Dr.  
8 Velazquez' reports received by this Court, again, in an attempt to make CHRISTINA look bad.  
9 MITCH will do anything to avoid admitting that he is NOT a "joint physical" custodian, and clearly  
10 wants to avoid paying a proper amount of child support for the children.

11 MITCH even incredulously and falsely alleges that CHRISTINA's issues of concern such  
12 as child exchanges and her Court-ordered entitlement to daily phone contact with the children are  
13 "petty matters." Yet, these specific orders already on file and requests of CHRISTINA are truly  
14 important to CHRISTINA. MITCH claims he is "disengaging." MITCH is not disengaged; MITCH  
15 IS IN CONTEMPT.

16 Pursuant to Rivero v. Rivero, 125 Nev. 410, 216 P.3d 213 (2009), CHRISTINA can evidence  
17 a change in MITCH's and her own financial condition since the last child support order was  
18 entered. Obviously, CHRISTINA needs to receive a true and accurate Financial Disclosure Form  
19 from MITCH and discovery on financial matters to fully evidence MITCH's true financial condition  
20 and the huge change in circumstances. **Attached as Exhibit "2" to this Motion is a chart**  
21 **revealing that MITCH has increased his accumulated wealth from approximately \$650,000.00**  
22 **to almost \$5,000,000.00, all post divorce.** MITCH has again lied to the Court in his responsive  
23 papers and Financial Disclosure Form. MITCH refuses to list the millions of dollars of property in  
24 which he has an interest as well as his three luxury automobiles. See attached Exhibit "2".

25 Moreover, as attached Exhibit "4" reveals, MITCH has already been authorized to be paid  
26 huge sums of money in a Bankruptcy case in which is working. MITCH is on track to earn  
27 \$120,000.00 to \$180,000.00 in only one case this year. The Bankruptcy records approving  
28 MITCH's requested fees are attached as Exhibit "4". CHRISTINA and her counsel are confident



1 Court will impute much more income to MITCH. Indeed, NRS 125B.080(2) statutorily mandates  
2 MITCH to provide three years of his tax returns. MITCH must execute the Internal Revenue  
3 Service release so CHRISTINA can receive authentic tax returns directly from the Internal Revenue  
4 Service because MITCH may unlawfully attempt to change those documents by cutting and pasting  
5 as he has done with certain, purported Exhibits attached to his Motion.

6 The legal authority cited herein supports CHRISTINA's valid requests for a full and proper  
7 review of MITCH's financial condition and his obligation to pay a proper amount of child support  
8 for the children. MITCH is seriously MISTAKEN if he somehow believes CHRISTINA is only  
9 seeking an \$80.00 per month increase in his child support obligation. CHRISTINA noted in her  
10 Motion that, just considering the Consumer Price Index increase, this minimum, additional monthly  
11 amount is due from MITCH for child support. Of course, MITCH seeks to create dozens of hours  
12 of litigation expense in attempting to hide his wealth that he never disclosed and shared with  
13 CHRISTINA and the children in the divorce and/or which he accumulated post-divorce. MITCH  
14 has the audacity to claim CHRISTINA will soon run out of money. Yet, MITCH's fraudulently  
15 prepared Financial Disclosure Form reveals MITCH allegedly will run of cash a lot faster than will  
16 CHRISTINA based upon his alleged expenses which exceed \$10,000.00 per month.

17 The other changes in circumstances which have occurred since child support was first set  
18 in this case include the fact that MITCH was also solely paying healthcare insurance premiums  
19 through his employer. MITCH was also paying one-half of the children's private school, preschool  
20 and schooling costs! Now, MITCH spitefully requires CHRISTINA to solely absorb such costs for  
21 the benefit of the children. CHRISTINA's Financial Disclosure Form reveals she is solely paying  
22 approximately \$600.00 per month for healthcare insurance premiums and ETHAN's full-day  
23 kindergarten class in public school, without contribution from MITCH. MITCH has also remarried,  
24 and has placed substantial assets (millions of dollars) in title with his wife and LLCs in an effort to  
25 hide the truth.

26 MITCH has an ownership interest in three, luxury vehicles he failed to include in his  
27 Financial Disclosure Form. MITCH "owns" a \$140,000.00 BMW B7 Alpina, a new \$100,000.00  
28 Cadillac Escalade ESV and a \$200,000.00 Mercedes Benz S65 AMG. Since the divorce, MITCH

1 has driven and acquired other such luxury vehicles. Public records reveal MITCH received  
2 citations for these cars as the registered owner. See Exhibit "2". MITCH also has leased an  
3 executive suite in Arizona, and may own other business and real estate interests in that and other  
4 states.

5 As attached Exhibit "4" reveals, MITCH recently requested he receive \$77,000.00 in  
6 attorney's fees in a mega-Bankruptcy case in which he is the primary attorney. The request for  
7 fees has been approved by the Bankruptcy Court. This Court should not believe a word MITCH's  
8 "employer", Jon Fields, has to say about MITCH's alleged income or lack thereof. Upon  
9 information and belief, Jon Fields is also being investigated along with MITCH and Bill Plise for  
10 fraud. Yet, MITCH fraudulently omitted from his Financial Disclosure Form the income to soon be  
11 received from the Bankruptcy Court as a "receivable". MITCH, Jon Fields and Bill Plise are all  
12 alleged to be co-conspirators in absconding with \$500,000,000 in loan proceeds.

13 Indeed, MITCH wants to run, but he cannot hide his wealth and imputed income from this  
14 Court and the Bankruptcy Court. MITCH, CHRISTINA and others have been ordered to give  
15 testimony for the creditor in Bill Plise's Bankruptcy case. See attached Exhibit "5". CHRISTINA  
16 has never and will not now assist MITCH whatsoever in his efforts to continue to conspire to steal  
17 and hide money from "Mr. Plise's" creditors. The Bankruptcy Court has the authority, per Nevada  
18 and Federal law, to lift the seal and or a Restraining Order which could be issued in this case, and  
19 compel CHRISTINA to testify about her knowledge of MITCH's wealth and income.

20 The parties' Decree and Marital Settlement Agreement order that MITCH is to pay child  
21 support with CHRISTINA being designated as the primary physical custodian. Again, the Family  
22 Law Section agrees that the timeshare which the parties are following is NOT a joint physical  
23 custody schedule. See Exhibit "1", the Amicus Curiae Brief. Thus, this Court must regard  
24 CHRISTINA as the primary physical custodian of the children, allow CHRISTINA certain discovery  
25 and properly increase MITCH's child support obligation. The substantial "loans" MITCH alleged  
26 to have has received against his profit interest in Aquila Investments (the main company of the  
27 Plise entities) must now carefully be assessed by this Court in assessing MITCH's true financial  
28 condition and current child support obligation.

1 Since the divorce, MITCH has refinanced a one-million dollar mortgage on the former  
2 marital home, and purchased a home for his parents with an \$80,000.00 down payment. In  
3 addition to acquiring luxury automobiles, MITCH has also spent much money on paying for his new  
4 wife's education. MITCH claimed post-divorce that he was "retired." He then purchased a two-  
5 million dollar or more residence in The Ridges in Summerlin, free and clear. MITCH played his  
6 "shell game" of transferring the title thereto again and again. MITCH's residence is now titled in  
7 his wife's name and an LLC. MITCH failed to include this and other assets in which he has a clear  
8 interest in his Financial Disclosure Form. The same LLC and MITCH's wife own two MGM  
9 condominiums which MITCH purchased earlier this year. See attached Exhibit "2".

10 As noted in Lewis v. Hicks, 108 Nev. 1107, 843 P.2d 828 (1992) and Herz v. Gabler-Herz,  
11 107 Nev.117, 808 P.2d 1 (1991), this Court must consider the parties' vastly different incomes and  
12 financial resources in setting child support. This is the most important factor set forth in NRS  
13 125B.080(9).

14 In calculating child support in cases of primary physical custody, our Supreme Court has  
15 stated in Rivero v. Rivero, 216 P.3d 213 (2009), "In cases where one party has primary physical  
16 custody and the other has visitation rights, Barbagallo v. Barbagallo, 105 Nev. 546, 779 P.2d 532  
17 (1989), controls." Under these circumstances, the Court applies the statutory formulas and the  
18 noncustodial parent pays the custodial parent support. Id. at 548, 779 P.2 at 534. The Court may  
19 use the factors under NRS 125B.080(9) to deviate from the formulas. The Barbagallo Court cited  
20 "standard of living and circumstances of the parents" and the "earning capacity of the parents" as  
21 the most important of these factors. Id. at 551, 779 P.2d at 536.

22 Under the current version of NRS 125B.080, this focus on the financial circumstances of  
23 the parties is reflected in several factors, including "the relative income of both parents," the cost  
24 of healthcare and childcare, "[a]ny public assistance paid to support the child," "expenses related  
25 to the mother's pregnancy and confinement," visitation and transportation costs in some  
26 circumstances, and "[a]ny other necessary expenses for the benefit of the child." NRS  
27 125B.080(9). All the other statutory factors, such as the amount of time a parent spends with a  
28 child, are of lesser weight. (Citing Barbagallo, 105 Nev. at 551, 779 P.2d at 536.) All of these

1 factors support CHRISTINA's requests for an upward deviation, considering MITCH's apparent  
2 wealth and access to money.

3 In calculating child support in cases of joint physical custody, our Supreme Court has stated  
4 "In some cases where the parties have joint physical custody, the Wright v. Osburn, 114 Nev.  
5 1367, 1368-1369, 970 P.2d 1071, 1072 (1998) formula determines which parent should receive  
6 child support. Under Wright, child support in joint physical custody arrangements is calculated  
7 based on the parents' gross incomes. Id. at 1368-1369, 970 P.2d at 1072. Each parent is  
8 obligated to pay percentage of their income, according to the number of children, as determined  
9 by NRS 125B.070(1)(b). The difference between the two support amounts is calculated, and the  
10 higher-income parent is obligated to pay the lower-income parent the difference. Id. The District  
11 Court may adjust the resulting amount of child support using the NRS 125B.080(9) factors. Id.  
12 The purposes of the Wright formula are to adjust child support to equalize the child's standard of  
13 living between parents and to provide a formula for consistent decisions in similar cases. Id.

14 The Wright formula also remains unchanged by the new definition of joint physical custody.  
15 When the parties have joint physical custody, as defined above, the Wright formula applies,  
16 subject to adjustments pursuant to the statutory factors in NRS 125B.080(9). Under the new  
17 definition of joint physical custody, there could be a slight disparity in the timeshare. The biggest  
18 disparity would be a case in which one party has physical custody of the child 60 percent of the  
19 time and the other has physical custody of the child 40 percent of the time. Still, maintaining the  
20 lifestyle of the child between the parties' households is the goal of the Wright formula, and the  
21 financial circumstances of the parties remain the most important factors under NS 125B.080(9).  
22 Wright, 114 Nev. at 1368, 970 P.2d at 1072; Wesley v. Foster, 119 Nev. 110, 113, 65 P.3d 251,  
23 253 (2003); Barbagallo, 105 Nev. at 551, 779 P.2d at 536. [Emphasis added.]

24 Thus, in a joint physical custody situation, if a party seeks a reduction in child support based  
25 on the amount of time spent with the child, the party must prove that payment of the full statutory  
26 amount of child support is unfair or unjust, given that party's substantial contributions to the child's  
27 support. Barbagallo, 105 Nev. at 552, 779 P.2d at 536. As noted above, CHRISTINA, in fact, has  
28 primary physical custody of the children. However, with MITCH's true, huge income and assets,

1 CHRISTINA's income would not even affect MITCH's obligation of child support even if they were  
2 really joint custodians. Based upon the fact that CHRISTINA is the primary physical custodian and  
3 the parties' agreement for her to remain a stay-at-home mom for the children upon divorce,  
4 MITCH's wilful underemployment arguments alleged against CHRISTINA are mere nonsense.

5 Pursuant to Barbagallo, what really matters in these cases is whether the children are being  
6 taken care of as well as possible under the financial circumstances in which the two parents find  
7 themselves. Greater weight, then, must be given to the standard of living and circumstances of  
8 each parent, their earning capacities and the "relative financial means of parents" than to any of  
9 the other factors. If, for example, the secondary custodian has a much higher standard of living,  
10 greater earning capacity and considerably greater financial means than the primary custodian, the  
11 Courts must be careful not to allow unwarranted reductions in the formula amount being paid by  
12 such a secondary custodian to the primary custodian. Id. [Emphasis added.]

13 The NRS 125B.070 formula applies to joint physical custody and shared custody cases.  
14 The Court must make a determination as to which parent is the primary custodian and the  
15 secondary custodian. The secondary custodian, MITCH, must pay to the primary custodian,  
16 CHRISTINA, the full formula amount unless the secondary custodian sustains the burden of  
17 showing that substantial injustice would result in requiring him or her to pay the full formula  
18 amount. In determining whether an injustice is present, this Court should make reference to the  
19 factors and considerations in NRS 125B.080(8) and NRS 125B.060, with principal concern being  
20 given to the standard of living of the parties, their earning capacities and their relative financial  
21 means as noted above. Where either an increase (under NRS 125B.080(4)) or reduction in the  
22 formula amount is ordered, the deviation from the formula should be supported by written findings  
23 of fact and a statement of reasons.

24 Moreover, in Wesley v. Foster, the Supreme Court held "Nonetheless, we must still attempt  
25 to maintain the comparable lifestyle of the child between the parents' households" (citing Wright  
26 v. Osburn, 970 P.2d 1071, 114 Nev. 1367 (1998)). This Court must make the same attempt at  
27 maintaining comparable lifestyles of the parties in this case.

28 . . .

1 In Herz v. Gabler-Herz, 107 Nev. 117, 808 P.2d 1 (1991), the Supreme Court directed that  
2 a party advocating a deviation from the statutory maximum need not prove that deviation results  
3 from the child's needs. In Herz, at the time of the Divorce Decree, there was a presumption that  
4 the amount of child support provided under NRS 125B.080(4) was sufficient. A party could rebut  
5 that presumption by presenting evidence that a child's needs were not met by the statutory  
6 formula. Id. However, there was and is nothing in the applicable statutes to preclude the District  
7 Court from awarding an additional amount of child support based on some factor other than  
8 decreased need. An upward deviation was warranted in Herz, and is warranted in this case based  
9 upon the evident truth and verifiable, income tax returns and other discovery which must be  
10 conducted to fully evidence MITCH's flow of income, wealth and property holdings.

11 Indeed, the Nevada Supreme Court held in Herz that the District Court specifically found  
12 that the amount awarded was "fair and equitable" in light of "the vastly different incomes and  
13 financial resources of the plaintiff and defendant, and the amount of time the children will spend  
14 with each parent as a result of this decree." See NRS 125B.080(5). Id. The Supreme Court found  
15 no abuse of discretion in the District Court relying upon these factors/findings of fact. Similarly, this  
16 Court must make the same findings in this case once CHRISTINA has a proper opportunity to  
17 conduct discovery and proceed with her Motion.

18 In Herz, the Supreme Court further held, "We note initially that the factors cited by the  
19 District Court fall within those listed in NRS 125B.080(9) as factors that the District Court should  
20 consider when adjusting the amount of child support. We further note the extensive evidence of  
21 appellant's wealth supporting the District Court's findings, including appellant's income tax returns  
22 and property holdings." Id. The same notations exist in this case concerning MITCH's true assets  
23 and income.

24 Also, in Love v. Love, 959 P.2d 523, 114 Nev. 572 (1998), the non-custodial father opposed  
25 a Motion to increase child support on the basis of DNA test excluding him as father. The District  
26 Court deviated upward from the child support formula. The Supreme Court upheld the deviation.  
27 The dad in Love, argued mom did not show that the child's needs exceeded the cap. The  
28 Supreme Court said the child's needs did not control, but, rather, the means of the parents.

1 In Anastassatos v. Anastassatos, 112 Nev. 317, 320, 913 P.2d 652, 654 (1996), the Nevada  
2 Supreme Court held that any deviation from the formula set forth in NRS 125B.070 must be based  
3 upon the factors provided under NRS 125B.080(9). Id. at 320, 913 P.2d at 654. "Greater  
4 weight...must be given to the standard of living and circumstances of each parent, their earning  
5 capacities and the 'relative financial means of parents' than to any of the other factors." Barbagallo  
6 v. Barbagallo, 105 Nev. 546, 551, 779 P.2d 532, 536 (1989).

7 In Anastassatos, the Supreme Court further held that "child support is not calculated as a  
8 supplement to the presumably inadequate means of the custodial parent. NRS 125B.070 specifies  
9 a parent's duty of child support according to the parent's means rather than according to the child's  
10 needs." Id.

11 MITCH attempts to rely upon Fernandez v. Fernandez, 222 P.3d 1031, 126 Nev. Adv. Op.  
12 (2010) in opposing CHRISTINA's child support request. Fernandez must be distinguished from  
13 this case. In Fernandez, the father moved to modify child support downward based upon an 80%  
14 decrease in income. In Fernandez, our Supreme Court took into account the passive income of  
15 mother and earned income from the new husband. The Supreme Court properly reversed the  
16 District Court's decision upholding a stipulation preventing modification upward or downward of  
17 child support. Citing Barbagallo, the Supreme Court stated "what really matters under the formula  
18 and guideline statutes is whether the children are being taken care of as well as possible under  
19 the financial circumstances in which the two parents find themselves." Id. In this case, the  
20 opposite facts exist because MITCH has amassed at least SEVEN TIMES THE WEALTH HE  
21 DISCLOSED TO CHRISTINA UPON DIVORCE. CHRISTINA has spent at least \$250,000.00  
22 defending MITCH's frivolous Motions post-divorce, and prosecuting an Appeal which clearly has  
23 merit. See attached Exhibit "1". Upon information and belief, MITCH is worth approximately FIVE  
24 MILLION DOLLARS. See attached Exhibit "2".

25 In Lewis v. Hicks, 843 P.2d 828, 108 Nev. 1107 (1992), the mother sought an increase in  
26 child support consistent with the formula. The District Court improperly considered net income in  
27 reaching a new award. The relative standards of living were to be considered if deviating from the  
28 statutory formula. "A trial Judge might properly consider spousal contributions where they have

1 a significant impact on recognized statutory factors, such as the parents' standards of living or their  
2 relative financial means. However, Nevada law does not authorize using spousal income directly."

3 As noted in Lewis, "Child support is not calculated as a supplement to the presumably  
4 inadequate means of the custodial parent. NRS 125B.070 specifies a parent's duty of child  
5 support according to the parent's means rather than according to the child's needs. Although the  
6 ultimate policy objective may be the welfare of the child, the legislative scheme implements this  
7 policy by focusing the Court's attention upon a parent's statutory duty to provide a fixed percentage  
8 of his income as support. Barring special circumstances, the legislature has shifted the focus of  
9 the Courts from a general [108 Nev. 1114] inquiry into the best interests of the child to a specific  
10 inquiry of whether the noncustodial parent is satisfying the statutory support obligation. Where no  
11 special circumstances exist, Courts must focus exclusively upon the noncustodial parent's duty to  
12 pay a fixed percentage of income." Id. Yet, special circumstances clearly exist in this case,  
13 warranting an upward deviation in MITCH's child support obligation.

14 As in Lewis, MITCH's earning capacity and true, "passive" income must be carefully  
15 analyzed. In Lewis, although mom had slightly greater net assets, dad had monthly income three  
16 times greater than mom's income. In this case, MITCH has much greater true income and assets  
17 than does CHRISTINA. In Lewis, the parties' home values and automobiles were compared, as  
18 they must be in the instant case.

19 MITCH should not be able to argue that his new family is a reason to downward deviate his  
20 proper child support obligation. This Court must carefully consider the fact that MITCH has  
21 somehow amassed, while being retired, during retirement seven times the amount of assets he  
22 had upon divorce.

23 CHRISTINA clearly has a legal right to discovery in setting child support at this time. In  
24 Chambers by Cochran v. Sanderson, 107 Nev. 846, 822 P.2d 657 (1991), the Supreme Court held  
25 that the District Court erred in denying mother discovery on non-custodial father's income and in  
26 establishing a child support award without allowing mother an opportunity to argue for an award  
27 in excess of the \$500.00 maximum pursuant to NRS 125B.070(2)(e). The District Court ordered  
28 dad to execute an Internal Revenue Service release for the past three years' tax returns. Dad



1 refused to comply. Mom received a contempt order against Dad. The District Court somehow  
2 withdrew the order and entered the statutory maximum, without holding a hearing. This case  
3 reveals the statutory maximum is "rebuttable". Discovery must be allowed, so CHRISTINA can  
4 fully evidence her request to rebut the cap has merit.

5 In Perri v. Gubler, 105 Nev. 687, 782 P.2d 1312 (1989), the father moved for modifications  
6 of child support from the mother. The mother challenged the father's Affidavit of Financial  
7 Condition as severely understating his income and assets. CHRISTINA now challenges MITCH's  
8 Financial Disclosure Form for the same reasons. The mother in Perri produced proof of sale of  
9 Overton land that father did not disclose. The District Court ordered mother to pay increased child  
10 support to father. The mother appealed, and the Supreme Court reversed and remanded, stating  
11 as follows: "The record in this case reveals that Regen's affidavit of financial condition was less  
12 than candid and did not fully apprise the District Court of his financial abilities. Without accurate  
13 information, the District Court would be unable to conclude that Regen was no longer able to  
14 provide for the total support of the children. Thus, we cannot conclude that the District Court had  
15 a valid basis for modifying the original support decree. Consequently, until such time as full and  
16 accurate information is forthcoming from Regen, the District Court remains powerless to act upon  
17 his request for child support from Rose. Because we decide that Regen's deficient financial  
18 affidavit precluded a valid modification of the original support decree, we need not reach Rose's  
19 other contentions." Id. Likewise, this Court must order MITCH to provide sufficient and valid,  
20 reliable offers of proof of income. MITCH must be ordered to execute a release so CHRISTINA  
21 can access his tax records directly from the Internal Revenue Service as noted above.

22 In allowing CHRISTINA to conduct discovery, CHRISTINA will be able to further evidence  
23 imputed income to MITCH. In Barry v. Lindner, 119 Nev. 661, 81 P.3d 537 (2003), the District  
24 Court imputed income to a shady businessman who claimed to have been "loaned" money to meet  
25 a standard of living during marriage. Yet, this man claimed no income. These are precisely the  
26 same, false claims MITCH is making to this Court. MITCH may claim, as he has, that the lifestyle  
27 maintained during the marriage and upon divorce were due to loans [MITCH claimed to Dr. Paglini  
28 that he acquired five million dollars over and above \$300,000.00 salary/claimed to Judge Sullivan

1 that they were "loans."] The Stipp Marital Settlement Agreement clearly states that there is no  
2 other community debts other than those spelled out in Marital Settlement Agreement. If MITCH  
3 cannot prove "loans" by repayment terms, etc., this Court must impute such funds as income to  
4 MITCH. The Supreme Court affirmed imputation of income in Perri.

5 Also, in Minnear v. Minnear, 107 Nev. 495, 814 P.2d 85 (1991), a doctor claimed to earn  
6 minimal income. The referee found "wilful underemployment." In Minnear, the Appellant also  
7 challenged the ruling that he was wilfully [107 Nev. 498] underemployed and the Court's  
8 corresponding order that his support obligation be increased to \$500.00 per month for each of his  
9 daughters. The referee's decision to increase support was premised on a finding that Appellant  
10 was wilfully underemployed. Under NRS 125B.080(8), such status constitutes a valid reason for  
11 increasing a parent's support payments.

12 The Supreme Court stated in Minnear, "While we believe that deliberate avoidance may be  
13 inferred from the record in this case, we are mindful that NRS 125B.080(87) requires an additional  
14 finding that a parent's wilful underemployment be "for the purpose of avoiding an obligation for  
15 support of a child..." We now hold that, henceforth, where evidence of wilful underemployment  
16 preponderates, a presumption will arise that such underemployment is for the purpose of avoiding  
17 support. Once this presumption arises, the burden of proving wilful underemployment for reasons  
18 other than avoidance of a support obligation will shift to the supporting parent. Id. Clearly, MITCH  
19 will not offer proof of the real truth of his wealth and earnings, which only may be found after  
20 discovery and a full hearing. MITCH appears to be feigning underemployment to avoid paying a  
21 proper amount of child support.

22 Further, in Garrett v. Garrett, 111 Nev. 972, 899 P.2d 1112 (1995), the "established" amount  
23 is "presumed" to meet "the basic needs of a child" (NRS 125B.080(5). However, under NRS  
24 125B.080(6), the Court has the discretion to award an amount that is "greater or less" than the  
25 "established" amount, provided that the Court sets forth "findings of fact as to the basis for the  
26 deviation" from the established amount. In this case, once discovery and full and honest  
27 disclosures are provided by MITCH, it should be simple to make findings justifying an upward  
28 deviation of MITCH's child support obligation. Possibly the attached Exhibits are proof enough that

1 the statutory cap must be rebutted in this case.

2 In Metz v. Metz, 120 Nev. 786, 101 P.3d 779 (2004), the Supreme Court defined gross  
3 monthly income. The Supreme Court held in Metz as follows, "Our rules of statutory construction  
4 yield a conclusion that "gross monthly income" is no longer limited to income from employment.  
5 The statute provide that income received from "any source," regardless of whether the parent is  
6 "not self-employed" or is "self-employed," should be used to calculate a parent's child support  
7 obligation. If given full effect, this "any source" language means that income is not limited to  
8 employment earnings. Additionally, Nevada's public policies, to promote the adequate support of  
9 children and to encourage both parents to share the responsibilities of child rearing, are served by  
10 including income from all sources in child support calculations. Finally, as the statute has a  
11 protective purpose— to maintain the support of children— it should be liberally construed to  
12 achieve this purpose. Therefore, the Supreme Court in Metz concluded that "gross monthly  
13 income" is not limited to income from employment, but may include income from other sources.

14 Concerning CHRISTINA's requests for a judgment for MITCH's arrears for health insurance  
15 premiums, this Court clearly must grant this request without delay. The law of this case and NRS  
16 125B mandate such healthcare costs to be shared. MITCH admits he has not paid his fair share  
17 to CHRISTINA, but makes an illegal, offset request for bills he allegedly paid approximately four  
18 years ago. MITCH's request for reimbursement does not comply with the 30/30 rule contained in  
19 the parties' Marital Settlement Agreement, and his request must be DENIED as a matter of law.  
20 Also, the doctrines of waiver, estoppel and laches also apply to MITCH's on-and-off again claim  
21 from CHRISTINA for reimbursement for such old expenses. Even if MITCH timely submitted a  
22 reimbursement request, CHRISTINA believes this Court would have DENIED reimbursement to  
23 MITCH for many reasons, including, but not limited to, the fact that MITCH did not receive  
24 CHRISTINA's consent for his secret "treatment" with Dr. Kalodner, some of the bills were for  
25 litigation expenses, not healthcare expenses, and because MITCH never paid the healthcare  
26 insurance himself. MITCH's Exhibit "K" reveals the further fraud he is attempting to procure upon  
27 the Court by introducing a letter from the health insurance company noting payments by check  
28 from numerous bank accounts. The check numbers are not in any order, and appear to have been

1 made from different corporate sources. MITCH's personal bank records should reveal what  
2 MITCH truly paid from his income. Again, MITCH's offset request violates the 30/30 rule, and  
3 clearly must, ONCE AND FOR ALL, **BE DENIED**.

4 VI.

5 **MITCH'S REQUEST FOR A RESTRAINING ORDER MUST BE DENIED**

6 Approximately one year ago, MITCH illegally disseminated Court papers and confidential  
7 reports to his hired gun, Mr. Chambers, in this "SEALED" case. Yet, MITCH somehow successfully  
8 argued to this Court the order sealing the case does not apply to litigants, and only the Clerk of the  
9 Court. CHRISTINA and her counsel disagree with such analysis of the statute governing sealing  
10 of this Court case, and intend upon honoring the integrity of the order sealing this case.

11 CHRISTINA is not interested in publishing MITCH's Financial Disclosure Form, or his other,  
12 discoverable financial records to anyone, unless she is ordered to do so. Attached as Exhibit "5"  
13 to this Reply is an Order requiring CHRISTINA, MITCH, his wife Amy and their "boss", Jon Fields,  
14 to be deposed in the Bankruptcy case involving the alleged fraud MITCH, Jon Fields, Bill Plise and  
15 other co-conspirators have committed to the tune of hundreds of millions of dollars. CHRISTINA  
16 and her counsel cannot and will not agree to a Restraining Order or a confidentiality agreement  
17 concerning MITCH's disclosures for good cause and for the benefit of an overriding public policy  
18 interest. If fraud has occurred, the truth should be known, and the criminals should be responsible.

19  
20 Indeed, CHRISTINA has no knowledge, just suspicion, of the alleged fraud MITCH and his  
21 cohorts have allegedly committed and the millions of dollars they received in the process. If  
22 CHRISTINA agrees to refuse to allow the Bankruptcy Court to access any information CHRISTINA  
23 will finally be able to discover in this case, it could appear as if CHRISTINA is conspiring with  
24 MITCH and his buddies that are now being thoroughly investigated. Nevada and Federal law allow  
25 such a seal or Restraining Order to be dissolved or lifted to discover and uncover fraud in another  
26 action. This Court should, IN NO WAY, assist MITCH in hiding the truth from the Bankruptcy Court  
27 by issuing a Restraining Order. As CHRISTINA's Motion reveals, the Review Journal is diligently  
28 covering the Bankruptcy case involving MITCH and his buddies' alleged fraud. CHRISTINA has

1 NOT and will NOT assist MITCH in such alleged, illegal endeavors. In fact, CHRISTINA plead with  
2 Judge Sullivan, long ago, to allow her to uncover the same fraud now being uncovered by the  
3 Bankruptcy Court. Sadly, ironically and erroneously, CHRISTINA was wrongfully sanctioned by  
4 Judge Sullivan with an assessment of \$4,000.00 in attorney's fees and costs for pursuing the valid  
5 claims to reopen discovery.

6 If the Court is at all inclined to grant MITCH's request for a Restraining Order, CHRISTINA  
7 must be granted leave to FIRST fully brief the issue to include the large amount of Nevada and  
8 Federal law in her favor which undersigned counsel has researched on this issue. After all,  
9 MITCH's Countermotion was intentionally delayed and purposely served by mail to delay  
10 CHRISTINA's receipt thereof until six judicial days before the hearing. CHRISTINA has not  
11 received appropriate notice of MITCH's Countermotion as required by EDCR 2.20, and should be  
12 granted leave to further brief the issue if the Court is inclined to grant the untimely Countermotion.

## 13 VII.

### 14 **THE CHILDREN MUST BE PROTECTED FROM MITCH'S FRAUD, AND MUST BE** 15 **PROPERLY SUPPORTED BY MITCH**

16 MITCH must NOW BE ORDERED to provide security for his payment of support as allowed  
17 by NRS 125B.200 through NRS 125B.300. This Court must see that MITCH is headed for financial  
18 disaster, and is attempting to hide assets from the Bankruptcy Court and this Court.

19 This Court must order a deposit of MITCH's property assets with a trustee to secure the  
20 children's support throughout their minority. Indeed, this Court is statutorily authorized to even  
21 order a sale of assets for deposit with the trustee. At minimum, one of MITCH's luxury automobiles  
22 and his two million dollar home should be sold and deposited in trust to secure MITCH's child  
23 support obligation.

24 In the alternative, NRS 125B.250 allows MITCH to post a performance bond in lieu of other  
25 assets to secure his child support obligation. CHRISTINA and her counsel were unaware of how  
26 far MITCH will go to hide his assets from the Court until today, September 18, 2012, when  
27 MITCH's fraudulently prepared Financial Disclosure Form was finally served upon CHRISTINA's  
28 counsel. MITCH intentionally delayed filing and serving his Financial Disclosure Form, falsified his

1 income and omitted millions of dollars of assets from his Financial Disclosure Form, hoping  
2 CHRISTINA would not be able to timely file this Reply.

3 Certainly, this Court must question MITCH's ability to have acquired such wealth post-  
4 divorce. Thus, MITCH's banking records from 2008 forward and his "flow" of "income" and possibly  
5 funds hidden in his and his wife's name and LLC's must be fully discovered and PRESERVED in  
6 this action for the benefit of MIA and ETHAN.

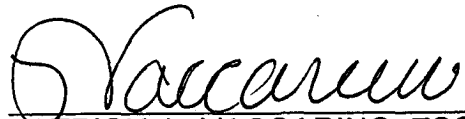
7 **VIII.**

8 **CONCLUSION**

9 For all of the foregoing reasons, CHRISTINA respectfully requests that the Court grant her  
10 Motion in its entirety. CHRISTINA will cause to be filed a Memorandum of Fees and Costs in  
11 support of her request for fees pursuant to Brunzell v. Golden Gate National Bank, 85 Nev. 345,  
12 349, 455 P.2d 31 (1969) once the Court issues rulings on discovery and further proceedings.

13 DATED this 18th day of September, 2012.

14 VACCARINO LAW OFFICE

15 

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**EXHIBIT "1"**

1                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2  
3                   **CHRISTINA CALDERON STIPP,**

4                   Appellant/Cross-Respondent,

5                   vs.

Case No.: 57327

Electronically Filed  
Sep 18 2012 08:29 a.m.  
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Clerk of Supreme Court

6                   **MITCHELL DAVID STIPP,**

7                   Respondent/Cross-Appellant.

8  
9  
10                   **BRIEF OF AMICUS CURIAE**

11                   **FAMILY LAW SECTION OF NEVADA STATE BAR**

12  
13                   **Family Law Section – State Bar of Nevada**

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**AMICUS CURIAE BRIEF**  
**OF**  
**THE FAMILY LAW SECTION OF THE STATE BAR OF NEVADA**

The Family Law Section of the State Bar of Nevada (hereinafter "FLS") submits its *Amicus Curiae* brief in accordance with NRAP 29 and the Court's April 24, 2012 order. The Court invited input from the FLS regarding whether, in light of the circumstances presented in this case, the Court should revisit or clarify its decision in Rivero v. Rivero, 125 Nev. 410, 216 P.3d 213 (2009). While there are many issues presented in this appeal, the FLS seeks to provide comment only regarding the Rivero timeshare analysis.

**I. STATEMENT OF IDENTITY, ETC., PER NRAP 29(d)(3)**

The FLS is a voluntary association of Nevada attorneys and judges from across the State, interested in the field of family law, forming a section of the bar with the purposes of furthering the knowledge of the members of the Section, the Bar and the Judiciary in all aspects of family law, administering CLE, distributing family law publications, and assisting the Board of Governors in the implementation of programs, policies, standardization and guidelines in the field.

The FLS has no stake in the merits of the underlying dispute, and takes no position regarding the merits of the parties' substantive claims. Rather, the FLS is concerned with the proper functioning of the Family Courts, and more generally, the evolution of family law in Nevada. By this filing, the FLS intends to provide this Court with an "in the trenches" opinion of how family law practitioners and judges grapple with the issues presented in this appeal.

**II. THE CURRENT STATE OF THE LAW**

Approximately three years ago, the Court issued Rivero v. Rivero, 125 Nev. 410, 216 P.3d 213 (2009), a seminal and far-reaching child custody case

///

///

1 dealing with issues of legal custody, physical custody, and child support.<sup>1</sup> In  
2 Rivero the court set forth definitions of physical custody. These definitions are  
3 “crucial” to the legal standards applied in custody modifications, child support,  
4 and relocation issues. Id. at 422.

5 This Court confirmed that joint physical custody schedules “must  
6 approximate an equal timeshare,”<sup>2</sup> [but] given the variations inherent in child  
7 rearing, such as school schedules, sports, vacations, and parents' work schedules,  
8 to name a few, an exactly equal timeshare is not always possible. Therefore, there  
9 must be some flexibility in the timeshare requirement.” Id. at 424-25. As the  
10 Rivero Court framed the question, “when does a timeshare become so unequal  
11 that it is no longer joint physical custody?” Id. at 425. To address that question,  
12 the Court established that parents with unequal timeshares share joint physical  
13 custody so long as each parent has physical custody of the child at least 40% of  
14 the time. Id. at 425-26.

15 By ruling so, the Court confirmed that joint physical custodians have  
16 essentially equal time, with the **outer limits** of joint physical custody being a 60-  
17 40% timeshare. Thus, the 40% timeshare is the threshold for defining the bare  
18 minimum of joint physical custody. After all, the goal as stated by the Rivero  
19

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20 <sup>1</sup> The court appropriately noted that the legislature has not explicitly defined joint  
21 physical custody. “However, despite these gaps, attorneys must still advise their  
22 clients, public policy still favors settlement, and parties are still entitled to  
23 consistent and fair resolution of their disputes.” Rivero at 426. The FLS reiterates  
24 that defining joint physical custody is properly a legislative function and thus far,  
the legislature is silent on the issue.

25 <sup>2</sup> Nevada law “presumes that joint physical custody approximates a 50/50  
26 timeshare.” Rivero at 424 (citing Wesley v. Foster, 119 Nev. 110, 112-13, 65  
27 P.3d 251, 252-53 (2003) (discussing shared custody arrangements and equal  
28 timeshare); Wright v. Osburn, 114 Nev. 1367, 1368, 970 P.2d 1071, 1072 (1998)  
(discussing joint physical custody and equal timeshare)).

1 Court and the Nevada Legislature is “[t]o encourage such parents to share the  
2 rights and responsibilities of child rearing.” Id. at 423 (citing NRS 125.460).  
3 Further, the goal is to “educate and encourage parents regarding joint custody  
4 arrangements, encourage parents to cooperate and work out a custody  
5 arrangement before going to court to finalize the divorce, ensure the healthiest  
6 psychological arrangement for children, and minimize the adversarial, winner-  
7 take-all approach to custody disputes.” Id. at 423 (citing Mosley v. Figliuzzi, 113  
8 Nev. 51, 63-64, 930 P.2d 1110, 1118 (1997)). Both the letter and the spirit of the  
9 Rivero holding and the concept of joint physical custody reflect an equal or nearly  
10 equal division of parenting time and duties. The law should not be used as a tool  
11 to cobble together a joint custody order where one parent routinely takes on  
12 greater responsibility for a child than the other.<sup>3</sup>

### 13 III. THE OUTER BOUNDARY AND THE PRACTICAL EFFECTS

#### 14 A. The 40% Outer Boundary.

15 With these concepts and goals in mind, the FLS opines that the 40%  
16 timeshare is the **outer boundary** of what constitutes essentially equal time. The  
17 FLS opines and agrees with the Supreme Court that a parent who does not reach  
18 the 40% timeshare is not a joint physical custodian.

19 The practical question becomes “How does a District Court determine  
20 when a parent reaches the threshold 40%?” The Rivero Court provides  
21 significant guidance. Specifically, it instructs in calculating timeshares over the  
22 course of a calendar year:  
23  
24

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25 <sup>3</sup> The FLS does not ignore or diminish the important role of a secondary  
26 custodian who may also be an active, involved parent, and instrumental to the  
27 development of his or her child. The designation of joint physical custody is  
28 focused on the parents having nearly equal custodial time and the nearly equal  
responsibilities that flow from that time.

1 [T]he district court should look at the number of days during which a  
2 party provided supervision of the child, the child resided with the  
3 party, and during which the party made the day-to-day decisions  
4 regarding the child. The district court should not focus on, for  
5 example, the exact number of hours the child was in the care of the  
6 parent, whether the child was sleeping, or whether the child was in  
the care of a third-party caregiver or spent time with a friend or  
relative during the period of time in question.

7 Id. at 427.

8 Rivero clearly states 40% of the time is approximately three days per week  
9 or 146 days per year. Id. at 427, 430. The 146 days may include vacation time  
10 and extended periods during summer months. Id. at 427. Again, this is in line  
11 with the general concept that when parents share joint physical custody they have  
12 nearly equal custodial time with the child; not less than 40%.

13 The instant appeal deals with a situation where the parents were not equal  
14 custodians with a schedule that provided one parent with less than 40% of the  
15 time with the child. From the perspective of the FLS and judges informally  
16 polled, a significant number of litigated custody cases appear to involve a parent  
17 who nearly, but does not meet the 40% mark. The FLS believes the District  
18 Courts will benefit from greater guidance from the Court in determining what  
19 constitutes a "day" pursuant to Rivero. Litigants and the District Courts need  
20 clarity to establish custody schedules, and by determining a "day," predictability  
21 will benefit everyone involved, and it is likely to promote settlement.

22 **B. What is a day?**

23 Webster's Dictionary defines a day as "the time established by usage or  
24 law for work, school, or business" and "the average solar day of 24 hours." The  
25 FLS, relying in part upon the published works and alchemy of Marshal S.

26 ///

27 ///

28 ///

1 Willick, also believes that a day is 24 hours.<sup>4</sup> However, the informal polling of  
2 the District Court Judges and practitioners by the FLS demonstrates the need for a  
3 modest amount of flexibility and discretion to the District Court Judges, rather  
4 than a rigid definition and application of a 24-hour period.

5 The District Courts require modest flexibility when determining if a parent  
6 enjoys a significant portion of the day, such that he or she should be awarded that  
7 day for calculation purposes. But, a significant portion of the day must be within  
8 only a few hours of a 24-hour period. As it happens often now, a common  
9 nonsensical result is reached where both parents are assigned the same day by a  
10 qualitative recasting to accommodate activities and involvement with a child.  
11 This occurs most often following litigation at the outer boundaries of the 40%  
12 when trying to determine “joint” or “primary.”

13 Stated differently, if the District Courts and litigants are reminded that in  
14 order to truly share joint physical custody, then parties must share equal, or nearly  
15 equal, time with their child. And this is a different conceptual construct from the  
16 more common outer boundary arguments over custodial schedules, which provide  
17 numerous partial days (often for exchanges). When calculating days to reach the  
18 threshold of 146 days per year (the 40%), significant portions of a particular day,  
19 something less than 24 hours, may be counted providing it is close to the 24-hour  
20 mark.

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21  
22 <sup>4</sup> As stated by Marshall S. Willick in *How Many Days are in a Week and the*  
23 *Meaning of Rivero II Opinion*, Nev. Fam. L. Rep., Vol. 23, No. 3, 2010, Rivero  
24 “does not require judges to ignore reality, or abandon common sense.” Id. at 18.  
25 Willick, a co-author of the FLS amicus brief on the Rivero rehearing,  
26 acknowledges that “neither the Section’s *Amicus* Brief, or the Court’s *Opinion*,  
27 defined a ‘day.’ Frankly, we thought Copernicus had taken care of that problem,  
28 and that it wasn’t necessary.” Id. at 18. He presumes the instant or similar appeal  
was already in the works, and made a case for simply asking courts to take  
judicial notice of a day being a 24-hour period, with seven days in a week, and  
365 days in most years until the Court or legislature clarifies the issue.

1                   C.     What other states do.

2           Not all states count days as 24-hour periods. Many states count overnights  
3 when necessary under their rules, typically for custody analysis, child support or  
4 eligibility for public benefits.<sup>5</sup> Frequently, the overnight rule is flexible. Some  
5 States take into consideration situations where the child has significant time  
6 periods in the physical custody of the other parent during the day but does not  
7 stay the night.<sup>6</sup> Other states have complex counting formulas, which may result

8  
9           <sup>5</sup> For example, Utah defines joint physical custody as 30% or more overnights  
10 with a parent. Utah Code Ann. § 78-45-2(13). West Virginia defines joint  
11 custody as more than 35% of overnights per year. WV Code § 48-1-239.  
12 Virginia law states that a day is 24 hours, with the presumption that overnights  
13 with one parent less than 24 hours is counted as a divided day. VA Code Ann. §  
14 20-108.2(G)(c)(3). Please note that a full summation of the law of the fifty states  
15 with respect to custody determination was included as an appendix to Brief of  
16 *Amicus Curiae*, Family Law Section of Nevada State Bar, Rivero v. Rivero, 125  
17 Nev. 410, 216 P.3d 213 (2009) (No. 46915), as Exhibit A. For further reference,  
18 the FLS's Rivero rehearing Amicus Brief discusses other states that use  
overnights at least as a starting point to determine the physical custody timeshare  
percentage for child support purposes. See, e.g., Brief of *Amicus Curiae*, Family  
Law Section of Nevada State Bar, Rivero v. Rivero, 125 Nev. 410, 216 P.3d 213  
(2009) (No. 46915) at Exhibit 3.

19           <sup>6</sup> For example, Oregon calculates child support based in part on the number of  
20 overnights the child is in each parent's physical custody to calculate the  
21 percentage timeshare. However, it allows the use of a "method other than  
22 overnights if the parents have an alternative parenting time schedule in which a  
23 parent has significant time periods where the child is in the parent's physical  
24 custody but does not stay overnight." Oregon Administrative Rule 137-050-  
0730(2)(c). The rule gives examples:

25           12 continuous hours may be counted as a day. Additionally, four-  
26 hour up to 12-hour blocks may be counted as half-days, but not in  
27 conjunction with overnights. Regardless of the method used, blocks  
28 of time may not be used to equal more than one full day per 24-hour  
period.



1 in unnecessary complications and concomitant litigation.<sup>7</sup> Finally, there are at  
2 least two States that define a day as a period of 24 hours for certain purposes,  
3 again with some discretion and flexibility.<sup>8</sup>

4 The Internal Revenue Code also uses overnights as the starting point for  
5 determining which parent is the custodial parent for purposes of allocation of the  
6 child dependency exemption, but includes flexibility if a parent's nighttime work  
7 schedule prevents overnights and the child lives with that parent a greater number  
8 of days.<sup>9</sup>

9 It is tempting to count where a child lays his or her head at night as the  
10 foundational basis for counting a day with a parent. It seems an easy bright line  
11 rule to apply, and some argue this approach is more child-centered (from the  
12 perspective of the "eyes of the child").

13  
14  
15 <sup>7</sup> California's complex presumptive child support calculation requires a  
16 calculation of the total number of hours a parent has primary physical custody of  
17 a child. There are cases in that state that deal with how to assign the hours a child  
18 spends in school. DaSilva v. DaSilva, 119 Cal.App.4th 1030, 15 Cal.Rptr.3d 59  
19 (2004). Once the total number of hours are calculated in a given year for each  
20 parent, the percentage timeshare is calculated using the total number of hours  
21 available in a year or dividing the total hours by 24 to yield the number of days  
22 assigned to each parent.

23 <sup>8</sup> VA Code Ann. § 20-108.2(G)(c)(3). In re Marriage of Hansen, 81 Wash.App.  
24 494, 914 P.2d 799 (1996).

25 <sup>9</sup> Under IRC § 152(e), the custodial parent is the parent with whom the child lived  
26 for a greater number of nights during the year. If the child lived with each parent  
27 for an equal number of nights, the custodial parent is the one with the higher  
28 adjusted gross income. However, the IRS recognizes an exception and gives the  
exemption to the parent whose nighttime work schedule prevents overnights and  
the child lives a greater number of days but not nights with that parent. See also,  
IRS Publication 504 (2011), Divorced or Separated Individuals.

1 The FLS does not agree that counting overnights is the appropriate method  
2 to calculate the Rivero timeshare for several reasons. First, in States that define  
3 "day" as an overnight rather than a 24-hour unit, it was accomplished legislatively  
4 rather than by the judiciary. To date, the Nevada Legislature remains silent on  
5 this issue. Second, Rivero says not to focus on whether a child was sleeping in  
6 the timeshare analysis. Rivero at 427. Third, by focusing on overnights, the  
7 schedule may be manipulated even when the other parent actually has the  
8 significant portion of the remaining day (for example, picking up the child at 7:00  
9 a.m.). It becomes clear very quickly that overnight counting is insufficient to  
10 address parenting responsibilities and child involvement.<sup>10</sup>

11 As noted, Nevada custodial schedules reflect every conceivable  
12 arrangement to accommodate a child's best interest and the parents' work  
13 schedules. Given the 24-hour nature of the lives of many Nevadans, especially  
14 those involved in hospital care, emergency services and casinos, the overnight test  
15 may not work as well as in other states where the majority of professions seem to  
16 fall into "day jobs." Accordingly, the FLS does not recommend adopting an  
17 overnight counting rule.

18 **IV. THE STIPP CUSTODY SCHEDULE DOES NOT MEET THE**  
19 **40% THRESHOLD SET FORTH IN RIVERO OR THE**  
20 **SPIRIT OF JOINT CUSTODY**

21 In the instant appeal, the District Court ordered a custodial schedule that  
22 provided Mr. Stipp with the children on the first, third, and fifth (when there is a  
23 fifth weekend in the month) weekends of each month. On the first and fifth  
24 weekends, Mr. Stipp's time would begin Friday at 6:00 p.m. through Sunday at  
25 6:00 p.m. On the third weekend, Mr. Stipp's time would begin at 9:00 a.m.,  
26

---

27 <sup>10</sup> It has a certain logic whereby each parent would be mutually disadvantaged,  
28 but that is contrary to the goals of trying to reach justice and equity.

1 rather than 6:00 p.m. On the second and fourth weekends of the month, Mr. Stipp  
2 had the children from Thursday at 6:00 p.m. through Sunday at 6:00 p.m. Ms.  
3 Stipp had the option of having the children for the first weekend of the month, but  
4 if she exercised this option, Mr. Stipp would then have the children from  
5 Wednesday at 6:00 p.m. through Friday at 6:00 p.m.<sup>11</sup>

6 Under the FLS's interpretation of this timeshare, Mr. Stipp has the children  
7 for two days on the weekends that his time begins on Friday at 6:00 p.m., and for  
8 three days on the weekends that his time begins on Thursday at 6:00 p.m. Without  
9 considering holiday visits, Mr. Stipp has 130 days (26 weeks x 2 days + 26 weeks  
10 x 3 days) or an approximate 36% timeshare.

11 When the two-week contiguous vacation time is considered, Mr. Stipp  
12 gains nine days when he exercises vacation (not including the weekends that were  
13 already counted in the above total), but he loses five days (two of his weekends)  
14 for Ms. Stipp's vacation time.

15 As to the 3-day holiday weekends, there are four specified. Since they are  
16 alternated, the presumption is two are assigned to Mr. Stipp, and two are assigned  
17 to Ms. Stipp. On those weekends, Mr. Stipp loses an entire weekend on Ms.  
18 Stipp's 3-day holiday weekends (at least two days, sometimes three days), and  
19 Mr. Stipp gains a day on his holiday weekend.

20 For the children's birthdays, Mr. Stipp loses two days overall because Ms.  
21 Stipp receives the children for one of his weekend days.

22 The remainder of the holidays appear to have no net effect because they are  
23 split or are alternated one-day holidays.

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24  
25  
26 <sup>11</sup> In addition to being fairly complex, this schedule does not readily lend itself to  
27 easy calculation of time. For example, on average it provides Mr. Stipp with 130  
28 days per year, but can range from 129 days to 131 days depending on the leap  
year. However under any count, Mr. Stipp is still not a joint physical custodian.

1 In total, when holidays and birthdays are added and subtracted to the  
2 normal schedule, Mr. Stipp has physical custody between 128 and 130 days per  
3 year, or approximately 35.6% of the time.

4 The above analysis did not take into account the eight hours from 9:00 a.m.  
5 until 6:00 p.m. on the third weekend of each month because it is not significant  
6 under the above FLS interpretation of Rivero. However, even if the additional  
7 eight-hour periods were considered full "days," the schedule still only provides  
8 Mr. Stipp with 142 days total per year, which is approximately 38.9% of the  
9 custodial time and accordingly not joint physical custody.

#### 10 V. THE FLS RECOMMENDATION

11 The schedule defined as joint physical custody by the lower court in the  
12 Stipp matter is unsupportable under Rivero, and the governing rules set forth  
13 under Rivero do not need to be revised or clarified. However, if this Court is  
14 inclined to issue a clarification, the FLS recommends that it hails from the  
15 Nevada Legislature. We note States which count days for important decisions,  
16 such as child support, largely do so by way of statute. Thus far, the Nevada  
17 Legislature has not offered clarification on this issue.

18 Despite this, if the Court determines that a clarification is appropriate, the  
19 FLS suggests the starting point to recognize when counting a day, the District  
20 Courts should begin with the 24-hour unit of measure. The District Courts must  
21 have flexibility when the parent has physical custody of the child for a significant  
22 portion of a 24-hour day, but it should be a close approximation of the 24-hour  
23 unit.

24 The FLS does not believe parties will benefit by a rule splitting or  
25 excepting school days and daycare time. Regardless of whether a child is in  
26 school or daycare, the parent who has custodial responsibility that day has  
27 primary control and decision making for the child even when the child is at  
28 school. The custodial parent must make arrangements for the child to be prepared

1 for and get to and from school, as well as to deal with issues, which may arise  
2 during the school hours, such as illnesses or discipline problems. This custodial  
3 responsibility role does not diminish the legal custody obligations to  
4 communicate with each other on these issues, and communication with each other  
5 should be encouraged.

6 The FLS similarly does not believe sleeping hours should be disregarded.  
7 The child is in the parent's physical custody and that parent has tremendous  
8 responsibility should anything occur, such as illness or an emergency during  
9 sleeping hours. The FLS suggests that, to the extent further clarification is  
10 warranted, days are 24-hour periods, or for a significant portion thereof.

## 11 VI. CONCLUSION

12 The FLS reiterates that joint physical custody is equal or nearly equal  
13 custodial time, but no less than 40% of the total custodial time. If a parent with  
14 nearly 40% of the custodial time is to be designated a joint physical custodian,  
15 then the bright line outer limit becomes diluted such that the parents neither have  
16 essentially equal physical time with the child, nor share equal parenting  
17 responsibilities. When joint physical custody is appropriately in a child's best  
18 interest considering the individual facts of the case, there should be no difficulty  
19 in crafting a nearly equal timeshare with each parent having physical custody of

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1 the child for at least 40% of the time. If it is not possible, joint physical custody  
2 is not in the child's best interest.

3 Affirmation pursuant to NRS 239B.030. The undersigned affirms that  
4 the preceding document does not contain the social security number of any person

5 DATED this 17<sup>th</sup> day of September, 2012.

6 STATE BAR OF NEVADA,  
7 FAMILY LAW SECTION

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Attorneys for *Amicus Curiae*

1                    ATTORNEY CERTIFICATE PURSUANT TO NRAP 28.2

2            I certify that I have read this Brief of *Amicus Curiae*, and to the best of my  
3 knowledge, information and belief, it is not frivolous or interposed for any  
4 improper purpose, such as to harass or to cause unnecessary delay or needless  
5 increase in the cost of litigation.

6            I further certify that this Brief complies with all applicable Nevada Rules of  
7 Appellate Procedure, in particular NRAP 28(e), which requires every assertion in  
8 the Brief regarding matters on the record to be supported by appropriate  
9 references to the record on appeal.

10           I further certify that this Brief complies with the formatting requirements of  
11 Rule 32(a)(4)-(6), and either the page- or type-volume limitations stated in rule  
12 32(a)(7).

13           I understand that I may be subject to sanctions in the event the Brief is not  
14 in conformity with the requirements of the Nevada Rules of Appellate Procedure.

15           Dated this 17<sup>th</sup> day of September, 2012.

16  
17                                    /s/Sarah Hardy-Cooper  
18                                    Sarah Hardy-Cooper, Esq.  
19                                    Nevada Bar No. 7736  
20                                    On Behalf of the Drafting Committee  
21                                    c/o Routsis Hardy-Cooper  
22                                    571 California Ave  
23                                    Reno, NV 89509  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Routsis Hardy-Cooper, over the age of 18, and that on the date set forth below, I served a true copy of:

**BRIEF OF AMICUS CURIAE FAMILY LAW SECTION OF NEVADA STATE BAR**

on the party(ies) below by:

- XX Placing an original or true copy thereof in a sealed envelope, postage prepaid for collection and mailing in the United States Mail at Reno, Nevada.  
\_\_\_\_ Personal Delivery.  
\_\_\_\_ Facsimile to the following number: (775) \_\_\_\_\_.  
\_\_\_\_ Federal Express or other overnight delivery.  
\_\_\_\_ Bootleg Courier Co. or other courier.  
\_\_\_\_ Certified Mail, Return Receipt Requested.  
XX Electronic Service via ECF System.

addressed to:

|                                                                                                                                                                                              |                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Electronic Service</b><br>Patricia L. Vaccarino, Esq.<br>Vaccarino Law Office<br>8861 W. Sahara Avenue, Ste. 210<br>Las Vegas, NV 89117<br><i>Attorney for Appellant/Cross-Respondent</i> | <b>Electronic Service</b><br>Radford J. Smith, Esq.<br>Radford J. Smith, Chartered<br>64 N. Pecos Road, Ste. 700<br>Henderson, NV 89074<br><i>Attorneys for Respondent/Cross-Appellant</i>     |
| <b>Electronic Service</b><br>Mitchell D. Stipp, Esq.<br>7 Morning Sky Lane<br>Las Vegas, NV 89135<br><i>Attorneys for Respondent/Cross-Appellant</i>                                         | <b>United States Mail</b><br>Robert Cerceo, Esq.<br>The Abrams Law Firm<br>6525 S. Rainbow Boulevard, Ste. 100<br>Las Vegas, NV 89118<br><i>Chair, Family Law Section, State Bar of Nevada</i> |

DATED this 17<sup>th</sup> day of September, 2012.

/s/ Crystal Huss

Crystal Huss



**EXHIBIT "2"**

# MITCH'S INCREASED STANDARD OF LIVING SUPPORTS MODIFICATION OF CHILD SUPPORT 2012

| MITCH'S STATED ASSETS PER MARITAL SETTLEMENT AGREEMENT, DATED FEBERARY 20, 2008                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | MITCH'S APPARENT ASSETS POST-FEBRUARY 20, 2008                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Total Assets: \$658,600.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Increased Assets: \$4,465,000.00</b><br>(Apparent from public records, more assets likely exist)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <ol style="list-style-type: none"> <li>1. <b>\$1,000,000.00 *</b><br/>Home equity in<br/>\$2M primary residence: 2055 Alcova Ridge Drive (Red Rock Country Club)*\$2M (Fair Market Value) MINUS \$1M mortgage=\$1M equity, but entire home equity vanishes by 2009 due to plunging real estate market</li> <li>2. <b>\$508,500.00</b><br/>Wells Fargo Bank Account in Mitch's name</li> <li>3. <b>\$150,000.00</b><br/>Mitch's 401(k) accounts</li> <li>4. <b>\$100.00</b><br/>Stated Value of Stipp Investments, LLC</li> <li>5. <b>2008 BMW M6</b><br/>Leasehold interest</li> <li>6. <b>2007 Mercedes S65 AMG</b><br/>Leasehold interest</li> </ol> | <ol style="list-style-type: none"> <li>1. <b>\$2,050,000.00*</b><br/>New primary residence: 7 Morning Sky Ln. (The Ridges), purchased April 2010. No recorded mortgage. *Recorded purchase price seems deceptively lower than FMV. Famous neighbor closed on home up the street for \$8.5 million in 2012.</li> <li>2. <b>\$1,000,000.00 FMV</b><br/>2055 Alcova Ridge Drive still owned by Mitch. Mitch refinanced jumbo loan on property in July 2009</li> <li>3. <b>\$220,000.00</b><br/>Home Mitch purchased for his parents in July 2009: 1990 Granemore Street, LV.</li> <li>4. <b>\$620,000.00</b><br/>Two luxury condominiums (\$310k each) Mitch purchased in the Turnberry MGM Grand Tower in March 2012</li> <li>5. <b>\$140,000 MSRP</b><br/>2012 BMW B7 Alpina</li> <li>6. <b>\$85,000 MSRP</b><br/>2012 Cadillac Escalade ESV</li> <li>7. <b>\$200,000 MSRP</b><br/>2007 Mercedes S65 AMG<br/>Appears to own it, not lease it.</li> <li>8. <b>\$150,000.00</b><br/>Mitch's 401(k) accounts</li> </ol> |

☐ In the Municipal Court of  
☐ In the Justice Court of Clark County

Court Case #

☐ Adult ☐ Juvenile

☒ Traffic ☐ Accident  
☐ Non-Traffic  
☐ Parking Meter #

# State of Nevada CLARK COUNTY

Las Vegas Metropolitan Police Department

## TRAFFIC/MISDEMEANOR CITATION/COMPLAINT

☐ School Zone ☐ Hazmat  
☐ Construction Zone ☐ S.T.E.P.

☒ Urban ☐ Rural

Travel Direction: ☐ N ☐ S ☐ E ☐ W

Beal/  
Area:

Mile  
Marker:

E10103539B

Event #:

ID #:

☐ Injuries ☐ Crime Report  
☐ Officer's Report

☐ Evidence Logged ☐ Arrest

☐ Aircraft Clock Number

☒ Radar ☐ Other

Explain: Radar# GHD07478

At Location: DESERT INN W of TOWN CENTER

Violation Date: 07/13/2011 Time: 1431

Issue Date: 07/13/2011 Time: 1431

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7

Defendant Type: ☒ Driver ☐ Passenger ☐ Pedestrian

☐ Other Explain:

Had Been Drinking: ☐ Yes ☐ No ☐ Unknown

Test Type: ☐ PBT ☐ Blood ☐ Breath ☐ UA

☐ Drugs Suspected Results: %

### THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF NEVADA

NAME (Last, First, Middle):

STIPP, MITCHELL

Social Security #:

Address: ☒ Physical ☐ Mailing  
2942 N 24TH ST#114-318

City: PHOENIX

State: AZ

Zip: 85016

City: USA

DOB: 04/04/1975

Race: W

Sex: M

Height: 508

Weight:

Hair: BRO

Eyes: BRO

OLN / ID: D06242895

☐ CDL

State: AZ

Class: C

Expiration: 04/04/2040

Restrictions:

Endorsements:

Vehicle has current proof of Insurance? ☐ Yes ☐ No

Expiration Date of Insurance Card:

### DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE AT THE ABOVE LISTED LOCATION:

Commercial Vehicle ☐ US DOT #:

VIN #:

Vehicle License: LVT147

Lic. State: NV

Expiration: 06/06/2012

Year: 2012

Make: BMW

Model: ALPINA

Type: 4D

Color: WHI

Reg. Owner:

☐ Same

Address:

### DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE(S):

1 Violation

No Nevada license - Resident to obtain within 30 days

0201

Posted Speed: 35

Actual Speed: 54

Cited Speed: 54

☒ NRS ☐ CFR ☐ County Code ☐ Municipal Code

To Wt:

NRS/County/City # NRS 463.245/CCO 1.08.010/LVO 10.02.010

NV RESIDENT

Violation Code: See Court

2 Violation

To Wt:

☐ NRS ☐ CFR ☐ County Code ☐ Municipal Code

NRS/County/City #

Violation Code:

(I certify (or declare) that I have reasonable grounds/probable cause to believe and do believe that above named person committed the above offense(s) contrary to law.

Officer/Complainant's PRINTED Name:

MOORE

Officer/Complainant's Signature:

P#:

4307

Bureau:

TR23

Las Vegas  
Municipal Court  
PCB 3950  
700 Lewis Ave.  
Las Vegas, NV 89127  
702-382-6878  
1-800-654-6856

Las Vegas  
Justice Court  
200 Lewis Ave.  
Las Vegas, NV 89155  
702-671-3444  
1-877-671-3183

Juvenile Justice  
Services  
501 N. Pecos Rd.  
Las Vegas, NV 89101  
702-455-5380

Good Shepherd  
Justice Court  
Box 19155  
Jean, NV 89019  
702-874-1405

Henderson  
Justice Court  
243 Water St.  
Henderson, NV  
89015  
702-455-7980

Henderson  
Municipal Court  
243 Water St.  
Henderson, NV  
89015  
702-267-3300

North Las Vegas  
Justice Court  
2428 Martin Luther King  
Blvd., North Las Vegas,  
NV 89032  
702-155-7801

Township: LAS VEGAS JUSTICE COURT

Justice Court:

LAS VEGAS JUSTICE COURT

Phone: 702-671-3444

You are hereby ordered to appear on 08/22/2011 MON During Normal Business Hours to answer the above charge(s).

Defendant's  
Signature

☐ Interpreter  
Needed?

LANGUAGE

☐ Court  
Mandatory

Violation Code(s):  
See Court

REV. 10-07-10095

E10103539B STIPP, MITCHELL

☐ In the Municipal Court of  
☐ In the Justice Court of Clark County

Court Case #

☐ Adult ☐ Juvenile

☒ Traffic ☐ Accident  
☐ Non-Traffic  
☐ Parking Meter #

**State of Nevada**  
**CLARK COUNTY**  
Las Vegas Metropolitan Police Department

**TRAFFIC/MISDEMEANOR CITATION/COMPLAINT**

☐ School Zone ☐ Hazmat  
☐ Construction Zone ☐ S.T.E.P.  
☒ Urban ☐ Rural

Travel Direction: ☐ N ☐ S ☐ E ☐ W

Beal/  
Area:

Mile  
Marker:

E10103539A

Event #:

ID #:

☐ Injuries ☐ Crime Report  
☐ Officer's Report

☐ Evidence Logged ☐ Arrest

☐ Aircraft Clock Number

☒ Radar ☐ Other  
Explain: Radar# GHD07478

At Location: **DESERT INN W of TOWN CENTER**

Violation Date: 07/13/2011 Time: 1431

Issue Date: 07/13/2011 Time: 1431

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7

Defendant Type: ☒ Driver ☐ Passenger ☐ Pedestrian

☐ Other Explain:

Had Been Drinking: ☐ Yes ☐ No ☐ Unknown

Test Type: ☐ PBT ☐ Blood ☐ Breath ☐ UA

☐ Drugs Suspected Results: %

**THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF NEVADA**

NAME (Last, First, Middle):

Social Security #:

STIPP, MITCHELL  
Address: ☒ Physical ☐ Mailing  
2942 N 24TH ST #114-318

City: PHOENIX

State: AZ

Zip: 85016

City: USA

DOB: 04/04/1975

Race: W

Sex: M

Height: 508

Weight:

Hair: BRO

Eyes: BRO

OLN/ID: D06242895

☐ CDL

State: AZ

Class: C

Expiration: 04/04/2040

Restrictions:

Endorsements:

Vehicle has current proof of insurance? ☐ Yes ☐ No

Expiration Date of Insurance Card:

**DID OPERATE THE/FOLLOWING VEHICLE/MOTOR VEHICLE AT THE ABOVE LISTED LOCATION:**

Commercial Vehicle ☐

US DOT #:

VIN #:

Vehicle License: LV1147

Lic. State: NV

Expiration: 06/06/2012

Year: 2012

Make: BMW

Model: ALPINA

Type: 4D

Color: WHI

Reg. Owner:

☐ Same

Address:

**DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE(S):**

1 Violation

Basic Rule - faster than posted.

1010

Posted Speed: 35

Actual Speed: 54

Cited Speed: 54

☒ NRS ☐ CFR ☐ County Code ☐ Municipal Code

To Wit:

NRS/County/City # NRS 484.361-1C/CCO 1.08.010/LVO 11.16.070

**FASTER THAN POSTED**

Violation Code: See Court

2 Violation

To Wit:

☐ NRS ☐ CFR ☐ County Code ☐ Municipal Code

NRS/County/City #

Violation Code:

**I certify (or declare) that I have reasonable grounds/probable cause to believe and do believe that above named person committed the above offense(s) contrary to law.**

Officer/Complainant's PRINTED Name:

Officer/Complainant's Signature:

P#:

Bureau:

MOORE

4307

TR23

Las Vegas  
Municipal Court  
POB 3550  
200 Lewis Ave.  
Las Vegas, NV 89127  
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Las Vegas  
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Jean, NV 89019  
702-874-1405

Henderson  
Justice Court  
243 Water St.  
Henderson, NV  
89015  
702-455-7960

Henderson  
Municipal Court  
243 Water St.  
Henderson, NV  
89015  
702-267-3300

North Las Vegas  
Justice Court  
2428 Martin Luther King  
Blvd., North Las Vegas,  
NV 89032  
702-455-7801

Township:

LAS VEGAS JUSTICE COURT

Justice Court:

LAS VEGAS JUSTICE COURT

Phone:

702-671-3444

You are hereby ordered to appear on 08/22/2011 MON During Normal Business Hours  
to answer the above charge(s).

Defendant's  
Signature

☐ Interpreter  
Needed?

LANGUAGE

☐ Court  
Mandatory

Violation Code(s):  
See Court

REV. 10-07 1-10-00

E10103539A STIPP, MITCHELL

Stipp, Mitchell

Citation Number: X00516654

Name: Stipp, Mitchell

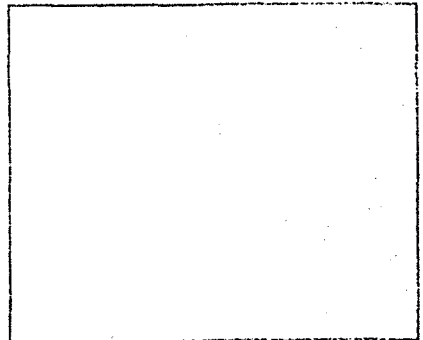
|                                                                                                                                                                                                                       |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| In the Justice/Municipal Court of<br>Las Vegas Justice Court<br>Court Case #                                                                                                                                          |                                      | State of Nevada<br>DPS Nevada Highway Patrol                                                                                           |                                         | Citation Number: X00516654<br>Accident Number:<br>Event Number:<br><input type="checkbox"/> Evidence Logged <input type="checkbox"/> Arrest |                                |
| <input type="checkbox"/> Juvenile                                                                                                                                                                                     |                                      | Traffic/Misdemeanor/Citation Complaint                                                                                                 |                                         |                                                                                                                                             |                                |
| <input checked="" type="checkbox"/> Traffic                                                                                                                                                                           | <input type="checkbox"/> Accident    | <input type="checkbox"/> School Zone                                                                                                   | <input type="checkbox"/> Hazmat         | <input type="checkbox"/> Aircraft                                                                                                           | Clock Number:                  |
| <input type="checkbox"/> Non-Traffic                                                                                                                                                                                  | <input type="checkbox"/> Warning     | <input type="checkbox"/> Construction Zone                                                                                             | <input type="checkbox"/> S.T.E.P.       | <input type="checkbox"/> Radar                                                                                                              | <input type="checkbox"/> Other |
| <input type="checkbox"/> Parking                                                                                                                                                                                      | <input type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Urban                                                                                              | <input type="checkbox"/> Rural          | Explain:                                                                                                                                    |                                |
| Travel Direction: North: <input checked="" type="checkbox"/> South: <input type="checkbox"/>                                                                                                                          |                                      | East: <input type="checkbox"/> West: <input type="checkbox"/>                                                                          |                                         | Beat/Area: LB21 Mile Marker: 28                                                                                                             |                                |
| At Location: N I-215 S of SUMMERLIN PKWY                                                                                                                                                                              |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| Weather Conditions: Clear                                                                                                                                                                                             |                                      | Road Conditions: Dry                                                                                                                   |                                         | Traffic: Medium                                                                                                                             |                                |
| Violation Date: 02/10/2011                                                                                                                                                                                            |                                      | Day Code: 5                                                                                                                            |                                         | Violation Time: 14:16                                                                                                                       |                                |
| Issue Date: 02/10/2011                                                                                                                                                                                                |                                      | Issue Time: 14:22                                                                                                                      |                                         |                                                                                                                                             |                                |
| Defendant Type:                                                                                                                                                                                                       |                                      | Had Been Drinking: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> Unk: <input type="checkbox"/>                 |                                         |                                                                                                                                             |                                |
| Driver: <input checked="" type="checkbox"/> Passenger: <input type="checkbox"/> Pedestrian: <input type="checkbox"/> Other: <input type="checkbox"/>                                                                  |                                      | Test Type: PBT: <input type="checkbox"/> Blood: <input type="checkbox"/> Breath: <input type="checkbox"/> UA: <input type="checkbox"/> |                                         |                                                                                                                                             |                                |
| Explain Other:                                                                                                                                                                                                        |                                      | Drugs Suspected: <input type="checkbox"/> Results: %                                                                                   |                                         |                                                                                                                                             |                                |
| THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF NEVADA CITY/COUNTY: CLARK                                                                                                                                     |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| Name (Last, First, Middle): STIPP, MITCHELL                                                                                                                                                                           |                                      |                                                                                                                                        |                                         | SSN:                                                                                                                                        |                                |
| Address: Physical: <input checked="" type="checkbox"/> Mailing: <input type="checkbox"/>                                                                                                                              |                                      | City:                                                                                                                                  |                                         | State:                                                                                                                                      | Zip:                           |
| 2942 N 24TH ST # 114-318                                                                                                                                                                                              |                                      | PHOENIX                                                                                                                                |                                         | AZ                                                                                                                                          | 85016                          |
| DOB:                                                                                                                                                                                                                  | Race:                                | Sex:                                                                                                                                   | Ht:                                     | Wt:                                                                                                                                         | Hair:                          |
| 04/04/1975                                                                                                                                                                                                            | W                                    | M                                                                                                                                      | 508                                     | 165                                                                                                                                         | BR                             |
| OLN/ID: CDL: <input type="checkbox"/>                                                                                                                                                                                 | State:                               | Class:                                                                                                                                 | Expiration:                             | Restrictions:                                                                                                                               | Endorsements:                  |
| D06242895                                                                                                                                                                                                             | AZ                                   | D                                                                                                                                      | 04/04/2040                              | 0                                                                                                                                           |                                |
| Vehicle has current proof of insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                           |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| Expiration Date of Insurance Card: 04/16/2011                                                                                                                                                                         |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE AT THE ABOVE LISTED LOCATION                                                                                                                                          |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| Commercial Vehicle: <input type="checkbox"/>                                                                                                                                                                          | US DOT #:                            |                                                                                                                                        | VIN # WDBSK79F28F141002                 |                                                                                                                                             |                                |
| Vehicle License:                                                                                                                                                                                                      | Lic State:                           | Expiration:                                                                                                                            | Year:                                   | Make:                                                                                                                                       | Model:                         |
| LVKP17                                                                                                                                                                                                                | NV                                   | 12/24/2011                                                                                                                             | 2008                                    | MERCEDES                                                                                                                                    | SL65                           |
|                                                                                                                                                                                                                       |                                      |                                                                                                                                        | Make:                                   | Type:                                                                                                                                       | Color:                         |
|                                                                                                                                                                                                                       |                                      |                                                                                                                                        | BENZ                                    | PRD                                                                                                                                         |                                |
| Registered Owner:                                                                                                                                                                                                     |                                      |                                                                                                                                        | Address:                                |                                                                                                                                             |                                |
| <input type="checkbox"/> Same STIPP, AMY                                                                                                                                                                              |                                      |                                                                                                                                        | 2055 ALCOVA RIDGE DR LAS VEGAS NV 89135 |                                                                                                                                             |                                |
| DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE(S)                                                                                                                                                                    |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| 1. Violation 484.305                                                                                                                                                                                                  |                                      | NOC 09318                                                                                                                              |                                         | <input checked="" type="checkbox"/> NRS <input type="checkbox"/> CFR <input type="checkbox"/> County/Municipal Code                         |                                |
| Description: NRS TURN SIGNAL REQUIRED ON DIVIDED ROAD                                                                                                                                                                 |                                      | Posted Speed:                                                                                                                          |                                         | Actual Speed:                                                                                                                               | Cited Speed:                   |
| To Wit: LANE CHANGE 4X W/O TURN SIGNAL.                                                                                                                                                                               |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| NO BAIL: <input checked="" type="checkbox"/>                                                                                                                                                                          | Bail Amount: 0                       | Admin Assessment: 0                                                                                                                    | Facility Assessment: 0                  | Fee: 0                                                                                                                                      | Total: 0                       |
| 2. Violation                                                                                                                                                                                                          |                                      | NOC                                                                                                                                    |                                         | <input type="checkbox"/> NRS <input type="checkbox"/> CFR <input type="checkbox"/> County/Municipal Code                                    |                                |
| Description:                                                                                                                                                                                                          |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| To Wit:                                                                                                                                                                                                               |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| NO BAIL: <input type="checkbox"/>                                                                                                                                                                                     | Bail Amount:                         | Admin Assessment:                                                                                                                      | Facility Assessment:                    | Fee:                                                                                                                                        | Total: 0                       |
| 3. Violation                                                                                                                                                                                                          |                                      | NOC                                                                                                                                    |                                         | <input type="checkbox"/> NRS <input type="checkbox"/> CFR <input type="checkbox"/> County/Municipal Code                                    |                                |
| Description:                                                                                                                                                                                                          |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| To Wit:                                                                                                                                                                                                               |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| NO BAIL: <input type="checkbox"/>                                                                                                                                                                                     | Bail Amount:                         | Admin Assessment:                                                                                                                      | Facility Assessment:                    | Fee:                                                                                                                                        | Total: 0                       |
| I certify (or Delcare) subject to the penalty of perjury, that I have reasonable grounds/probable cause to believe that above named person committed the above infraction(s) and/or offense(s) contrary to law.       |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| Officer Name: WILK                                                                                                                                                                                                    |                                      | Officer Signature:                                                                                                                     |                                         | I.D. # 859                                                                                                                                  |                                |
| Complainant's Name:                                                                                                                                                                                                   |                                      | Complainant's Signature:                                                                                                               |                                         |                                                                                                                                             |                                |
| Court:                                                                                                                                                                                                                |                                      | Address:                                                                                                                               |                                         | Phone:                                                                                                                                      |                                |
| Las Vegas Justice Court                                                                                                                                                                                               |                                      | 200 Lewis Ave Las Vegas NV 89101                                                                                                       |                                         | 7026713444                                                                                                                                  |                                |
| You are hereby ordered to appear on or before                                                                                                                                                                         |                                      | Date and time: 05/19/2011 08:00                                                                                                        |                                         |                                                                                                                                             |                                |
| to answer the above charge(s)                                                                                                                                                                                         |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| Without admitting having committed each of the above offense(s), I hereby promise to respond as directed on this notice and waive my right to be taken immediately before a magistrate (NRS 484.799 and NRS 484.803). |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| Defendant's Signature:                                                                                                                                                                                                |                                      | Interpreter Needed Language:                                                                                                           |                                         | <input checked="" type="checkbox"/> Court Mandatory                                                                                         | Total Bail: \$ 0               |
|                                                                                                                                                                                                                       |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |
| Failure to comply with this complaint or future dates relating to this complaint will constitute a separate offense.                                                                                                  |                                      |                                                                                                                                        |                                         |                                                                                                                                             |                                |

# Las Vegas Metro Prosecutor's Report

Offense A of A

|                                                                                                                                                                                                                                                           |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------|------------------------------|--------------------------|
| Citation # E10187101804487A                                                                                                                                                                                                                               |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Court Case #                                                                                                                                                                                                                                              |                                                                                        | CLARK COUNTY REGIONAL MISDEMEANOR CITATION/COMPLAINT                                              |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              | COURT                    |                              |                          |
| STATE OF NEVADA                                                                                                                                                                                                                                           |                                                                                        | Complaint/Accident                                                                                |                                                                                                  | <input checked="" type="checkbox"/> Adult<br><input type="checkbox"/> Juvenile   |                                                                                                    | Event #                                                                                      |                          |                              |                          |
| LV Township Justice Court                                                                                                                                                                                                                                 |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    | ID #                                                                                         |                          |                              |                          |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                       | <input type="checkbox"/>                                                               | <input type="checkbox"/>                                                                          | <input type="checkbox"/>                                                                         | <input type="checkbox"/>                                                         | <input type="checkbox"/>                                                                           | <input type="checkbox"/>                                                                     | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> |
| THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF NEVADA                                                                                                                                                                                            |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Name (Last, First, Initial)<br>STIPP, MITCHELL                                                                                                                                                                                                            |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Res. Address<br>2055 ALCOVA RIDGE DR                                                                                                                                                                                                                      |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    | City<br>Las Vegas                                                                            |                          | State Zip<br>NV 89135        |                          |
| DOB<br>04/04/1975                                                                                                                                                                                                                                         |                                                                                        | Orig.<br>W                                                                                        | Sex<br>M                                                                                         | Ht<br>5' 8"                                                                      | Wt<br>165                                                                                          | Hair<br>Brown                                                                                | Eyes<br>BRO              | S.S. No                      |                          |
| Driver/Licence No.<br>D06242895                                                                                                                                                                                                                           |                                                                                        |                                                                                                   |                                                                                                  | State<br>AZ                                                                      | Class<br>C                                                                                         | Exp. Date<br>04/04/20                                                                        |                          | Restrictions                 |                          |
| VIOLATION DATE Month Day Year<br>07/06/2010                                                                                                                                                                                                               |                                                                                        |                                                                                                   |                                                                                                  | Time<br>10:20                                                                    |                                                                                                    | DATE OF<br>ISSUANCE                                                                          |                          | Month Day Year<br>07/06/2010 |                          |
| At Location:<br>Flamingo Rd West of Hualapai Way                                                                                                                                                                                                          |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    | Name of Business (If Applicable)                                                             |                          |                              |                          |
| DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE ON A PUBLIC HIGHWAY AND                                                                                                                                                                                   |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Vehicle No.<br>LVEA78                                                                                                                                                                                                                                     | Year<br>10                                                                             | Month<br>11                                                                                       | State<br>NV                                                                                      | Veh. Yr.<br>2007                                                                 | Make<br>Mercedes-Be                                                                                | Body Type<br>4D                                                                              | Color(s)<br>Silver       |                              |                          |
| Reg. Owner's Name<br>STIPP, MITCHELL                                                                                                                                                                                                                      |                                                                                        |                                                                                                   | Address<br>2055 ALCOVA RIDGE DR                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| DID THEN AND THERE COMMIT EACH OF THE FOLLOWING OFFENSES/INFRACTIONS                                                                                                                                                                                      |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Violation<br>01010                                                                                                                                                                                                                                        |                                                                                        |                                                                                                   | State NRS<br>NRS-484.361                                                                         |                                                                                  | City Ord LVO-11.16.070<br>County Code CCO-1.08.010                                                 |                                                                                              |                          |                              |                          |
| Title Basic Rule - faster than posted. Alleged Speed: 51 Speed Limit: 45                                                                                                                                                                                  |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| To Vm Radar 61/35t. ve 60. rd 300t. w/b aif                                                                                                                                                                                                               |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Bail Amount                                                                                                                                                                                                                                               |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| I certify (or declare) under penalty of perjury under the laws of the state of Nevada that I have reasonable grounds/probable cause to believe and do believe the above named person committed the above infraction(s) and/or offense(s) contrary to law. |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Officer/Complainant's PRINTED Name<br>Freeman, D.                                                                                                                                                                                                         |                                                                                        |                                                                                                   | Officer/Complainant's Signature                                                                  |                                                                                  |                                                                                                    |                                                                                              | P No<br>4487             | Bureau<br>LVMPD V            |                          |
| Las Vegas<br>Justice Court<br>200 Lewis Ave<br>Las Vegas, NV<br>89155-671-<br>3444 877-671-<br>3183                                                                                                                                                       | Henderson<br>Municipal<br>Court 243<br>Water St,<br>Henderson, NV<br>89015 267<br>3300 | Family Youth<br>Services<br>Building S, 601<br>N Pecos Rd.<br>Las Vegas, NV<br>89101 455-<br>5200 | Las Vegas<br>Municipal<br>Court 200<br>Lewis Ave Las<br>Vegas, NV<br>89101 382-<br>6878 800-654- | NLV<br>Township<br>Justice<br>Court 2428<br>Martin<br>Luther King<br>Blvd, North | N Las Vegas<br>Municipal<br>Court 2240<br>Civic Center Dr<br>N. Las Vegas<br>NV 89030 633-<br>1130 | Laughlin<br>Justice Court<br>101 Civic Way<br>Suite 2,<br>Laughlin, NV<br>89029 298-<br>4622 |                          |                              |                          |
| Jurisdiction LV Township Justice Court                                                                                                                                                                                                                    |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| You are hereby ordered to appear on the 3 day of August year 2010 at OR <input checked="" type="checkbox"/> Regular Business Hours                                                                                                                        |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Without admitting having committed each of the above infractions/offenses, I hereby promise to respond as described on this notice and waive my right to be taken immediately before a magistrate                                                         |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Total Bail Amount                                                                                                                                                                                                                                         |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |
| Defendant's<br>Signature                                                                                                                                                                                                                                  |                                                                                        |                                                                                                   |                                                                                                  | <input type="checkbox"/> Interpreter<br>Needed                                   |                                                                                                    | LANGUAGE                                                                                     |                          |                              |                          |
| FRP, 5-01 1v1000 Failure to comply with this complaint or future dates relating to this complaint will constitute a separate offense.                                                                                                                     |                                                                                        |                                                                                                   |                                                                                                  |                                                                                  |                                                                                                    |                                                                                              |                          |                              |                          |

## Scene Diagram



NOTICE: Any charges listed on this citation prosecuted in Las Vegas Municipal Court will be severed into separate individual cases before filing with the Court

Reason for Stop:  
Speeding

## Officer Signature

**EXHIBIT "3"**

**RADFORD J. SMITH, CHARTERED**  
*A Professional Corporation*

**THIS FACSIMILE IS CONFIDENTIAL.**

*The information contained in this facsimile message is information protected by attorney-client and/or the attorney/work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the address below via U.S. Postal Service.*

**IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (702) 990-6448**

**FACSIMILE TRANSMITTAL SHEET**

|                                                 |                                                      |
|-------------------------------------------------|------------------------------------------------------|
| <b>TO:</b><br>Patricia L. Vaccarino, Esq.       | <b>FROM:</b><br>Jolene<br>For Radford J. Smith, Esq. |
| <b>COMPANY:</b><br>Vaccarino Law Offices        | <b>DATE:</b><br>8/31/12                              |
| <b>PHONE NUMBER:</b><br>702-258-8007            | <b>FAX NUMBER:</b><br>702-258-8840                   |
| <b>RE:</b><br>Stipp V. Stipp                    | <b>CASE NUMBER:</b><br>D-08-389203-Z                 |
| <b>TOTAL NO. OF PAGES INCLUDING COVER:</b><br>3 |                                                      |

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

**DOCUMENT(S) ATTACHED:**

**CORRESPONDENCE DATED TODAY, AUGUST 31, 2012, FROM RADFORD J. SMITH, ESQ.,**



**RADFORD J. SMITH, CHARTERED**

RADFORD J. SMITH, Esq.  
GARIMA VARSHNEY, Esq.  
KENNETH SMITH, PARALEGAL  
JOLENE M. HOEPT, PARALEGAL

*A Professional Corporation*  
64 NORTH PECOS ROAD, SUITE 700  
HENDERSON, NEVADA 89074

TELEPHONE: (702) 990-6448  
FACSIMILE: (702) 990-6456  
RSMITH@RADFORDSMITH.COM

August 31, 2012

VIA FACSIMILE

Patricia Vaccarino  
Vaccarino Law Office  
8861 W. Sahara Avenue, Suite 210  
Las Vegas, Nevada 89117

Re: Christina Calderon-Stipp v. Mitchell Stipp (Case No. D-08-389203-Z)

Dear Ms. Vaccarino:

My office received a copy of Christina's new motion and affidavit to be heard before Judge Potter on September 25, 2012. As I understand it, we are required to file Mitchell's opposition on or before September 12, 2012. Based on my discussions with Mitchell, I believe he intends to complete and file a Financial Disclosure Form because Christina is asking this Court to review his child support obligations for the purpose of increasing them by \$80.00 per month. Please be advised that Mitchell is in the processing of completing his tax return for 2011, which is due on or before October 15, 2012. According to Mitchell, completion of his tax return for 2011 is essential to completing the Financial Disclosure Form.

Furthermore, as your client is aware, Mitchell has recently returned to work and he represents a class of creditors in a mega-bankruptcy case before the United States Bankruptcy Court for the District of Nevada. There is an important hearing in this bankruptcy case concerning the confirmation of the plan of reorganization for the debtor on September 25, 2012 (which is the same date as the hearing in this case before Judge Potter). Given the circumstances above, we will not be able to file Mitchell's opposition and Financial Disclosure Form by September 12, 2012, and Mitchell will not be able to attend the hearing before Judge Potter. Therefore, we would ask that you stipulate to extend the time for us to respond to Christina's motion and re-schedule the hearing. Please note that Mitchell will continue to pay his monthly child support at \$1,000.00 per child, agree to pay any increase if ordered by the Court retroactive to September 25, 2012 and waive any over-payments in the event it is reduced.

I expect that we will be able to respond to Christina's motion and file his Financial Disclosure Form by October 22, 2012 (which is 1 week after the filing deadline for Mitchell's 2011 tax return). Based on EDCR 2.20(h), Christina would be required to file any reply not later than five (5) days before the hearing. Therefore, Mitchell believes the hearing in this case should be re-scheduled to a date and time available on Judge Potter's calendar after October 31, 2012.

Since the matter will be delayed for a month or so, Mitchell would like to use his limited available time to mediate the matters raised in Christina's motion. As you are aware, at Mitchell's request,

08/31/2012 09:53 Stipp, M

(FAX)702 990 6456

P.003/003

Patricia Vaccarino

August 31, 2012

Page 2

these matters are subject to mandatory mediation anyway pursuant to EDCR 5.70. Therefore, as part of the stipulation, Mitchell would like Christina to agree to mediate these matters through the Family Mediation Center. Based on email correspondence I reviewed from Christina, I believe she was previously willing to do so. If the parties reach an agreement during mediation, there may not be any need for the hearing.

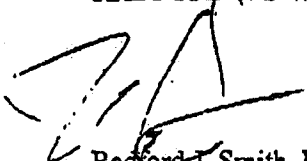
The last item I want to address is confidentiality with respect to financial matters that may be disclosed as part of Judge Potter's review of Mitchell's child support obligations. I believe both parties have a right to privacy with respect to information contained in their respective Financial Disclosure Forms and any information exchanged by the parties to verify the income set forth therein. Therefore, Mitchell would like the parties to agree in the proposed stipulation not to disclose to third parties such financial information. Of course, this restriction would not prohibit the parties from sharing such information with their respective attorneys and accountants for the purpose of determining the appropriate level of child support.

Please advise me no later than 12:00 pm on Tuesday, September 4, 2012, whether Christina accepts our proposal. If so, I will prepare the stipulation for your review and approval. This letter is written pursuant to EDCR 5.11.

If you have any questions, please do not hesitate to contact me.

Sincerely,

RADFORD J. SMITH, CHARTERED



Radford J. Smith, Esq.

cc: Mitchell Stipp (via email)

**From:** plvlaw <plvlaw@aol.com>  
**To:** rsmith <rsmith@radfordsmith.com>  
**Bcc:** ccstipp <ccstipp@gmail.com>  
**Subject:** Stipp v. Stipp - Letter dated September 4, 2012  
**Date:** Tue, Sep 4, 2012 5:14 pm  
**Attachments:** SCAN6417\_000.pdf (1283K)

---

Please see attached. Thank you.

# VACCARINO LAW OFFICE

◆  
ALSO ADMITTED IN  
NEW YORK & NEW JERSEY

8861 W. SAHARA AVE.  
SUITE 210  
LAS VEGAS, NEVADA 89117

A PROFESSIONAL CORPORATION  
TELEPHONE (702) 258-8007  
FACSIMILE (702) 258-8840  
E-MAIL PLVlaw@aol.com

September 4, 2012

VIA FACSIMILE AND ELECTRONIC TRANSMISSION

Radford J. Smith, Esq.  
Mitchell D. Stipp, Esq.  
64 N. Pecos Rd., #700  
Henderson, NV 89074

RE: Stipp v. Stipp  
Case No. D-389203

Dear Mr. Smith and Mr. Stipp:

Thank you for your letter dated August 31, 2012 which surprisingly hints at the suggestion of your side possibly settling one or all issues addressed in Christina's Motion. Moving forward, please cease from asking me to respond to your letters within one-half of a judicial day. Such request is entirely unreasonable and discourteous. By the way, your Reply brief recently filed in the Supreme Court action falsely asserts, in violation of NRCP 11, NRAP 28.2 and the ethical duty of candor towards the tribunal, that Christina's current Motion addresses the "same" issues already ruled upon by Judge Potter. That statement is simply and glaringly UNTRUE, starting with the issue of the new "order" Mitch made recently of dictating parking lot exchanges as cited in Christina's Motion. At any rate, I will address the assertions and requests made in your August 31, 2012 letter in the order set forth therein.

I believe your understanding of when Mitch's responsive pleadings are due to be filed and served is erroneous. Pursuant to NRCP 5 and 6 and EDCR 2.20, my office has calendared the correct deadline for Mitch's responsive pleadings of September 11, 2012. However, we may be able to settle all issues prior to that date if you and Mitch quickly become sincere and fair in that and all other regards.

You [Rad] state you believe "he [Mitch]" intends" to file a Financial Disclosure Form in your August 31, 2012 letter. Clear, Court rules require such complete and proper filing of a Financial Disclosure Form, so please do not let Mitch, as your co-counsel, read and interpret law and rules to his benefit when it suits him as further noted below. Mitch is also mistaken when he claims in your letter that Christina is only seeking an \$80.00 increase in child support. We reaffirm the declaration in Christina's Motion that such sum is the minimum increase that is due Christina at this time. We make this assertion before receiving proper and full disclosures from your office and from Mitch. Once disclosures are received and assessed, it may be that Mitch's obligation should be far greater than the statutory

Radford J. Smith, Esq.  
Mitchell D. Stipp, Esq.  
RE: Stipp v. Stipp  
September 4, 2012  
Page 2

maximum. Certainly, the public records on file in the Bankruptcy action involving Mr. Plise implicate Mitch in "fraudulent transfers". We understand you and Rad may have much to attempt to hide from Christina and other persons. Yet, Mitch apparently has amassed significant wealth post-divorce.

Your letter is disingenuous on many levels, because you, Rad, a family law practitioner for over two decades now, is allowing Mitch to erroneously claim he needs to complete his 2011 tax return in order to properly and timely file a Financial Disclosure Form in this case. Mitch has never practiced in family law, except in this case! Also, the 2011 tax return is soon due to the Internal Revenue Service, so all the back-up documents must be NOW easily accessible to Mitch to send to his accountant. You can simply have Mitch receipt same documents to your and my office for purposes of disclosure and negotiations for 2011 income. We also would accept a copy of his 2010 tax return(s) and his expense and asset pages of his Financial Disclosure Form for income imputation purposes.

The alleged Bankruptcy hearing at which Mitch claims he must be present is NOT scheduled at the same time as our hearing in this case. Also, the records on file in that action reveal Mitch and his associates may be wisely attempting to resolve the current issues addressed in Mr. Plise's case. Thus, good cause does not exist to continue the hearing.

We cannot agree to extend the time to have Christina's Motion heard because Mitch and you have been avoiding resolution of all issues for the past year. My June 7, 2012 letter asked you to mediate and/or negotiate with us, but ZERO response was received. I ask that you and Mitch NOW make Christina offers she could NOT refuse to each and every issue enumerated in her Motion by no later than Friday, September 7, 2012 at 4:00 p.m. Certainly, your client has had plenty of time to think about his offers to the long-pending issues. We will respond to the offer the following Monday. If we cannot settle, we will stipulate to extend the time for Mitch to file and serve to Wednesday, September 13, 2012, a two-day extension. In return, Christina will have until Friday, September 21, 2012 to file her Reply Brief if settlement is not reached. I would ask that your office prepare the Stipulation and Order modifying the deadlines set forth in EDCR 2.20 if you so agree. However, the offer to extend is contingent upon a settlement offer being tendered this week on all issues.

If Mitch has "limited available time" this and next month, we would request that Mitch provide his full work schedule and tax meeting schedule to Christina as soon as possible so she may exercise a right of first refusal to care for the children in Mitch's absence and time of unavailability. Please instruct Mitch to E-mail Christina directly with this information.

Also, please again read EDCR 5.70 which discusses "mandatory mediation" being required upon "filing an Answer" in an initial contested custody proceeding. I believe you and Mitch are also mistaken about the Rule. Indeed, while a Judge may also order mandatory mediation upon its own Motion, the Rule also allows a Judge to waive mediation for good cause shown. Indeed, good cause exists in this case to waive the mediation requirements

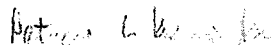
Radford J. Smith, Esq.  
Mitchell D. Stipp, Esq.  
RE: Stipp v. Stipp  
September 4, 2012  
Page 3

because the paper trail in this case reveals Christina and I have been pleading with you and Mitch to mediate and/or negotiate since my June 2012 letter and Christina's numerous, previous and later letters she sent to Mitch. However, in the interest of EDCr 5.11, please list three mediators which you and Mitch suggest and provide same to my office for our consideration and current and future reference. We fear your and Mitch's latent request to mediate is an additional, dilatory tactic.

Concerning your last item addressed in your August 31, 2012 letter "confidentiality" of filings and documents exchanged in this case, please refer to your letter forwarded to me in this case in June 2011. You alleged to us this case really is "NOT sealed." Indeed, you and Mitch conveniently claimed that the sealing only applies to the Clerk not being able to disseminate public records. You also aptly and strongly noted that a "gag-order" on Court/public records is simply "unconstitutional." You and Mitch also made such arguments in papers filed in District Court and advanced the same arguments before Judge Potter at a 2011 hearing. In fact, Judge Potter agreed with your position on the subject. Please understand that Christina DISCLAIMS any knowledge whatsoever of your client's previous and current "business" dealings concerning Mr. Plise, you and others noted in public records and the Review Journal. Certainly, if the Bankruptcy Trustee, the Review Journal, creditors or investigators are seeking evidence of the truth, you cannot expect Christina and me to subject that "truth" to confidentiality and/or a gag-order. Thank you for your time and attention.

Sincerely yours,

VACCARINO LAW OFFICE



Patricia L. Vaccarino, Esq.

PLV/ml

cc: Christina Stipp

**EXHIBIT "4"**

E-Filed: August 16, 2012

**FIELD LAW LTD.**  
**MITCHELL STIPP, ESQ.**  
 Nevada Bar No. 7531  
 10120 W. Flamingo Rd.  
 Suite 4-124  
 Las Vegas, Nevada 89147  
 Telephone: (702) 378-1907  
 Facsimile: (702) 483-6283  
 mitchell.stipp@yahoo.com  
*Counsel for Future Claims*  
*Representative, James L. Moore*

## UNITED STATES BANKRUPTCY COURT

## FOR THE DISTRICT OF NEVADA

In Re:

Case No: BK-S-12-12349-MKN  
 Chapter: 11

AMERICAN WEST DEVELOPMENT, INC., a  
 Nevada corporation,  
 fdba Castlebay 1, Inc.  
 fdba Development Management, Inc.  
 fdba Fairmont 1, Inc.  
 fdba Glen Eagles 3, Inc.  
 fdba Heritage 1, Inc.  
 fdba Inverness 5, Inc.  
 fdba Kensington 1, Inc.  
 fdba Kingsbridge 1, Inc.  
 fdba Promontory Estates, LLC  
 fdba Promontory Point 4, Inc.  
 fdba Silverado Springs 1, Inc.  
 fdba Silverado Springs 2, Inc.  
 fdba Tradition, Inc.  
 fdba Windsor 1, Inc.

**FIELD LAW LTD.'S MONTHLY FEE  
 APPLICATION FOR THE PERIOD OF  
 JULY 1, 2012 THROUGH JULY 31, 2012**

Hearing Date: N/A  
 Hearing Time: N/A

Debtor.

**TO THE HONORABLE MIKE K. NAKAGAWA AND ALL PARTIES IN INTEREST:**

Field Law Ltd. ("Applicant"), counsel to James L. Moore, Future Claims Representative, appointed to act as the representative of Future Construction Defect Claimants in the above-captioned bankruptcy case, hereby submits this Monthly Fee Application for the Period of July 1, 2012 through July 31, 2012 (the "Application"), pursuant to (i) the Court's Order Appointing Future Claims Representative entered as Docket No. 189, (ii) the Court's Order Authorizing Retention and Employment of Field Law Ltd. as Counsel to James L. Moore, Future Claims Representative, Effective as of April 12, 2012, entered as Docket No. 272, and (iii) the Order Pursuant to 11 U.S.C. §§ 105(a) and 331, Fed. R. Bankr. P. 2016, Authorizing and Establishing

**FIELD LAW LTD.**  
 10120 W. FLAMINGO RD., SUITE 4-124  
 Las Vegas, Nevada 89147  
 (702) 378-1907 FAX: (702) 483-6283



1 Procedures for Interim Compensation and Reimbursement of Expenses of Professionals entered  
2 as Docket No. 194 (the "Interim Compensation Order"). In Support of this Application,  
3 Applicant respectfully represents as follows:

4 1. Applicant hereby applies to the Court for allowance and payment of interim  
5 compensation for services rendered and reimbursement of expenses incurred as counsel to James  
6 L. Moore, the representative of Future Construction Defect Claimants, during the period  
7 commencing on July 1, 2012 and ending on July 31, 2012 (the "Application Period").

8 2. Applicant seeks allowance and payment of interim compensation for fees in the  
9 amount of \$38,520.00, which represents 80% of the \$48,150.00 in fees charged for services  
10 rendered during the Application Period, and \$1,938.41, which represents 100% of the expenses  
11 incurred during the Application Period.

12 3. Attached hereto as Exhibit A is a true and correct copy of the Applicant's detailed  
13 monthly billing statement for services performed and expenses incurred in connection with this  
14 case during the Application Period.

15 4. On the same date that this Application was filed, Applicant served a copy of this  
16 Application via overnight mail on the following parties (each, a "Noticed Party"):

- 17
- 18 a. American West Development, Inc., 250 Pilot Road, Suite 140, Las Vegas,  
19 Nevada 89119, Attention: Robert M. Evans;
  - 20 b. Fox Rothschild, LLP, 3800 Howard Hughes Parkway, Suite 500, Las  
21 Vegas, Nevada 89169, Attention: Micaela Rustia Moore, Esq.; and
  - 22 c. U.S. Trustee of the District of Nevada, 300 Las Vegas Boulevard South,  
23 Suite 4300, Las Vegas, Nevada 89101, Attention: Athanasios  
Agelakopoulos.

24 5. Pursuant to the Interim Compensation Order, each Noticed Party shall have  
25 twenty (20) days after service (or the next business day after the 20th day if the 20th day is not a  
26 business day) of this Application (the "Objection Deadline") to object to the requested fees and  
27 expenses in accordance with the procedures described in subparagraphs (b) and (c) set forth on  
28 page three of the Interim Compensation Order. If no objections are raised on or before the

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Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

1 Objection Deadline, the Applicant will file a certificate of no objection with the Court, after  
2 which Debtor shall be authorized to pay the Applicant \$40,458.41, which represents 80% of the  
3 fees charged and 100% of the expenses incurred by the Applicant during the Application Period.

4 6. Applicant acknowledges that the interim payment of compensation and  
5 reimbursement of expenses requested by this Application does not constitute a request for final  
6 allowance of such fees and expenses. At the conclusion of this case, Applicant will seek final  
7 allowance of the fees and expenses incurred for the entirety of this case, and any interim fees and  
8 expenses received during the course of this case will be credited against such fees and expenses  
9 that are allowed on a final basis.

10 7. Applicant does not have any agreement or understanding of any kind to divide,  
11 pay over or share with any person (except employees of the Applicant) any portion of the fees or  
12 expenses to be awarded pursuant to this Application.

13 DATED August 16, 2012.

14  
15  
16 **FIELD LAW LTD.**

17 By: /s/ Mitchell Stipp  
18 Mitchell Stipp, Esq.  
19 Nevada Bar No. 7531  
20 10120 W. Flamingo Road  
21 Suite 4-124  
22 Las Vegas, Nevada 89147  
23 *Counsel for Future Claims*  
24 *Representative, James L. Moore*  
25  
26  
27  
28

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(702) 378-1907 FAX: (702) 483-6283

**FIELD LAW LTD.**  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

EXHIBIT A

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**Field Law Ltd.**

10120 W. Flamingo Rd., Suite 4-124, Las Vegas, Nevada 89147  
 Telephone: 702-378-1907 Facsimile: 702-483-6283

**Client:** James L. Moore  
 31 Sky Bird Ct.  
 Las Vegas, Nevada 89135

**Invoice Number:** 1328  
**Invoice Date:** 8.15.12  
**Client Number:** 54950  
**Client Matter:** 1

| Date     | Timekeeper | Description                                                                                                                                                                                                                                                                                                                                                                                | Hours | Fees       |
|----------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|
| 07.02.12 | MDS        | Review complaint filed by Shinnick Ryan & Ransavage PC on behalf of Teresita Batarina; Telephone conferences with James Moore re: same; Review correspondence from Robert Evans to James Moore re: same; Prepare memorandum to James Moore re: matters related to complaint and role of future claims representative;                                                                      | 6.5   | \$2,437.50 |
| 07.03.12 | MDS        | Review and analyze proofs of claim filed by other claimants; Telephone conference with James Moore re: same;                                                                                                                                                                                                                                                                               | 5     | \$1,875.00 |
| 07.05.12 | MDS        | Review debtor's emergency motion on ost to enforce automatic stay and related documents; Telephone conferences with James Moore re: same;                                                                                                                                                                                                                                                  | 5.5   | \$2,062.50 |
| 07.06.12 | MDS        | Review email from Micaela Rustia Moore re: debtor's emergency motion on ost to enforce automatic stay;                                                                                                                                                                                                                                                                                     | 0.3   | \$112.50   |
| 07.09.12 | MDS        | Review opposition to debtor's emergency motion on ost to enforce automatic stay; Review email from Micaela Rustia Moore re: same; Telephone conferences with James Moore re: same and his discussions with Robert Evans; Prepare email to Ms. Moore re: matters related to hearing; Telephone conference with Ms. Moore and Nathan Schultz re: same;                                       | 4.5   | \$1,687.50 |
| 07.10.12 | MDS        | Prepare certificates of no objection re: April/May monthly fee applications for James Moore and firm; Prepare certificate of service; Prepare email to Micaela Rustia Moore and Nathan Schultz re: matters related to hearing on debtor's emergency motion on ost to enforce automatic stay; Review email from James Moore re: same; Review email from Mr. Schultz re: outcome of hearing; | 3.1   | \$1,162.50 |
| 07.11.12 | MDS        | Review and analyze filings made during July 2, 2012 through July 11, 2012 including Amended Schedule F; Telephone conference with James Moore re: same;                                                                                                                                                                                                                                    | 3.5   | \$1,312.50 |
| 07.12.12 | MDS        | Review construction documents provided by James Moore re: potential construction defects; Prepare summaries of the same for Mr. Moore;                                                                                                                                                                                                                                                     | 8     | \$3,000.00 |
| 07.12.12 | AS         | Review, organize and catalog construction documents provided by James Moore;                                                                                                                                                                                                                                                                                                               | 4.5   | \$675.00   |
| 07.13.12 | MDS        | Continue review of construction documents provided by James Moore re: potential construction defects; Prepare summaries of the same;                                                                                                                                                                                                                                                       | 8     | \$3,000.00 |
| 07.13.12 | AS         | Review, organize and catalog construction documents provided by James Moore;                                                                                                                                                                                                                                                                                                               | 4.5   | \$675.00   |
| 07.16.12 | JEF        | Review court filings and claims register; Discussion with Mitchell Stipp re: hearing on June 10, 2012;                                                                                                                                                                                                                                                                                     | 5.5   | \$2,062.50 |
| 07.16.12 | MDS        | Prepare June applications for payment for James Moore and firm; Prepare certificate of service; Prepare email to Micaela Rustia Moore re: interim fee applications; Review response from Ms. Moore re: same;                                                                                                                                                                               | 3.1   | \$1,162.50 |
| 07.17.12 | MDS        | Review and analyze filings made during July 12, 2012 through July 17, 2012; Telephone conference with James Moore re: same;                                                                                                                                                                                                                                                                | 3.5   | \$1,312.50 |
| 07.18.12 | MDS        | Continue review of construction documents provided by James Moore re: potential construction defects; Prepare summaries of the same;                                                                                                                                                                                                                                                       | 8     | \$3,000.00 |

|          |     |                                                                                                                                                                                                                                                                                                                                                                  |               |                          |
|----------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------|
| 07.18.12 | AS  | Review, organize and catalog construction documents provided by James Moore;                                                                                                                                                                                                                                                                                     | 4.5           | \$675.00                 |
| 07.19.12 | MDS | Continue review of construction documents provided by James Moore re: potential construction defects; Prepare summaries of the same;                                                                                                                                                                                                                             | 8             | \$3,000.00               |
| 07.19.12 | AS  | Review, organize and catalog construction documents provided by James Moore;                                                                                                                                                                                                                                                                                     | 4.5           | \$675.00                 |
| 07.20.12 | MDS | Review emails from Micaela Rustia Moore re: telephone conference and status of proof of claim to be filed by James Moore; Prepare email to Ms. Moore re: same;                                                                                                                                                                                                   | 0.3           | \$112.50                 |
| 07.23.12 | MDS | Prepare emails to Micaela Rustia Moore re: matters related to proof of claim to be filed by James Moore; Review email from Ms. Moore re: same; Telephone conference with Ms. Moore re: same and interim fee applications;                                                                                                                                        | 1.5           | \$562.50                 |
| 07.24.12 | MDS | Review draft of proof of claim prepared by James Moore; Telephone conference with Mr. Moore re: same; Review revised proof of claim by Mr. Moore; Prepare email to Micaela Rustia Moore re: same;                                                                                                                                                                | 2.5           | \$937.50                 |
| 07.24.12 | JEF | Research re: Insurance matters and protective proof of claim; Discussions with James Moore and Mitchell Stipp re: same;                                                                                                                                                                                                                                          | 4.5           | \$1,687.50               |
| 07.25.12 | MDS | Telephone conference with Brett Axelrod re: matters related to proof of claim; Telephone conference with James Moore re: same; Review plan treatment and voting rights applicable to construction defect claims; Advise James Moore re: same;                                                                                                                    | 3.5           | \$1,312.50               |
| 07.25.12 | MDS | Prepare interim fees applications for the period ending June 30, 2012 for James Moore and firm; Prepare declarations of James Moore and Mitchell Stipp re: same; Prepare notices of hearing re: same; Prepare certificates of service; Review applicable bankruptcy code, rules, interim compensation order and trustee guidelines for interim fee applications; | 8.5           | \$3,187.50               |
| 07.26.12 | MDS | Continue preparation of interim fee applications for the period ending June 30, 2012 and related documents;                                                                                                                                                                                                                                                      | 4             | \$1,500.00               |
| 07.26.12 | MDS | Review and analyze proofs of claims filed by other claimants; Telephone conference with James Moore re: same;                                                                                                                                                                                                                                                    | 5.5           | \$2,062.50               |
| 07.26.12 | AS  | Verify service list for notices of hearing on interim fee applications;                                                                                                                                                                                                                                                                                          | 1             | \$150.00                 |
| 07.26.12 | JEF | Review court filings and claims register; Discussion with Mitchell Stipp re:same                                                                                                                                                                                                                                                                                 | 5.5           | \$2,062.50               |
| 07.27.12 | MDS | Review email from Nathan Schultz re: voting rights stipulation; Review stipulation and prepare email to Mr. Schultz re: same; Telephone conference with James Moore re: same;                                                                                                                                                                                    | 1.5           | \$562.50                 |
| 07.30.12 | MDS | Review draft motion on ost re: voting rights stipulation; Review email from and prepare email to Nathan Schultz re: same; Telephone conference with James Moore re: same;                                                                                                                                                                                        | 2.5           | \$937.50                 |
| 07.31.12 | MDS | Review and analyze filings made during July 18, 2012 through July 31, 2012; Telephone conference with James Moore re: same;                                                                                                                                                                                                                                      | 8.5           | \$3,187.50               |
|          |     |                                                                                                                                                                                                                                                                                                                                                                  | <b>Total:</b> | <b>139.8 \$48,150.00</b> |

|                  |         |            |
|------------------|---------|------------|
| <b>Expenses:</b> | Copies  | \$1,603.34 |
|                  | Postage | \$41.85    |
|                  | FEDEX   | \$293.22   |

**Total: \$1,938.41**

|                                                  |                    |
|--------------------------------------------------|--------------------|
| <b>Total Professional Services and Expenses:</b> | <b>\$50,088.41</b> |
|--------------------------------------------------|--------------------|

| Timekeeper                | Hourly Rate | Hours         | Total Fees         |
|---------------------------|-------------|---------------|--------------------|
| Jon Field-Partner         | \$375       | 15.5          | \$5,812.50         |
| Mitchell Stipp-Of Counsel | \$375       | 105.3         | \$39,487.50        |
| Amy Stipp-Paralegal       | \$150       | 19            | \$2,850.00         |
|                           |             | <b>Total:</b> | <b>\$48,150.00</b> |

E-Filed: July 26, 2012

1 **FIELD LAW LTD.**  
 2 MITCHELL STIPP, ESQ.  
 3 Nevada Bar No. 7531  
 4 10120 W. Flamingo Rd.  
 5 Suite 4-124  
 6 Las Vegas, Nevada 89147  
 7 Telephone: (702) 378-1907  
 8 Facsimile: (702) 483-6283  
 9 mitchell.stipp@yahoo.com  
 10 *Counsel for Future Claims*  
 11 *Representative, James L. Moore*

## UNITED STATES BANKRUPTCY COURT

## FOR THE DISTRICT OF NEVADA

9 In Re:  
 10 AMERICAN WEST DEVELOPMENT, INC., a  
 11 Nevada corporation,  
 12 fdba Castlebay 1, Inc.  
 13 fdba Development Management, Inc.  
 14 fdba Fairmont 1, Inc.  
 15 fdba Glen Eagles 3, Inc.  
 16 fdba Heritage 1, Inc.  
 17 fdba Inverness 5, Inc.  
 18 fdba Kensington 1, Inc.  
 19 fdba Kingsbridge 1, Inc.  
 20 fdba Promontory Estates, LLC  
 21 fdba Promontory Point 4, Inc.  
 22 fdba Silverado Springs 1, Inc.  
 23 fdba Silverado Springs 2, Inc.  
 24 fdba Tradition, Inc.  
 25 fdba Windsor 1, Inc.

Debtor.

Case No: BK-S-12-12349-MKN  
 Chapter: 11

**FIELD LAW LTD.'S FIRST INTERIM FEE**  
**APPLICATION FOR THE PERIOD ENDING**  
**ON JUNE 30, 2012**

Hearing Date: August 23, 2012  
 Hearing Time: 10:00 a.m.

|    |                                                                                                            |                                                                                          |
|----|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 20 | Name of Applicant:                                                                                         | Field Law Ltd.                                                                           |
| 21 | Authorized to Provide Professional Services to:                                                            | James L. Moore, Future Claims Representative of the Future Construction Defect Claimants |
| 22 | Date of Retention:                                                                                         | April 12, 2012                                                                           |
| 23 | Period for which Compensation and Reimbursement is sought:                                                 | March 1, 2012 – June 30, 2012                                                            |
| 24 | Amount of Fees requested for approval and allowance as actual, reasonable, and necessary:                  | \$72,412.50                                                                              |
| 25 | Amount of Expense Reimbursement requested for approval and allowance as actual, reasonable, and necessary: | \$2,049.95                                                                               |
| 26 | Total Compensation requested:                                                                              | \$74,462.45                                                                              |

This is a(n): ☒ interim application | ☐ final application

### MONTHLY FEE APPLICATION SUBMISSIONS

| Application Period                  | Fees Incurred (100%) | Fees Payable (80%) | Expenses Incurred (100%) | Total Fees & Costs (100% Fees + 100% Costs) | Amount Requested in Monthly Fee Applications (80% Fees + 100% Costs) | Amounts Received from Debtor to Date |
|-------------------------------------|----------------------|--------------------|--------------------------|---------------------------------------------|----------------------------------------------------------------------|--------------------------------------|
| April 12, 2012 through May 31, 2012 | \$40,143.75          | \$32,115.00        | \$1,368.50               | \$41,512.25                                 | \$33,483.50                                                          | \$0.00 <sup>1</sup>                  |
| June 1, 2012 through June 30, 2012  | \$32,268.75          | \$25,815.00        | \$681.45                 | \$32,950.20                                 | \$26,496.45                                                          | \$0.00 <sup>2</sup>                  |
| <b>TOTALS</b>                       | \$72,412.50          | \$57,930.00        | \$2,049.95               | \$74,462.45                                 | \$59,979.95                                                          | \$0.00                               |

### SUMMARY OF PROFESSIONALS AND PARAPROFESSIONALS

April 12, 2012 Through June 30, 2012

| ATTORNEY                             | HOURLY RATE  | APPLICATION HOURS | TOTAL FEES         |
|--------------------------------------|--------------|-------------------|--------------------|
| Jon E. Field Esq.-Partner            | \$375        | 71.8              | \$26,925.00        |
| Mitchell D. Stipp, Esq.-Of Counsel   | \$375        | 118.6             | \$44,475.00        |
| <b>Subtotal</b>                      |              | <b>190.4</b>      | <b>\$71,400.00</b> |
| <b>Blended Rate (Attorneys only)</b> | <b>\$375</b> |                   |                    |
| PARAPROFESSIONAL                     | HOURLY RATE  | APPLICATION HOURS | TOTAL FEES         |
| Amy Stipp - Paralegal                | \$150        | 6.75              | \$1,012.50         |
| <b>Subtotal</b>                      |              | <b>6.75</b>       | <b>\$1,012.50</b>  |

<sup>1</sup> Applicant filed its certificate [Docket No. 358] on July 10, 2012 indicating no answer, objection or other responsive pleading was received with respect to its Monthly Fee Application for the Period of April 12, 2012 through May 31, 2012. Debtor indicates that it has sent payment, but Applicant has not received it.

<sup>2</sup> As of the date of filing of this Application, the 20-day objection period for Applicant's Monthly Fee Application for the Period From June 1, 2012 through June 30, 2012 had not expired.



|                                                                    |                 | APPLICATION<br>HOURS | TOTAL FEES         |
|--------------------------------------------------------------------|-----------------|----------------------|--------------------|
| <b>GRAND TOTAL</b>                                                 |                 | <b>197.15</b>        | <b>\$72,412.50</b> |
| <b>Combined Blended Rate<br/>(Attorneys and Paraprofessionals)</b> | <b>\$367.30</b> |                      |                    |

**SUMMARY OF DISBURSEMENTS**  
April 12, 2012 Through June 30, 2012

| EXPENSES          | RATE        | TOTAL<br>FEES     |
|-------------------|-------------|-------------------|
| Federal Express   | Actual Cost | \$62.50           |
| Photocopy Charges | Actual Cost | \$1,181.75        |
| Postage           | Actual Cost | \$441.70          |
| Pacer             | Actual Cost | \$355.00          |
| Parking Expense   | Actual Cost | \$9.00            |
| <b>TOTAL</b>      |             | <b>\$2,049.95</b> |

Field Law Ltd. ("Applicant"), counsel to James L. Moore, Future Claims Representative ("FCR"), who was appointed to act as the representative of Future Construction Defect Claimants in the above-captioned Chapter 11 bankruptcy case (the "Chapter 11 Case"), hereby submits this First Interim Fee Application for the Period Ending on June 30, 2012 (the "Application"), pursuant to the Court's Order Appointing Future Claims Representative entered as Docket No. 189, the Order Authorizing Retention and Employment of Field Law Ltd. As Counsel to James L. Moore, Future Claims Representatives, Effective as of April 12, 2012 entered as Docket No. 293 (the "Order Authorizing Engagement of Applicant"), the Order Pursuant to 11 U.S.C. §§ 105(a) and 331, Fed. R. Bankr. P. 2016, Authorizing and Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals entered as Docket No. 194 (the "Interim Compensation Order"), and all applicable sections of title 11 of the United States Code ("Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Procedure"), the Court's local rules of bankruptcy practice and procedure (the

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 Las Vegas, Nevada 89147  
 (702) 378-1907 FAX: (702) 483-6283

“Local Rules”), and the guidelines adopted by the Office of the United States Trustee (the “UST Guidelines”). By this Application, Applicant hereby applies to the Court for entry of an order approving the allowance and payment of total compensation for services rendered and reimbursement of expenses incurred as counsel to FCR during the first interim period beginning on the petition date and ending on June 30, 2012 (the “Interim Application Period”), which fees and expenses total \$74,462.45 (the “Interim Compensation”).

During the Interim Application Period, Applicant charged \$72,412.50 in fees for professional services and incurred \$2,049.95 in actual and necessary expenses. Pursuant to the Interim Compensation Order, Debtor was previously authorized to pay eighty percent (80%) of the fees for services rendered by the Applicant and one hundred percent (100%) of the expenses incurred by the Applicant, as requested by the Applicant in its monthly fee applications filed with the Court as Docket Nos. 316 and 362 (the “Monthly Fee Applications”). To date, Applicant has not received any portion of the fees and expenses requested as part of the Monthly Fee Applications. This Application seeks an order approving, allowing and authorizing Debtor to pay one hundred percent (100%) of the Interim Compensation, including the twenty percent (20%) of the fees for services rendered during the Interim Application Period authorized by the Interim Compensation Order to be withheld by Debtor. This Application is based upon the Monthly Fee Applications, the Declarations of Mitchell Stipp and James L. Moore, filed in support hereof, and all other papers and pleadings filed in this Chapter 11 Case, and upon the following representations:

#### **PRELIMINARY STATEMENT**

1. The Court has jurisdiction over this Application, pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157. Venue is also proper under 28 U.S.C. §§ 1408 and 1409.

2. Applicant was retained by FCR effective as of April 12, 2012 pursuant to the Order Authorizing Engagement of Applicant. The Order Authorizing Engagement of Applicant authorized Applicant to be compensated on an hourly basis and to be reimbursed for actual and

1 necessary costs and expenses in connection with its services provided to FCR in this Chapter 11  
2 Case as a cost of the administration of the estate of Debtor.

### 3 COMPENSATION PAID AND ITS SOURCE

4 3. All services for which Applicant seeks compensation were performed at the  
5 request of FCR for the benefit of the estate of Debtor.

6 4. During the Interim Application Period, Applicant has not received payment from  
7 Debtor.

8 5. There are no payment or promises for payment from any other source for services  
9 rendered or yet to be rendered in any capacity whatsoever in connection with the matters covered  
10 by this Application. Further, there is no agreement or understanding between Applicant and any  
11 other person (other than the employees of Applicant) for the sharing of compensation to be  
12 received for services rendered in this Chapter 11 Case.

### 13 MONTHLY FEE STATEMENTS

14 6. Applicant maintains daily time logs detailing time spent by each attorney and  
15 paraprofessional who rendered professional services to or on behalf of FCR during the Interim  
16 Application Period. These daily time logs are maintained in the ordinary course of Applicant's  
17 practice and were included in the Monthly Fee Applications. The compensation requested by  
18 Applicant is based upon the customary compensation charged by comparably skilled  
19 practitioners in other cases.

20 7. With respect to the reimbursement of actual, reasonable and necessary expenses,  
21 Applicant charges its clients in all areas of practice for costs and expenses, other than fixed and  
22 routine overhead expenses, incurred in connection with representing its clients. The costs and  
23 expenses charged to Applicant's clients include, among other items, telephone and telecopier toll  
24 and other charges, mail and express mail charges, document word-processing charges,  
25 photocopying charges, out-of-town travel expenses, local transportation expenses, expenses for  
26 working meals, computerized research, transcription costs, as well as non-ordinary overhead  
27  
28

1 expenses particularly attributable to an individual client or cases such as secretarial and other  
2 overtime.

3 8. Applicant charged FCR for these costs and expenses at rates consistent with those  
4 charged to Applicant's other bankruptcy clients, which rates are equal to or less than the rates  
5 charged by Applicant to its non-bankruptcy clients, including photocopying expenses at twenty-  
6 five cents per page. Actual long-distance carrier charges for outgoing facsimile transmissions  
7 are reflected in any long-distance telephone charges.

8 9. Applicant regularly charges its non-bankruptcy clients for ordinary business hour  
9 fees and expenses for secretarial, library, word processing, and other staff services because such  
10 items are not included in the firm's overhead for the purpose of setting the billing rates.

11 10. With respect to providers of online legal research (e.g., Lexis and Westlaw),  
12 Applicant charges all of its clients the standard usage rates these providers charge, which, due to  
13 contractual flat fees, may not always equal Applicant's actual cost. Applicant currently is under  
14 contract to pay these providers a flat fee every month. Charging its clients the online providers'  
15 standard usage rates allows Applicant adequately to cover the monthly flat fees it must pay to  
16 these types of providers.

17 11. Applicant believes the foregoing rates are the market rates that the majority of law  
18 firms charge their clients for such expenses.

19 12. This Application complies with applicable sections of the Bankruptcy Code,  
20 Bankruptcy Procedure, Local Rules, UST Guidelines, and the Interim Compensation Order.

21 13. Applicant filed its Monthly Fee Application for the Period April 12, 2012 through  
22 May 30, 2012 [Docket No. 316] on June 19, 2012 (the "April/May Fee Application"). In the  
23 April/May Fee Application, Applicant requested payment of \$32,115.00, which represents eighty  
24 percent (80%) of the \$40,143.75 due in fees for services rendered by the Applicant during the  
25 period covered by this monthly application. In the April/May Fee Application, Applicant  
26 requested payment of \$1,368.50, which represents one hundred percent (100%) of the expenses  
27 incurred by the Applicant during the period covered by this monthly application. After payment  
28

1 of fees and expenses pursuant to the April/May Fee Application and Interim Compensation  
2 Order, \$8,028.75, which represents twenty percent (20%) of the \$40,143.75 charged in fees for  
3 services rendered during the period covered by the April/May Fee Application, remains  
4 outstanding.

5 14. Applicant filed its Monthly Fee Application for the Period June 1, 2012 through  
6 June 30, 2012 [Docket No. 362] on July 16, 2012 (the "June Fee Application"). In the June Fee  
7 Application, Applicant requested payment of \$25,815.00, which represents eighty percent (80%)  
8 of the \$32,268.75 due in fees for services rendered by the Applicant during the period covered by  
9 this monthly application. In the June Fee Application, Applicant requested payment of \$681.45,  
10 which represents one hundred percent (100%) of the expenses incurred by the Applicant during  
11 the period covered by this monthly application. After payment of fees and expenses pursuant to  
12 the June Fee Application and Interim Compensation Order, \$6,453.75, which represents twenty  
13 percent (20%) of the \$32,268.75 charged in fees for services rendered during the period covered  
14 by the June Fee Application, remains outstanding.

15 15. At the time of filing of this Application, Applicant has charged for services  
16 rendered and expenses incurred during the Interim Application Period the total sum of  
17 \$74,462.45. Of this amount, Applicant has not received any payments. Assuming Applicant  
18 receives payment of fees and expenses pursuant to the Monthly Fee Applications prior to the  
19 hearing date on this Application, only \$14,482.50 will remain outstanding. This amount  
20 represents the twenty percent (20%) of fees, which Debtor is entitled to hold back pursuant to the  
21 Interim Compensation Order.

#### 22 SUMMARY OF SERVICES RENDERED

23 16. The only attorneys who rendered professional services to or on behalf of FCR in  
24 this Chapter 11 Case are Mitchell Stipp and Jon Field.

25 17. Applicant has performed all necessary and appropriate professional services  
26 described and narrated in detail in the Invoices included as part of the Monthly Fee Applications.  
27 Applicant has assisted FCR with his investigation and evaluation of the number and extent of  
28

1 potential claims that could be asserted against Debtor by Future Construction Defect Claimants  
 2 and advised FCR with respect to treatment of such claims under Debtor's proposed plan of  
 3 reorganization together with matters related to the preparation of proof(s) of claim on behalf of  
 4 such Future Construction Defect Claimants.

5 18. The services rendered by Applicant during the Interim Application Period are  
 6 summarized below. The summary is not a detailed description of the work performed, as the  
 7 day-to-day services and the time expended in performing such services are fully set forth in the  
 8 Invoices included as part of the Monthly Fee Applications. Rather, in compliance with the UST  
 9 Guidelines, the following summary highlights certain areas in which Applicant performed  
 10 services to and for the benefit of FCR, and identifies some of the issues to which Applicant  
 11 devoted significant time and effort during the Interim Application Period.

12 A. Investigation and Evaluation of Potential Construction Defect Claims

13 Fees: \$25,968.75; Total Hours: 69.25.

14 This category includes review and analysis of issues raised by FCR regarding  
 15 Chapter 40 of the Nevada Revised Statutes, matters related to the product Wirsbo, and time spent  
 16 reviewing and analyzing pending construction defect litigation against Debtor. A substantial  
 17 amount of time in this category was also devoted to advising FCR with respect to his fiduciary  
 18 duties to Future Construction Defect Claimants.

19 B. Analysis of Debtor's Proposed Plan of Reorganization

20 Fees: \$10,556.25; Total Hours: 28.15.

21 Applicant worked closely and diligently with FCR in this Chapter 11 Case  
 22 reviewing, analyzing and explaining to FCR Debtor's proposed plan of reorganization. In  
 23 addition, Applicant participated in meetings and telephone conferences with FCR to discuss  
 24 treatment of future construction defect claims under the proposed plan and conducted legal  
 25 research and drafted memoranda and other documents on plan treatment, proofs of claim and  
 26 construction defect issues.

27 C. Employment and Fee Applications

1 Fees: \$10,275.00; Total Hours: 31.45.

2 This category includes all matters related to preparing FCR's application to retain  
3 and employ Applicant as counsel to FCR on an order shortening time and resolving the limited  
4 objection to the application, preparing for and attending the hearing on FCR's application to  
5 retain and employ Applicant as counsel to FCR, and preparing monthly fee applications for FCR  
6 and Applicant and certificates of no objection to the same.

7 D. Administrative Tasks

8 Fees: \$25,612.50; Total Hours: 68.3.

9 As a result of the accelerated time frame in this Chapter 11 Case, during the  
10 Interim Application Period, it was important for Applicant to keep FCR informed of all motions  
11 and other papers and pleadings filed. Therefore, Applicant devoted a significant amount of time  
12 to the administrative tasks necessary to advise FCR of all filings including, without limitation,  
13 monitoring the case docket daily and reviewing, analyzing and explaining to FCR all filings in  
14 this Chapter 11 Case.

15 19. Applicant believes that its employees have a responsibility to control fees and  
16 expenses by providing services in an efficient and effective manner. To this end, Applicant  
17 diligently works to coordinate and facilitate the efficient prosecution of the matters for which it  
18 is employed. Staffing of matters within this Chapter 11 Case is done with the objective of  
19 providing the level of representation appropriate to the significance, complexity, or difficulty of  
20 the particular matter. Due to the sensitive nature of bankruptcy matters and the number of  
21 attorneys employed by Applicant, it is not always possible to delegate authority to persons with  
22 lower billing rates. However, given the nature of this Chapter 11 Case, Applicant has taken great  
23 care to charge the lowest billing rate possible and to coordinate with other professionals involved  
24 in the case to ensure there has been no duplication of effort on any task. On certain occasions,  
25 when more than one attorney completed the same or similar task, the work was necessary to  
26 adequately represent the interests of FCR and provide the context from which appropriate advice  
27 and counsel could be given.  
28

20. Applicant reviews all client billings for reasonableness and makes adjustments so that the charges are consistent with the value of the services provided. Applicant charges hourly rates that are similar to, if not lower than, those rates charged by comparable law firms for similar legal services. Applicant's blended hourly rate, not including paraprofessionals, during the Interim Application Period was **\$375.00**. Applicant's combined blended hourly rate including attorneys and paraprofessionals during the Interim Application Period was **\$367.30**.

21. Applicant believes that the fees and expenses sought in this Application are appropriate, and that the fees are reasonable and necessary in light of the circumstances of this Chapter 11 Case and the scope and difficulty of the business and legal issues involved.

22. Detailed descriptions of the day-to-day services provided by Applicant and the time expended performing such services are fully set forth in the Invoices included as part of the Monthly Fee Applications. Such detailed descriptions indicate the actual services performed and the attorneys and paraprofessionals who rendered services. The descriptions also demonstrate that Applicant was heavily involved in the performance of services for FCR on a regular basis.

### CONCLUSION

WHEREFORE, Applicant respectfully requests that the Court enter an order approving the allowance and authorizing Debtor's payment to Applicant of the interim compensation in the amount of \$72,412.50 in fees for professional services and \$2,049.95 as reimbursement of actual, reasonable and necessary costs and expenses paid during the Interim Application Period for a total of **\$74,462.45**, and for such other and further relief as the Court may deem just and proper.

DATED July 26, 2012.

**FIELD LAW LTD.**

By: /s/ Mitchell Stipp  
 Mitchell Stipp, Esq.  
 Nevada Bar No. 7531  
 10120 W. Flamingo Road  
 Suite 4-124  
 Las Vegas, Nevada 89147  
*Counsel for Future Claims*  
*Representative, James L. Moore*



E-Filed: May 9, 2012

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 mitchell.stipp@yahoo.com  
*[Proposed] Counsel for Future Claims*  
*Representative, James L. Moore*

UNITED STATES BANKRUPTCY COURT  
 FOR THE DISTRICT OF NEVADA

In Re:

Case No: BK-S-12-12349-MKN  
 Chapter: 11

AMERICAN WEST DEVELOPMENT, INC., a  
 Nevada corporation,  
 fdba Castlebay 1, Inc.  
 fdba Development Management, Inc.  
 fdba Fairmont 1, Inc.  
 fdba Glen Eagles 3, Inc.  
 fdba Heritage 1, Inc.  
 fdba Inverness 5, Inc.  
 fdba Kensington 1, Inc.  
 fdba Kingsbridge 1, Inc.  
 fdba Promontory Estates, LLC  
 fdba Promontory Point 4, Inc.  
 fdba Silverado Springs 1, Inc.  
 fdba Silverado Springs 2, Inc.  
 fdba Tradition, Inc.  
 fdba Windsor 1, Inc.

**DECLARATION OF MITCHELL STIPP IN**  
**SUPPORT OF APPLICATION FOR ORDER**  
**AUTHORIZING FUTURE CLAIMS**  
**REPRESENTATIVE, JAMES L. MOORE TO**  
**RETAIN AND EMPLOY**  
**FIELD LAW LTD. AS COUNSEL, NUNC PRO**  
**TUNC**

Hearing Date:  
 Hearing Time:

Debtor.

I, Mitchell Stipp, an attorney, hereby declares as follows:

1. I am an attorney in the law firm of Field Law Ltd. ("Field Law" or the "Firm"), located at 10120 W. Flamingo Rd., Suite 4-124, Las Vegas, Nevada 89147. I am admitted to practice in, and am a member in good standing of, the bar of the State of Nevada.

2. The facts set forth herein are based upon my personal knowledge or upon client/matter records of Field Law reviewed by me or by an employee of Field Law acting under my supervision and direction.

3. I submit this declaration in support of the Application for Order Authorizing

FIELD LAW LTD.  
 10120 W. FLAMINGO RD., SUITE 4-124  
 Las Vegas, Nevada 89147  
 (702) 378-1907 FAX: (702) 483-6283

1 Representative, James L. Moore to Retain and Employ Field Law Ltd. as Counsel, *Nunc Pro*  
2 *Tunc* (the "Application"), filed concurrently herewith, which Application is made in accordance  
3 with section 1103 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2014  
4 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

5 4. The Representative, James L. Moore of the Future Construction Defect Claimants  
6 (the "Representative") appointed in the above-captioned case, desires to retain and employ Field  
7 Law as its counsel, pursuant to section 1103 of the Bankruptcy Code and Bankruptcy Rule 2014.  
8 Field Law has extensive experience and knowledge in the fields of corporate reorganization,  
9 bankruptcy law, and construction defect law in Nevada.

10 5. I believe that Field Law is particularly well qualified for the type of representation  
11 which is required by the Representative. Field Law is a law firm with an extremely broad-based  
12 practice including substantial expertise in the many areas of the law that may generate issues in  
13 this case. Accordingly, Field Law possesses the requisite expertise and background to handle  
14 matters that are likely to arise in this bankruptcy case.

15 6. Field Law contemplates that it will provide a full range of services required to  
16 represent the Representative in the course of this case, which may include:

- 17 a. Assisting the Representative in the investigation and evaluation of the  
18 number and extent of potential claims that could be asserted against  
19 Debtor by the class of individuals that comprises the Future Construct  
20 Defect Claimants;
- 21 b. Assisting the Representative in the employment of such experts or other  
22 professional persons as may be required in order to best determine such  
23 figures;
- 24 c. Assisting the Representative in the filing of proofs of claim on behalf of  
25 such Future Construction Defect Claimants prior to the claims bar date, to  
26 be determine by this Court;
- 27 d. Assisting the Representative in the negotiation on behalf of Future  
28

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- 1 Construction Defect Claimants in the formulation, finalization and  
2 confirmation of any pending or proposed plan of reorganization;
- 3 e. Assisting the Representative in advocating the legal position of the Future  
4 Construction Defect Claimants in any proceeding before this Court or any  
5 appellate court;
- 6 f. Assisting the Representative in the presentation, as necessary, of evidence  
7 on any issue affecting the Future Construction Defect Claimants; and
- 8 g. Assisting the Representative in filing such pleadings in this Chapter 11  
9 Case as are necessary and appropriate on behalf of the Future Construction  
10 Defect Claimants.

11 7. Subject to the Court's approval, Field Law will charge for its legal services on an  
12 hourly basis, billed in tenth-of-an-hour increments, in accordance with its hourly rates in effect  
13 on the date that such services are rendered. Field Law's billing rates for attorneys for the 2012  
14 calendar year range from approximately \$375 per hour to \$450 per hour. However, it is not  
15 anticipated that any professionals having day-to-day responsibility for this matter will charge  
16 over the rate of \$375 per hour for the 2012 calendar year. Time devoted by paralegals for the  
17 2012 calendar year is charged at billing rates ranging from approximately \$150 to \$175 per hour.  
18 These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

19 8. Field Law will maintain detailed records of any actual and necessary costs  
20 incurred in connection with the aforementioned legal services. Field Law intends to apply to the  
21 Court for compensation and reimbursement of expenses in accordance with applicable provisions  
22 of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of the United States  
23 Bankruptcy Court for the District of Nevada (the "Local Rules"), but, pending such applications,  
24 Field Law requests payment of its fees and expenses in accordance with any interim  
25 compensation procedures order approved by the Court.

26 9. As Of Counsel, I am presently expected to be the primary person responsible at  
27 Field Law for providing services to the Representative at \$375/hour.  
28

FIELD LAW LTD.  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

10. In addition, from time to time, it will be necessary for other Field Law professionals to provide services to the Representative. Field Law will make every reasonable effort to have the Representative's legal work performed by the lowest costing professional with the necessary experience.

11. To the best of my knowledge, neither the Firm nor any of its partners, of counsel, or associates has any connection with the Debtor, any creditors of the estate, any party in interest, their respective attorneys or accountants, the United States Trustee, or any person employed in the office of the United States Trustee, except as set forth herein. In addition, the Firm does not employ any person that is related to a judge of this Court or the United States Trustee for this region.

12. To the best of my knowledge, neither the Firm nor any of its partners, of counsel, or associates represents any interest adverse to that of the Representative or the Debtor or of the estate in the matters on which it is to be retained.

13. To the best of my knowledge, neither the Firm nor any of its partners, of counsel, or associates is a creditor, equity security holder, or an "insider" of the Debtor as that term is defined in section 101(31) of the Bankruptcy Code.

14. To the best of my knowledge neither the Firm nor any of its partners, of counsel, or associates is or was, within two years before the date of the filing of the petition, a director, officer, or employee of the Debtor.

15. To the best of my knowledge, the Firm is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and the Firm does not hold any interest adverse to the estate.

16. If, at any time during the course of this proceeding, the Firm learns of any representation, which may give rise to an additional disclosure, the Firm will promptly file with the Court and the United States Trustee, an amended declaration.

17. There are no arrangements between the Firm and any other entity for the sharing of compensation to be received in connection with this case, except insofar as such compensation

1 may be shared among the partners, of counsel and associates of the Firm.

2 18. Attached as Exhibit A hereto is a brief summary of my qualifications.

3 19. For the reasons set forth above, I believe that Field Law is well qualified to act as  
4 counsel for the Representative.

5 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true  
6 and correct.

7 Dated this 9th day of May, 2012.

8 FIELD LAW LTD.

9  
10 By: /s/ Mitchell Stipp  
11 Mitchell Stipp, Esq.  
12 Nevada Bar No. 7531  
13 10120 W. Flamingo Road  
14 Suite 4-124  
15 Las Vegas, Nevada 89147  
16 [Proposed] Counsel for Future Claims  
17 Representative, James L. Moore  
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FIELD LAW LTD.  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

EXHIBIT A

FIELD LAW LTD.  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

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SUMMARY OF QUALIFICATIONS  
MITCHELL STIPP

---

**CURRENT EMPLOYMENT**

*Of Counsel*

FIELD LAW LTD.  
10120 W. Flamingo Rd.  
Suite 4-124  
Las Vegas, Nevada 89147

**PREVIOUS EXPERIENCE**

**REAL ESTATE CONSULTING**

*Managing Partner.* Advised debtors concerning bankruptcy and workouts of real estate loans and other financing arrangements, restructuring of real estate joint ventures and partnerships, and the acquisition, sale, development, construction and leasing of distressed commercial, residential and mixed-use property. Provided additional consulting services in the areas of management, finance and litigation relating to the business of construction and real estate development. This work included advising general contractors on all aspects of construction defect litigation.

**DEVELOPMENT AND CONSTRUCTION**

*Chief Operating Officer and General Counsel.* Directed the executive team responsible for managing the developer, general contractor, subcontractors (electrical, landscaping, excavation, grading and underground utilities), and special purpose real estate entities in connection with the acquisition, sale, financing, development, construction, leasing and property management of multiple real estate projects.

**LAW FIRM**

*Member of real estate transactional practice group.* Represented several of the largest residential and commercial developers, business operators, and regional and national lenders. This work included handling all legal aspects of commercial and residential projects, such as shopping centers, office buildings, cooperatives, condominiums, single-family subdivisions and master-planned communities.

**EDUCATION**

AMERICAN UNIVERSITY, WASHINGTON COLLEGE OF LAW, WASHINGTON, DC  
*Juris Doctor, Cum Laude,*  
Member, American University Administrative Law Review

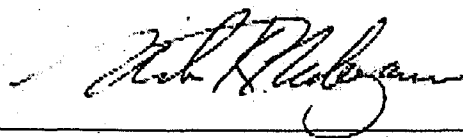
PEPPERDINE UNIVERSITY, MALIBU, CALIFORNIA  
*B.S. Business Administration, Summa Cum Laude*  
*B.A. Economics, Magna Cum Laude*

**PROFESSIONAL AFFILIATIONS**

Member, State Bar of Nevada  
Member, International Council of Shopping Centers  
Member, National Association of Industrial and Office Properties

**DISTINCTIONS**

Southern Nevada Real Estate Monthly, 2007 Emerging Leader Award, Developer of the Year  
In Business Las Vegas, Top 40 under 40 List of Las Vegas Business Leaders



Honorable Mike K. Nakagawa  
United States Bankruptcy Judge



Entered on Docket  
September 06, 2012

FIELD LAW LTD.  
MITCHELL STIPP, ESQ.  
Nevada Bar No. 7531  
10120 W. Flamingo Rd.  
Suite 4-124  
Las Vegas, Nevada 89147  
Telephone: (702) 378-1907  
Facsimile: (702) 483-6283  
mitchell.stipp@yahoo.com  
*Counsel for Future Claims  
Representative, James L. Moore*

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA

In Re:

AMERICAN WEST DEVELOPMENT, INC., a  
Nevada corporation,  
fdba Castlebay 1, Inc.  
fdba Development Management, Inc.  
fdba Fairmont 1, Inc.  
fdba Glen Eagles 3, Inc.  
fdba Heritage 1, Inc.  
fdba Inverness 5, Inc.  
fdba Kensington 1, Inc.  
fdba Kingsbridge 1, Inc.  
fdba Promontory Estates, LLC  
fdba Promontory Point 4, Inc.  
fdba Silverado Springs 1, Inc.  
fdba Silverado Springs 2, Inc.  
fdba Tradition, Inc.  
fdba Windsor 1, Inc.

Debtor.

Case No: BK-S-12-12349-MKN  
Chapter: 11

**ORDER APPROVING FIRST INTERIM FEE  
APPLICATION OF FIELD LAW LTD.**

Hearing Date: August 23, 2012  
Hearing Time: 10:00 a.m.

FIELD LAW LTD.  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283



This Court, having reviewed and considered (i) Field Law Ltd's First Interim Fee Application for the Period Ending on June 30, 2012 filed on July 26, 2012 as Docket No. 487 (the "Application"); (ii) the Declaration of Mitchell Stipp in Support of Field Law Ltd.'s First Interim Fee Application for the Period Ending on June 30, 2012 filed on July 26, 2012 as Docket No. 488; and (iii) the Declaration of James L. Moore in Support of Field Law Ltd.'s First Interim Fee Application for the Period Ending on June 30, 2012 filed on July 26, 2012 as Docket No. 489; and with all other findings set forth in the record at the hearing noted above, which are incorporated herein, pursuant to Fed. R. Bankr. P. 7052; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. § 1334; that venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157; this Court hereby finds that notice of the Application was good and sufficient and good cause exists to approve the Application.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Application is GRANTED in all respects.
2. Field Law Ltd. shall be allowed interim compensation of fees and expenses for the period ending on June 30, 2012 in the amount of \$74,462.45.

Dated this 29th day of August, 2012.

Prepared and Submitted by:

FIELD LAW LTD.

By: /s/ Mitchell Stipp  
Mitchell Stipp, Esq.  
Nevada Bar No. 7531  
10120 W. Flamingo Road  
Suite 4-124  
Las Vegas, Nevada 89147  
*Counsel for Future Claims  
Representative, James L. Moore*

**CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021**

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- ☐ The Court has waived the requirement of approval in LR 9021(b)(1).
- ☒ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###

FIELD LAW LTD.  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

E-Filed: September 6, 2012

1 **FIELD LAW LTD.**  
2 MITCHELL STIPP, ESQ.  
3 Nevada Bar No. 7531  
4 10120 W. Flamingo Rd.  
5 Suite 4-124  
6 Las Vegas, Nevada 89147  
7 Telephone: (702) 378-1907  
8 Facsimile: (702) 483-6283  
9 mitchell.stipp@yahoo.com  
10 Counsel for Future Claims  
11 Representative, James L. Moore

7 **UNITED STATES BANKRUPTCY COURT**  
8 **FOR THE DISTRICT OF NEVADA**

9 In Re:  
10 AMERICAN WEST DEVELOPMENT, INC., a  
11 Nevada corporation,  
12 fdba Castlebay 1, Inc.  
13 fdba Development Management, Inc.  
14 fdba Fairmont 1, Inc.  
15 fdba Glen Eagles 3, Inc.  
16 fdba Heritage 1, Inc.  
17 fdba Inverness 5, Inc.  
18 fdba Kensington 1, Inc.  
19 fdba Kingsbridge 1, Inc.  
20 fdba Promontory Estates, LLC  
21 fdba Promontory Point 4, Inc.  
22 fdba Silverado Springs 1, Inc.  
23 fdba Silverado Springs 2, Inc.  
24 fdba Tradition, Inc.  
25 fdba Windsor 1, Inc.

Debtor.

Case No: BK-S-12-12349-MKN  
Chapter: 11

**NOTICE OF ENTRY OF ORDER**  
**APPROVING FIRST INTERIM FEE**  
**APPLICATION OF FIELD LAW LTD.**

Hearing Date: August 23, 2012  
Hearing Time: 10:00 am

21 PLEASE TAKE NOTICE that on the 6th day of September 2012, the Court entered an  
22 Order Approving First Interim Fee Application of Field Law Ltd., a copy of which is attached.

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**FIELD LAW LTD.**  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

1 DATED September 6, 2012.

2  
3 FIELD LAW LTD.

4  
5 By: /s/ Mitchell Stipp  
6 Mitchell Stipp, Esq.  
7 Nevada Bar No. 7531  
8 10120 W. Flamingo Road  
9 Suite 4-124  
Las Vegas, Nevada 89147  
*Counsel for Future Claims*  
*Representative, James L. Moore*

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FIELD LAW LTD.  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

Honorable Mike K. Nakagawa  
United States Bankruptcy Judge



Entered on Docket  
September 06, 2012

**FIELD LAW LTD.**  
**MITCHELL STIPP, ESQ.**  
Nevada Bar No. 7531  
10120 W. Flamingo Rd.  
Suite 4-124  
Las Vegas, Nevada 89147  
Telephone: (702) 378-1907  
Facsimile: (702) 483-6283  
mitchell.stipp@yahoo.com  
*Counsel for Future Claims*  
*Representative, James L. Moore*

**UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF NEVADA**

In Re:  
  
AMERICAN WEST DEVELOPMENT, INC., a  
Nevada corporation,  
fdba Castlebay 1, Inc.  
fdba Development Management, Inc.  
fdba Fairmont 1, Inc.  
fdba Glen Eagles 3, Inc.  
fdba Heritage 1, Inc.  
fdba Inverness 5, Inc.  
fdba Kensington 1, Inc.  
fdba Kingsbridge 1, Inc.  
fdba Promontory Estates, LLC  
fdba Promontory Point 4, Inc.  
fdba Silverado Springs 1, Inc.  
fdba Silverado Springs 2, Inc.  
fdba Tradition, Inc.  
fdba Windsor 1, Inc.

Debtor.

Case No: BK-S-12-12349-MKN  
Chapter: 11

**ORDER APPROVING FIRST INTERIM FEE**  
**APPLICATION OF FIELD LAW LTD.**

Hearing Date: August 23, 2012  
Hearing Time: 10:00 a.m.

**FIELD LAW LTD.**  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

This Court, having reviewed and considered (i) Field Law Ltd's First Interim Fee Application for the Period Ending on June 30, 2012 filed on July 26, 2012 as Docket No. 487 (the "Application"); (ii) the Declaration of Mitchell Stipp in Support of Field Law Ltd.'s First Interim Fee Application for the Period Ending on June 30, 2012 filed on July 26, 2012 as Docket No. 488; and (iii) the Declaration of James L. Moore in Support of Field Law Ltd.'s First Interim Fee Application for the Period Ending on June 30, 2012 filed on July 26, 2012 as Docket No. 489; and with all other findings set forth in the record at the hearing noted above, which are incorporated herein, pursuant to Fed. R. Bankr. P. 7052; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. § 1334; that venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157; this Court hereby finds that notice of the Application was good and sufficient and good cause exists to approve the Application.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Application is GRANTED in all respects.
2. Field Law Ltd. shall be allowed interim compensation of fees and expenses for the period ending on June 30, 2012 in the amount of \$74,462.45.

Dated this 29th day of August, 2012.

Prepared and Submitted by:

FIELD LAW LTD.

By: /s/ Mitchell Stipp  
 Mitchell Stipp, Esq.  
 Nevada Bar No. 7531  
 10120 W. Flamingo Road  
 Suite 4-124  
 Las Vegas, Nevada 89147  
 Counsel for Future Claims  
 Representative, James L. Moore

FIELD LAW LTD.  
 10120 W. FLAMINGO RD., SUITE 4-124  
 Las Vegas, Nevada 89147  
 (702) 378-1907 FAX: (702) 483-6283

**CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021**

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- ☐ The Court has waived the requirement of approval in LR 9021(b)(1).
- ☒ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###

**FIELD LAW LTD.**  
10120 W. FLAMINGO RD., SUITE 4-124  
Las Vegas, Nevada 89147  
(702) 378-1907 FAX: (702) 483-6283

**EXHIBIT "5"**





*Mary A. Schott*

Mary A. Schott  
Clerk of Court

Entered on Docket  
September 13, 2012

LIONEL SAWYER & COLLINS  
Rodney M. Jean, NBN 1395  
*rjean@lionelsawyer.com*  
Ryan A. Andersen, NBN 12321  
*randersen@lionelsawyer.com*  
300 S. 4th St., Ste. 1700  
Las Vegas, Nevada 89101  
Telephone: 702 383-8888  
Facsimile: 702 383-8845

*Attorneys for CML-NV ONE, LLC*

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

|                       |   |                                                |
|-----------------------|---|------------------------------------------------|
| In re:                | ) | Case No.: 12-14724-LBR                         |
|                       | ) | Chapter 7                                      |
| WILLIAM WALTER PLISE, | ) |                                                |
|                       | ) | <b>Order Granting Ex Parte Motion for Rule</b> |
| Debtor.               | ) | <b>2004 Examination of Amy Stipp</b>           |
|                       | ) |                                                |
|                       | ) |                                                |
|                       | ) |                                                |

The Court, having read and considered the application of CML-NV ONE, LLC, with good cause appearing, **HEREBY ORDERS** as follows:

**IT IS ORDERED** that Amy Stipp shall submit to oral examination before a notary public or some other person authorized to administer oaths on October 15, 2012, beginning at 1:00 p.m., at the law offices of Lionel Sawyer & Collins, 300 South Fourth Street, Suite 1700, Las Vegas, Nevada, regarding: Matters that relate to the acts, conduct, or property of bankruptcy

debtor William Walter Plise (the "*Debtor*"); Matters that relate to the liabilities and financial condition of the Debtor; or Any matter that may affect the administration of the above captioned bankruptcy estate or the Debtor's right to a discharge.

**IT IS FURTHER ORDERED** that oral examination may be continued from day to day until concluded.

Respectfully submitted by:  
LIONEL SAWYER & COLLINS

By: /s/ Ryan A. Andersen  
Rodney M. Jean, NBN 1395  
Ryan A. Andersen, NBN 12321  
300 S. 4th St., Ste. 1700  
Las Vegas NV, 89101  
Telephone: 702-383-8888

*Attorneys for CML-NV ONE, LLC*

# # #



*Mary A. Schott*

Mary A. Schott  
Clerk of Court

Entered on Docket

September 13, 2012

LIONEL SAWYER & COLLINS  
Rodney M. Jean, NBN 1395  
*rjean@lionelsawyer.com*  
Ryan A. Andersen, NBN 12321  
*randersen@lionelsawyer.com*  
300 S. 4th St., Ste. 1700  
Las Vegas, Nevada 89101  
Telephone: 702 383-8888  
Facsimile: 702 383-8845

*Attorneys for CML-NV ONE, LLC*

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

|                       |   |                                                |
|-----------------------|---|------------------------------------------------|
| In re:                | ) | Case No.: 12-14724-LBR                         |
|                       | ) | Chapter 7                                      |
| WILLIAM WALTER PLISE, | ) |                                                |
|                       | ) | <b>Order Granting Ex Parte Motion for Rule</b> |
| Debtor.               | ) | <b>2004 Examination of Christina C. Stipp</b>  |
|                       | ) |                                                |
|                       | ) |                                                |
|                       | ) |                                                |

The Court, having read and considered the application of CML-NV ONE, LLC, with good cause appearing, **HEREBY ORDERS** as follows:

**IT IS ORDERED** that Christina C. Stipp shall submit to oral examination before a notary public or some other person authorized to administer oaths on October 15, 2012, beginning at 8:00 a.m., at the law offices of Lionel Sawyer & Collins, 300 South Fourth Street, Suite 1700, Las Vegas, Nevada, regarding: Matters that relate to the acts, conduct, or property of

1 bankruptcy debtor William Walter Plise (the "*Debtor*"); Matters that relate to the liabilities and  
2 financial condition of the Debtor; or Any matter that may affect the administration of the above  
3 captioned bankruptcy estate or the Debtor's right to a discharge.

4 **IT IS FURTHER ORDERED** that oral examination may be continued from day to day  
5 until concluded.  
6

7 Respectfully submitted by:  
8 LIONEL SAWYER & COLLINS

9 By: /s/ Ryan A. Andersen  
10 Rodney M. Jean, NBN 1395  
11 Ryan A. Andersen, NBN 12321  
12 300 S. 4th St., Ste. 1700  
13 Las Vegas NV, 89101  
14 Telephone: 702-383-8888

15 *Attorneys for CML-NV ONE, LLC*

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*Mary A. Schott*

Mary A. Schott  
Clerk of Court

Entered on Docket  
~~September 13, 2012~~

LIONEL SAWYER & COLLINS  
Rodney M. Jean, NBN 1395  
*rjean@lionelsawyer.com*  
Ryan A. Andersen, NBN 12321  
*randeresen@lionelsawyer.com*  
300 S. 4th St., Ste. 1700  
Las Vegas, Nevada 89101  
Telephone: 702 383-8888  
Facsimile: 702 383-8845

*Attorneys for CML-NV ONE, LLC*

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

|                       |   |                                         |
|-----------------------|---|-----------------------------------------|
| In re:                | ) | Case No.: 12-14724-LBR                  |
|                       | ) | Chapter 7                               |
| WILLIAM WALTER PLISE, | ) |                                         |
|                       | ) | Order Granting Ex Parte Motion for Rule |
| Debtor.               | ) | 2004 Examination of Jon E. Field        |
|                       | ) |                                         |
|                       | ) |                                         |
|                       | ) |                                         |

The Court, having read and considered the application of CML-NV ONE, LLC, with good cause appearing, **HEREBY ORDERS** as follows:

**IT IS ORDERED** that Jon E. Field shall submit to oral examination before a notary public or some other person authorized to administer oaths on October 31, 2012, beginning at 9:00 a.m., at the law offices of Lionel Sawyer & Collins, 300 South Fourth Street, Suite 1700, Las Vegas, Nevada, regarding: Matters that relate to the acts, conduct, or property of bankruptcy

1 debtor William Walter Plise (the "**Debtor**"); Matters that relate to the liabilities and financial  
2 condition of the Debtor; or Any matter that may affect the administration of the above captioned  
3 bankruptcy estate or the Debtor's right to a discharge.

4 **IT IS FURTHER ORDERED** that oral examination may be continued from day to day  
5 until concluded.

6  
7 Respectfully submitted by:  
LIONEL SAWYER & COLLINS

8 By: /s/ Ryan A. Andersen  
9 Rodney M. Jean, NBN 1395  
Ryan A. Andersen, NBN 12321  
10 300 S. 4th St., Ste. 1700  
11 Las Vegas NV, 89101  
Telephone: 702-383-8888

12 *Attorneys for CML-NV ONE, LLC*

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*Mary A. Schott*

Mary A. Schott  
Clerk of Court

Entered on Docket  
September 13, 2012

LIONEL SAWYER & COLLINS  
Rodney M. Jean, NBN 1395  
*rjean@lionelsawyer.com*  
Ryan A. Andersen, NBN 12321  
*randersen@lionelsawyer.com*  
300 S. 4th St., Ste. 1700  
Las Vegas, Nevada 89101  
Telephone: 702 383-8888  
Facsimile: 702 383-8845  
  
*Attorneys for CML-NV ONE, LLC*

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

|                       |   |                                         |
|-----------------------|---|-----------------------------------------|
| In re:                | ) | Case No.: 12-14724-LBR                  |
|                       | ) | Chapter 7                               |
| WILLIAM WALTER PLISE, | ) |                                         |
|                       | ) | Order Granting Ex Parte Motion for Rule |
| Debtor.               | ) | 2004 Examination of Mitchell D. Stipp   |
|                       | ) |                                         |
|                       | ) |                                         |
|                       | ) |                                         |

The Court, having read and considered the application of CML-NV ONE, LLC, with good cause appearing, **HEREBY ORDERS** as follows:

**IT IS ORDERED** that Mitchell D. Stipp shall submit to oral examination before a notary public or some other person authorized to administer oaths on October 16, 2012, beginning at 9:00 a.m., at the law offices of Lionel Sawyer & Collins, 300 South Fourth Street, Suite 1700, Las Vegas, Nevada, regarding: Matters that relate to the acts, conduct, or property of bankruptcy

debtor William Walter Plise (the "*Debtor*"); Matters that relate to the liabilities and financial condition of the Debtor; or Any matter that may affect the administration of the above captioned bankruptcy estate or the Debtor's right to a discharge.

**IT IS FURTHER ORDERED** that oral examination may be continued from day to day until concluded.

Respectfully submitted by:  
LIONEL SAWYER & COLLINS

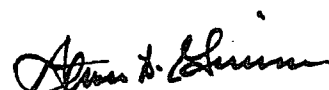
By: /s/ Ryan A. Andersen  
Rodney M. Jean, NBN 1395  
Ryan A. Andersen, NBN 12321  
300 S. 4th St., Ste. 1700  
Las Vegas NV, 89101  
Telephone: 702-383-8888

*Attorneys for CML-NV ONE, LLC*

# # #



**ATTACHMENT (e) TO 26**

  
CLERK OF THE COURT

1 **SUPPL**  
2 PATRICIA L. VACCARINO, ESQ.  
3 Nevada Bar No. 005157  
4 VACCARINO LAW OFFICE  
5 8861 W. Sahara Ave., Suite 210  
6 Las Vegas, Nevada 89117  
7 (702) 258-8007  
8 Attorney for Plaintiff

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

9 CHRISTINA CALDERON STIPP,  
10 Plaintiff,  
11 vs.  
12 MITCHELL DAVID STIPP,  
13 Defendant.  
14

CASE NO.: D-08-389203-Z  
DEPT. NO.: M

Date of Hearing: September 25, 2012  
Time of Hearing 1:30 p.m.

15  
16 **SUPPLEMENT TO PLAINTIFF'S MOTION AND REPLY**

17 COMES NOW, Plaintiff, CHRISTINA CALDERON STIPP, ("CHRISTINA"), by and through  
18 her attorney of record, PATRICIA L. VACCARINO, ESQ. of the VACCARINO LAW OFFICE, and  
19 hereby submits her Supplemental papers which contains Exhibits in support of her Motion and  
20 Reply and Opposition to Defendant's, MITCHELL DAVID STIPP ("MITCH") Opposition and  
21 Countermotion. Exhibits "3" and "4" were filed on September 20, 2012 in the Bankruptcy action  
22 in which CHRISTINA believes MITCH is considered a person of interest concerning fraudulent  
23 asset transfers over which he was involved and was the attorney of record.

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1 CHRISTINA's Supplement is made and based upon the following Points and Authorities,  
2 the attached Exhibits, all pleadings and papers on file in this action, all financial disclosures to  
3 still be produce by MITCH and any oral argument to be submitted by the undersigned counsel at  
4 the hearing(s) upon CHRISTINA's Motion.

5 DATED this 25th day of September, 2012.

6 VACCARINO LAW OFFICE

7 

8 PATRICIA L. VACCARINO, ESQ.  
9 Nevada Bar No. 005157  
10 8861 W. Sahara Ave., Suite 210  
11 Las Vegas, Nevada 89117  
12 Attorney for Plaintiff,  
13 CHRISTINA CALDERON STIPP  
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## POINTS AND AUTHORITIES

### I.

#### MITCH's REPLY MUST BE STRICKEN PURSUANT TO EDCR 2.20

EDCR 2.20 states as follows:

Motions; contents; responses and replies; calendaring a fully briefed matter.

(a) Unless otherwise ordered by the court, papers submitted in support of pretrial and post-trial briefs shall be limited to 30 pages, excluding exhibits. Where the court enters an order permitting a longer brief or points and authorities, the papers shall include a table of contents and table of authorities.

(b) All motions must contain a notice of motion setting the same for hearing on a day when the district judge to whom the case is assigned is hearing civil motions in the ordinary course. The notice of motion must include the time, department, and location where the hearing will occur.

(c) A party filing a motion must also serve and file with it a memorandum of points and authorities in support of each ground thereof. The absence of such memorandum may be construed as an admission that the motion is not meritorious, as cause for its denial or as a waiver of all grounds not so supported.

(d) Within 5 days after service of the motion, a nonmoving party may file written joinder thereto, together with a memorandum of points and authorities and any supporting affidavits. If the motion becomes moot or is withdrawn by the movant, the joinder becomes its own stand-alone motion and the court shall consider its points and authorities in conjunction with those in the motion.

(e) Within 10 days after the service of the motion, and 5 days after service of any joinder to the motion, the opposing party must serve and file written notice of nonopposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied. Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same.

(f) An opposition to a motion which contains a motion related to the same subject matter will be considered as a counter-motion. A counter-motion will be heard and decided at the same time set for the hearing of the original motion and no separate notice of motion is required.

(g) Whenever a motion is contested, a courtesy copy shall be

1 delivered by the movant to the appropriate department at least  
2 5 judicial days prior to the date of the hearing, along with all  
related briefing, affidavits, and exhibits.

3 **(h)A moving party may file a reply memorandum of points  
4 and authorities not later than 5 days before the matter is  
5 set for hearing. A reply memorandum must not be filed  
within 5 days of the hearing or in open court unless court  
approval is first obtained.**

6 (i)A memorandum of points and authorities which consists of  
7 bare citations to statutes, rules, or case authority does not  
8 comply with this rule and the court may decline to consider it.  
Supplemental briefs will only be permitted if filed within the  
original time limitations of paragraphs (a), (b), or (d), or by  
order of the court.

9 (j)If all the civil trial judges in this district are disqualified from  
10 hearing a case, a notice of motion must state: "Please take  
11 notice that the undersigned will bring the above motion on for  
12 hearing before a visiting or senior judge at such time as shall  
be prescribed by the court administrator."

13 (k)If a petition, writ, application or motion has been fully briefed  
14 but is not calendared for argument and/or decision, the party  
15 seeking relief shall deliver to the chambers of the assigned  
department a Notice of Readiness and Request for Setting  
together with an Order Setting.

16 This Court must strike MITCH's Reply which was untimely filed on September 21, 2012,  
17 just two, judicial days prior to the hearing in this matter. MITCH failed to receive approval from  
18 this Court to file his delinquent Reply. The "Reply" is truly a further Opposition, masked as an  
19 extremely late filing. Pursuant to NRCP 2.20, MITCH's Reply has been untimely filed. MITCH's  
20 "Reply" must be stricken from the record, and CHRISTINA's relevant Supplement must be  
21 carefully considered in ruling upon her Motion.

22 If the Court is somehow not inclined to strike MITCH's Reply, certainly the Court should  
23 allow CHRISTINA to Supplement her papers with the attached, relevant information. The  
24 attached Exhibits reveal the claims and accusations contained in MITCH's Opposition and  
25 Countermotion and fugitive Reply lack merit.

26 MITCH IS ASKING THE COURT TO IGNORE NEVADA LAW and IGNORE his true  
27 income and financial condition. The attached Exhibits support CHRISTINA's and her counsel's  
28 proper and diligent NRCP 11 investigation prior to and continuing after the filing of CHRISTINA's

1 Motion and Reply. MITCH and his co-counsel are feigning ignorance regarding his serious  
2 involvement in Mr. Plise's fraudulent transfer of assets. In fact, after CHRISTINA timely filed her  
3 Reply, more Bankruptcy documents were filed in the relevant Bankruptcy action referenced in  
4 CHRISTINA's and MITCH's papers. The attached Exhibits further reveal MITCH's deceit and  
5 dishonesty, especially concerning his current income and financial conditions post-divorce.

6 Also, MITCH concedes in his filed papers that he has historically received additional  
7 income via car allowance, expenses and loans. The only way to discover such additional income  
8 would be through discovery of relevant corporate and banking records.

9 II.

10 **THE ATTACHED OFFERS OF PROOF FURTHER SUPPORT GRANTING CHRISTINA'S**  
11 **MOTION AND DENYING MITCH'S COUNTERMOTION**

12 **EXHIBIT 1** - Copy of Las Vegas Review Journal newspaper article published August 30, 2012  
13 by Tim O'Reilly concerning MITCH's previous employer, William Plise's, ("Plise"),  
14 suspect conduct in his bankruptcy action of "shifting" assets out of his name. The  
15 Bankruptcy Court and CHRISTINA believe some of Mr. Plise's assets were  
16 fraudulently "shifted" to and by MITCH. Such asset acquisition and MITCH's true  
17 financial condition **IS RELEVANT TO CHRISTINA'S MOTION TO NEVADA LAW.**

18 **EXHIBIT 2** - Excerpts from the United States Bankruptcy Court, District of Nevada, Case No. 12-  
19 14724-BR, Chapter 7, In re: William Walter Plise, Why William Plise Should not be  
20 Held in Contempt of Court filed by an unsecured creditor, CML-NV One, LLC.  
21 The papers allege "known fraudulent transfers by, between or facilitated by Plise...,  
22 Mitchell D. Stipp..." This filing reveals CHRISTINA's claims concerning MITCH's  
23 accumulation of wealth and financial condition post-divorce have true merit.

24 **EXHIBIT 3** - Excerpts from Shelly D. Krohn, Bankruptcy Trustee's Motion for Preliminary  
25 Injunction Freezing Certain Assets filed in United States Bankruptcy Court, District  
26 of Nevada, Case No. 12-14724-BR, Chapter 7, In re: William Walter Plise on  
27 September 20, 2012.

28 **EXHIBIT 4** - Excerpts from Shelly D. Krohn, Bankruptcy Trustee's Declaration of Shelly D. Krohn

1 and Exhibits in Support of Motion for Preliminary Injunction Freezing Certain Assets  
2 filed in United States Bankruptcy Court, District of Nevada, Case No. 12-14724-BR,  
3 Chapter 7, In re: William Walter Plise on September 20, 2012.

4 Attached Exhibits "3" and "4" reveal that MITCH was, indeed, not only involved in Plise's  
5 issues by receiving assets, but was the attorney who prepared numerous documents for his boss,  
6 Plise. Such documents were prepared by MITCH in order to accomplish fraudulent transfers prior  
7 to Plise filing for Bankruptcy. The deposition transcripts of Plise's former wife, Tennille, reveal that  
8 someone, upon information and belief, MITCH and/or his co-counsel, prepared "sham" (as the  
9 Bankruptcy documents term) divorce documents to transfer all of his assets to avoid paying  
10 Plise's creditors. See Exhibit "4".

11 In addition, the escrow officer for Gracy Title, Holloway-Stein, notes that MITCH was the  
12 attorney who prepared the documents to transfer Plise's multi-million dollar property from his "ex-  
13 wife" to an LLC. In fact, MITCH was noted as a "second lender" on the escrow documents at  
14 Gracy Title. See Exhibit "4". MITCH curiously represented the "buyer" and "seller" earlier this  
15 year as a "consultant." MITCH, through MJSM, his consulting company, received a \$70,000.00  
16 payment in or about March 2012 for the allegedly fraudulent transaction. MITCH never disclosed  
17 on his Financial Disclosure Form this large receipt of money which he had mailed to his parent's  
18 home.

19 The attached Exhibits reveal that MITCH has, AGAIN, BLATANTLY LIED TO THIS  
20 COURT. The Bankruptcy Court has indeed expressed concern with MITCH's acquisition of  
21 certain assets and his involvement in specific, fraudulent transactions. A Federal Bankruptcy  
22 Trustee is, indeed, investigating MITCH for his participation in fraudulent transactions, which  
23 apparently also provided him with income and assets relevant to these proceedings. If MITCH's  
24 acquisition of such wealth was not fraudulent, he should have zero apprehension with  
25 CHRISTINA's request for discovery.

26 MITCH is being deposed in his former employer's, William Plise's, Chapter 7, Bankruptcy  
27 matter. CHRISTINA's counsel attached all of the Notices of 2004 examinations in the Bankruptcy  
28 case to her Reply as Exhibit "5", including the notice for CHRISTINA to testify, contrary to

1 MITCH's false claim on that subject as well. The truth concerning MITCH's acquisition of wealth,  
2 post-divorce is quite evident from public records, and must carefully be considered by this Court.  
3 This Court can easily see that CHRISTINA is not seeking "omitted assets", as MITCH falsely  
4 claims in his papers. CHRISTINA's recently filed Motion to review MITCH's child support  
5 obligation is the first such Motion post-divorce. CHRISTINA's Motion is legally and factually  
6 warranted.

7 CHRISTINA and her counsel diligently conducted their NRCP 11 investigation prior to and  
8 since filing CHRISTINA's Motion and Reply. There is zero conduct on CHRISTINA's or her  
9 counsel's part in this action that would warrant granting MITCH's frivolous request for attorney's  
10 fees and sanctions. Also, MITCH's Financial Disclosure Form claims he has paid zero attorney's  
11 fees post-divorce. Also, MITCH's claim that CHRISTINA and her counsel are somehow  
12 "attacking" Judge Sullivan and this Court by filing an appeal and her instant Motion IS  
13 ENTIRELY RIDICULOUS. Indeed, CHRISTINA has a legal right to appeal and file her current  
14 Motion, and cannot be faulted by this Court therefore.

15 CHRISTINA has no real issue with the issuance of a Protective Order over MITCH's tax  
16 returns, bank and other records which need to be disclosed to properly and fully assess  
17 CHRISTINA's request for a review of MITCH's child support obligation. However, the Bankruptcy  
18 Court could receive an Order listing such Order in the future. MITCH clearly has something to  
19 hide from the Bankruptcy Trustee, but the Bankruptcy Court is doing a fine job in conducting their  
20 own, independent investigation. If MITCH is willing to provide his 2011 tax returns, this Court  
21 must question why MITCH will not offer to provide his 2009 and 2010 tax returns and other  
22 relevant documents which evidence or rebut his ludicrous, "zero income" claim. MITCH's false  
23 claims stated in his papers and Financial Disclosure Form certainly warrant discovery on such  
24 issues.

25 In or about March 2012, MITCH received funds in the amount of \$70,000.00 from Gracy  
26 Title Company when Mr. Plise's "ex-wife" transfer the title of the residence she received per a  
27 sham divorce, from her name into an LLC. See Exhibit "4", Exhibits attached to Declaration of  
28 Shelly D. Krohn in Support of Motion for Preliminary Injunction Freezing Certain Assets, pages



1 33 through 37. MITCH received a large "consulting" check which was curiously mailed to his  
2 parent's address, another residence MITCH purchased post-divorce. If MITCH received such  
3 a large amount of funds from this one transaction, it is likely he received like funds from other  
4 such transactions during his proclaimed "retirement". MITCH did not disclose to this Court the  
5 \$70,000.00 in funds on his Financial Disclosure Form, although the funds were received only  
6 approximately five months ago.

7 The Bankruptcy Trustee and Plise's creditors are doing a successful job in discovering  
8 MITCH's involvement in Mr. Plise's fraudulent transactions, MITCH's "smoke-screen" and  
9 baseless argument that MITCH's problems with fraud and the Bankruptcy are CHRISTINA's fault  
10 MUST BE DISMISSED BY THIS COURT.

11 MITCH's filed papers are replete with old and irrelevant facts and arguments. The  
12 continuing, wrongful attacks upon CHRISTINA and her counsel must be STOPPED by this Court.  
13 MITCH is merely attempting to distract this Court from purely simple, legal issues such as  
14 clear violations of Court Orders by MITCH and a proper review of child support, to include a full  
15 understanding of MITCH's true income and "financial" condition as mandated by Nevada statutes  
16 and case law. MITCH is attempting to confuse this Court by ignoring the current law which does  
17 require a full analysis of NRS 125B.080(9)(l). Also, MITCH asks this Court to schedule an Order  
18 to Show Cause hearing. CHRISTINA's counsel will present the Order to Show Cause to the Court  
19 at the hearing on this matter.

20 CHRISTINA only seeks to enforce valid Orders and protect the young children in this  
21 matter and ensure their current, proper and future financial support. CHRISTINA denies she  
22 seeks to ruin MITCH, as he falsely claims. CHRISTINA seeks to ensure the parties' children are  
23 properly supported as required by Nevada law.

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III.

**CONCLUSION**

Based upon the foregoing, CHRISTINA respectfully requests that the Court grant her Motion in its entirety. MITCH has admitted he is IN CONTEMPT. MITCH claims his conduct is "adequate." The Court cannot find MITCH's conduct "adequate" because he admitted he has failed to comply with Court Orders which conduct must be deemed "inadequate." CHRISTINA also requests financial discovery and an award of all of her attorney's fees and costs incurred.

Dated this 25<sup>th</sup> day of September, 2012.

VACCARINO LAW OFFICE



PATRICIA L. VACCARINO, ESQ.  
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8861 W. Sahara Ave., Suite 210  
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Attorney for Plaintiff,  
CHRISTINA CALDERON-STIPP

**EXHIBIT "1"**

- 
- By Tim O'Reiley  
LAS VEGAS REVIEW-JOURNAL

- Posted: Aug. 30, 2012 | 2:07 a.m.

- Once-prominent developer William Plise faces rapidly escalating fines for ignoring U.S. Bankruptcy Court orders to answer questions from a creditor who suspects that he engineered an elaborate shell game with his assets.

- After finding Plise in contempt on Wednesday, U.S. Bankruptcy Court Judge Linda Riegle imposed a fine schedule on him that starts at \$75 a day for the first 10 days he continues to dodge creditor CML-NV One LLC. The fine doubles for the following 10 days, triples for the 10 days after that and continues to escalate at that same pace until he complies.

- Attorneys for CML-NV, a unit of home-building giant Lennar Corp. that buys up distressed debt, tried for two months to get Plise to face them in person and to produce documents about his financial affairs. Different dates were discussed or set, but he never appeared.

- Plise filed his Chapter 7 case in April to wipe out debts totaling \$506.5 million, almost all resulting from personal guarantees on projects loans before the real estate collapse. Almost half of the debt was tied to City Crossing, a \$2 billion mixed-used project that Plise planned for Henderson but didn't build.

- CML-NV paid \$880,000 for a City Crossing loan originally made by the failed Silver State Bank, and last year won a U.S. District Court default judgment for \$18.9 million.

- CML-NV attorney Rodney Jean sketched a pattern of Plise shifting assets out of his name while retaining debts that can be erased through bankruptcy. For example, he described Plise's 2008 divorce from Tenille Plise as a "sham" that transferred cash and personal property to her, making them beyond creditors' reach.

- "The only reason Tenille, Plise's ex-wife, would assist with this scheme is because her divorce from Plise was not bona fide and, at the very least, the transfer of property through the divorce was a fraudulent transfer," Jean wrote in court papers.

- Jon Field, a former Plise associate general counsel who filed the bankruptcy and later withdrew, said in a July 11 email that Plise was avoiding appearing before CML-NV because it would be a burden to produce what could be thousands of pages of documents. Without the documents, Field wrote, "there is no point to an oral exam."

- "Mr. Plise appreciates the bankruptcy process," Field continued. "He is aware of his obligations. He is not refusing to cooperate. If you take this matter to court, I'm sure the judge will see that your client is being unreasonable."

- However, no one appeared for Plise at the hearing.
- Plise associate Michael Halverson was also hit with the same fines for not facing CML-NV about his role in the asset maneuvers.
- Financial statements Plise filed with the court show \$4,700 in assets and \$30,555 in income the past two years, from gambling. He did not report any current housing expenses but spends \$1,200 a month on a recreational vehicle where he keeps his belongings.
- Contact reporter Tim O'Reiley at [toreiley@reviewjournal.com](mailto:toreiley@reviewjournal.com) or 702-387-5290.

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## Las Vegas Tycoon Lists \$500 Million in Debts in Bankruptcy Filing

May 15, 2012

By: [John Clark](#)

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Assets \(September 21, 2012\)](#)

[San Bernardino Faces Dramatic  
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Las Vegas developer Bill Plise is [filing for bankruptcy](#) in Nevada in order to shed debts worth more than \$500 million, according to a report from the Las Vegas Sun.

Sources say that Plise admitted to the bankruptcy court that he holds more than \$506.5 million in debt, and reportedly owns only \$4,738 worth of assets.

Plise had filed for [Chapter 7 bankruptcy](#) a few weeks ago, but he made his first detailed financial disclosures to the bankruptcy court earlier this week.

According to his filing, Plise is also involved in 12 different lawsuits, most of which are related to overdue loan payments. Interestingly, despite the fact that he is unemployed, his living expenses are reportedly currently being paid by a credit facility in Las Vegas.

A horde of creditors descended on Plise after he served as the guarantor for loans given to several unsuccessful real estate developments in the Las Vegas area.

A few years ago, Plise attempted to develop a project in Henderson, Nevada worth roughly \$2 billion, but the recession struck during the beginning stages of the development, and it never fully recovered.

A significant portion of Plise's debt relates to this failed venture. Plise, however, was not always unsuccessful in business. Sources say he developed major Las Vegas projects like the Centennial Corporate Center and the Rainbow Sunset Pavilion, but his luck, like the luck of so many other people, ran short during the recession.

The economic malaise that struck in 2008 had a particularly devastating effect on business in Las Vegas, which depends on a thriving tourism industry to keep its boom-or-bust economy afloat.

And despite his past success as a developer, Plise was not immune from larger economic forces. Still, sources suggest that Plise's personal finances may have played a role in his debt woes, and his creditors will likely push the bankruptcy court to perform a thorough investigation.

Major creditors in the bankruptcy filing include three Nevada banks that failed during the recession, including Silver State Bank, First National Bank of Nevada, and Community Bank of Nevada.

Other important creditors include a wide range of financial institutions, including Bank of America, Wells Fargo Bank, U.S. Bank, and Aspen Financial Services.

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**EXHIBIT "2"**



Electronically filed August 15, 2012

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*Attorneys for CML-NV ONE, LLC*

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

|                       |   |                                   |
|-----------------------|---|-----------------------------------|
| In re:                | ) | Case No.: 12-14724-LBR            |
|                       | ) | Chapter 7                         |
| WILLIAM WALTER PLISE, | ) |                                   |
|                       | ) | MOTION TO COMPEL PRODUCTION       |
| Debtor.               | ) | OF DOCUMENTS AND FOR ENTRY        |
|                       | ) | OF AN ORDER TO SHOW CAUSE         |
|                       | ) | WHY WILLIAM PLISE SHOULD NOT      |
|                       | ) | BE HELD IN CONTEMPT OF COURT      |
|                       | ) |                                   |
|                       | ) | Hearing Date: OSC Request Pending |
|                       | ) | Hearing Time: OSC Request Pending |

Pursuant to 11 U.S.C. § 105(a), Bankruptcy Rules 2004 and 9016, and Local Bankruptcy Rule 9016, CML-NV ONE, LLC ("*CML*") hereby files this *Motion to Compel Production of Documents and for Entry of an Order to Show Cause Why William W. Plise Should Not Be Held in Contempt of Court* (the "*Motion*"), seeking an order compelling William W. Plise ("*Plise*") to produce documents responsive to the subpoena duces tecum (the "*Subpoena*") served on him by CML and, additionally, seeking an order requiring Plise to appear and show cause why he should not be held in contempt of court pursuant to Rule 9016 for failing to appear or otherwise respond to the Subpoena and the *Order Granting Ex Parte Motion for Rule 2004 Examination of William Walter Plise*, (the "*Rule 2004 Order*"), ECF No. 43.

1 This Motion is supported by the accompanying Memorandum of Points and Authorities,  
 2 the *Omnibus Declaration of Ryan A. Andersen in Support of Motions Filed by CML-NV ONE,*  
 3 *LLC* (the "*Declaration*"), filed concurrently herewith, all of the pleadings and papers on file in  
 4 this case, judicial notice of which is requested pursuant to Fed. R. Evid. 201, as well as any  
 5 arguments of counsel offered in support of the motion at the hearing on this matter.  
 6

## 7 MEMORANDUM OF POINTS AND AUTHORITIES

### 8 I. Introduction

9 Plise filed for bankruptcy on April 23, 2012 and has scheduled claims of over  
 10 \$500,000,000.00 against assets of only \$4,738.00. Despite this astounding disparity between  
 11 Plise's debts and assets, and in the face of known fraudulent transfers by, between, or facilitated  
 12 by Plise, his ex-wife, Tennille Plise ("*Tennille*"), Michael D. Halverson ("*Halverson*"), Mitchell  
 13 D. Stipp ("*Stipp*"), and Jon E. Field ("*Field*"), Plise has refused, without justification, to produce  
 14 documents or be submit to examination as required by Rule 2004 and the Rule 2004 Order. As  
 15 such, Plise should be compelled to produce the requested documents, to submit to examination,  
 16 and further required to appear before the Court and explain why his actions do not constitute  
 17 contempt of court.

### 18 II. Background

#### 19 *A. Plise's Refusal to Appear for the Rule 2004 Examination*

20 Prior to filing its *Ex Parte Motion for Rule 2004 Examination of William Walter Plise*,  
 21 ECF No. 37, CML, through counsel, contacted Plises's then-counsel, Field, by telephone and  
 22 electronic mail on June 20, 2012, in an effort to coordinate a mutually convenient date, time, and  
 23 location to conduct its planned Rule 2004 Examination of Plise (the "*Exam*"). See Exhibit A to  
 24 the Andersen Declaration. When Field failed to respond, CML filed its request for a Rule 2004  
 25 Examination on June 21, 2012, and the Court entered the Rule 2004 Order on June 25, 2012.  
 26 CML served Plise with the Rule 2004 Order, the Subpoena, and a Request to Produce

1 Documents Pursuant to Subpoena ("*Request for Documents*") on June 27, 2012. *See* Exhibit B  
2 to the Andersen Declaration. Pursuant to both the Subpoena and the Rule 2004 Order, Plise was  
3 required to produce documents responsive to the Request for Documents on or before July 9,  
4 2012 at 5 p.m., and to appear for examination on July 11, 2012 at 8:30 a.m. *See id.*

5 Shortly after the Rule 2004 Order was entered, on June 26, 2012, Field filed a *Motion to*  
6 *Withdraw as Counsel for William W. Plise*, ECF No. 47, stating Plise no longer wished for Field  
7 to represent him for purposes of this bankruptcy case. Because of this allegedly unforeseen  
8 development, Field contacted CML's counsel on June 27, 2012 to discuss continuing the Exam.  
9 On July 3, 2012, after further discussions between counsel, as a professional courtesy to Field  
10 and to allow Plise time to seek replacement counsel, CML's counsel proposed dates in early  
11 August to conduct the Exam. *See* Exhibit C to the Andersen Declaration. On July 6, 2012, Field  
12 indicated he had contacted his client to see if any of the suggested dates were acceptable and that  
13 he expected a response from Plise by July 9, 2012, only two days prior to the Exam. *See* Exhibit  
14 D to the Andersen Declaration.

15 In a separate email, on July 6, 2012, Field, for the first time, stated Plise would only agree  
16 to appear at a continued examination if CML would agree to allow the time for Plise to object to  
17 the Rule 2004 Order and the Subpoena to start over *after* Plise obtained new counsel. *See*  
18 Exhibit E to the Andersen Declaration. To be clear, approximately three days before documents  
19 were to be produced, Field, on behalf of Plise, attempted to place additional conditions on Plise's  
20 acceptance of a professional courtesy offered by CML, *a courtesy which CML was under no*  
21 *obligation to extend in the first place*. This new demand was nothing more than a transparent  
22 attempt to set up the next round of Plise's avoidance, and was rejected by CML's counsel as  
23 such. *See* Exhibit F to the Andersen Declaration.

24 Despite repeated attempts on July 10, 2012 to contact Field through both telephone and  
25 email, *id.*, it was not until the morning of July 11, 2012, less than one hour before the Exam was  
26 to commence, that Field responded via email. *See* Exhibit G to the Andersen Declaration. For

1 the first time, on the morning of the Exam, Field grasped at another straw and claimed the reason  
 2 Plise would not appear was because the Request for Production was overly burdensome, despite  
 3 the fact that no motion to quash the Subpoena had been filed and the time for production of  
 4 documents had passed. *Id.* This new excuse was also rejected by CML's counsel, and CML's  
 5 counsel also stated Plise's failure to appear for the Exam would be placed on the record. *Id.*  
 6 CML's counsel asked Field to have Plise or Plise's new counsel contact CML's counsel in the  
 7 event Plise wanted to voluntarily comply with the Rule 2004 Order and Subpoena. *Id.* Field's  
 8 condescending and legally incorrect response did not merit a reply, *id.*, and Plise's failure to  
 9 appear as required by the Rule 2004 Order and the Subpoena was placed on the record of the  
 10 Exam. *See* Exhibit H to the Andersen Declaration.

11 To date, CML's counsel has received no further communication from Plise, Field, or his  
 12 replacement counsel, if any. The Court granted Field's motion to withdraw on August 6, 2012,  
 13 and, despite representations to the contrary, there is no indication that Plise has obtained  
 14 replacement counsel.<sup>1</sup> Plise has not provided or attempted to provide even a single document  
 15 responsive to the Request for Documents, even though no objection to the Request for  
 16 Documents has been filed. Plise is in direct violation of both a valid subpoena and an order of  
 17 the Court.

#### 18 *B. An Example of Plise's Known Bad Acts*

19 Plise's failure to produce documents or appear was without any justification, but his  
 20 desire to avoid answering for his prepetition acts is not surprising given what CML has learned  
 21 through its own investigation. To summarize only one small facet of what has been learned,  
 22 Plise and Tennille were divorced on or about October 24, 2008. *See* Exhibit I to the Andersen  
 23

---

24 <sup>1</sup> While Plise appeared at the June 27, 2012 Section 341 Meeting of Creditors, he refused  
 25 to answer any questions, offering his lack of assistance of counsel as an excuse. He, at that time,  
 26 promised he would have replacement counsel by early or mid-July; however, Plise did not have  
 replacement counsel in time for the July 25, 2012 Section 341 Meeting of Creditors and failed to  
 appear for this meeting as well.

1 Declaration. Through the divorce, Plise transferred \$1,850,000 in lump-sum child support,  
 2 \$1,000,000 in lump-sum alimony, two Cadillac Escalades, approximately a dozen motorcycles  
 3 and ATVs, and various other personal property. *Id.* In return, Plise graciously agreed to retain  
 4 all debts. *Id.* With the proceeds of this so-called-divorce, Tennille promptly purchased, with  
 5 cash, a house located at 13413 Shore Vista Drive, in Austin Texas (the "*House*"), claiming a  
 6 homestead on the entire value of the House. *See* Exhibit J to the Andersen Declaration. It is  
 7 believed Tennille paid approximately \$1,700,000 for the House. At the time Plise filed for  
 8 bankruptcy, the divorce settlement between Plise and Tennille was the subject of a fraudulent  
 9 transfer action brought by CML against Tennille in Texas. *See* Exhibits K & L to the Andersen  
 10 Declaration.

11 The House is currently listed for sale for \$1,899,900. *See* Exhibit M to the Andersen  
 12 Declaration. However, the seller is not Tennille. Instead, the seller is 13413 Shore Vista Drive,  
 13 LLC ("*SVD LLC*"), a Delaware LLC owned and managed by Plise's friend Halverson.<sup>2</sup> In  
 14 February and March of 2012, while CML's lawsuit against Tennille was pending, and just prior  
 15 to Plise filing for bankruptcy, Tennille transferred the House to SVD LLC for \$2,000,000, with  
 16 SVD LLC encumbering the House with a deed of trust to secure a \$900,000 note in the process.  
 17 *See* Exhibits N & O to the Andersen Declaration. This transfer, which itself contains far too  
 18 many irregularities to here delve into, was facilitated by Stipp, Plise's former chief operating  
 19 officer, and, soon after SVD LLC held title to the house, the House was listed for sale. The only  
 20 explanation for this sequence of events is that Plise, through Stipp, Halverson, and Tennille, was  
 21 seeking to move the funds associated with the purchase of the House beyond the reach of  
 22 creditors, by transferring the House to a friendly entity and eventually to a bona fide purchaser.  
 23 The only reason Tennille, Plise's ex-wife, would assist with this scheme is because her divorce  
 24

---

25 <sup>2</sup> As will be made clear in the forthcoming motion to compel addressed to Halverson's  
 26 failure to produce documents or appear for his Rule 2004 Examination, Halverson's involvement  
 is, in and of itself, a smoking gun.

1 from Plise was not bona fide, and, at the very least, the transfer of property through the divorce  
2 was a fraudulent transfer.

3 Before Plise should be allowed the benefit of a bankruptcy discharge, he should, at a  
4 minimum, appear and answer for this and *numerous* other known transfers by, between, and  
5 among Plise, Halverson, Tennille, Stipp, Field, and others. Furthermore, his bad faith  
6 motivation for failing to appear, coupled with the resistance faced by CML in obtaining  
7 discovery from Plise's associates, *see* Exhibits P, Q, & R to the Andersen Declaration, supports  
8 the conclusion that Plise is purposefully seeking to avoid explaining his actions, and this conduct  
9 warrants a finding of contempt.<sup>3</sup>

### 10 III. Argument

11 Pursuant to Civil Rule 45(a), (d), and (e), made applicable here by Rule 9016, CML  
12 requests this Court enter an order compelling Plise to produce all documents responsive to the  
13 Request for Documents and also enter an order to show cause why Plise should not be held in  
14 contempt for failing to comply with the Subpoena and the Rule 2004 Order.<sup>4</sup>

15  
16  
17 <sup>3</sup> Indeed, even Field's conduct in filing the motion to withdraw is suspect, as this is not  
18 the first time that Field, former associate general counsel for Plise's development companies, has  
19 withdrawn from representing Plise under circumstances suggesting the withdrawal was  
20 calculated to provide a litigation advantage to Plise. *See* Exhibits S & T to the Andersen  
21 Declaration. Plise has had other of his counsel employ this same tactic. *See* Exhibit U to the  
22 Andersen Declaration. Furthermore, as recently as March 30, 2012, Field sent a letter to DHL, C,  
23 as Tennille's attorney, in an effort to assist with the completion of the fraudulent transfer of the  
24 House. *See* Exhibit V to the Andersen Declaration.

25 <sup>4</sup> While it is unclear that Local Rule 7037 applies in this situation (as Rule 2004 refers  
26 only to Rule 9016, not to Rule 7032, and there is here no adversary proceeding or contested  
matter pending between CML & Plise), CML is mindful of the purpose of Local Rule 7037, and  
the requirement that parties to discovery motions attempt to communicate in good faith prior to  
the filing of any motion to compel discovery. CML's counsel has had no communication with  
Plise, Field, or his replacement attorney since July 11, 2012. Given the argumentative responses  
received from Field, Field's subsequent withdrawal from the bankruptcy case, Plise's bad acts,  
and the inability for CML's counsel to contact Plise, such consultations here would serve no  
purpose and would only allow Plise the opportunity for further delay.

**EXHIBIT "3"**

Victoria L. Nelson, Esq. (SBN 5436)  
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COTTON, DRIGGS, WALCH,  
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Las Vegas, Nevada 89101  
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Facsimile: 702/791-1912

*Electronically Filed On  
September 20, 2012*

*Attorneys for Shelley D. Krohn, Chapter 7 Trustee*

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

Case No. BK-S-12-14724-LBR  
Chapter 7

WILLIAM WALTER PLISE,  
AKA BILL PLISE

Debtor.

SHELLEY D. KROHN, CHAPTER 7  
TRUSTEE,

Adv. No. 12-01214

Plaintiff,

**MOTION FOR PRELIMINARY  
INJUNCTION FREEZING CERTAIN  
ASSETS**

v.

WILLIAM WALTER PLISE; TENNILLE I.  
PLISE; and 13413 SHORE VISTA DRIVE,  
LLC,

Date of Hearing: November 6, 2012  
Time of Hearing: 9:30 a.m.  
Place: Courtroom No. 1, Third Floor  
Foley Federal Building  
300 Las Vegas Blvd., South  
Las Vegas, NV 89101

Defendants.

Judge: Hon. Linda B. Riegler

SHELLEY D. KROHN, Chapter 7 Trustee in the above-referenced bankruptcy case (the "Trustee"), by and through her counsel of record, Victoria L. Nelson, Esq., of the law firm of Cotton, Driggs, Walch, Holley, Woloson & Thompson, hereby moves this Court for an order issuing a preliminary injunction freezing certain assets of William Walter Plise (the "Debtor"), Tennille I. Plise ("Tennille"), and 13413 Shore Vista Drive, LLC ("Shore Vista") (collectively, the "Defendants") pending a determination on the merits (the "Motion").



1 This Motion is brought on the following grounds and the following reasons: (1) the Ninth  
 2 Circuit in the case In re Focus Media, Inc., 387 F.3d 1077 (9th Cir. 2004) has held that  
 3 bankruptcy courts have the authority to issue a prejudgment asset-freezing injunction in  
 4 adversary proceedings for the recovery of fraudulent transfers; and (2) Plaintiff has met her  
 5 burden in establishing that the issuance of a preliminary injunction is proper, as (i) she is likely  
 6 to succeed on the merits, (ii) she will suffer irreparable injury if the preliminary injunction is not  
 7 granted, (iii) a balance of the hardships favors Plaintiff, and (iv) an preliminary injunction is in  
 8 the public interest.

9 This Motion is based upon the accompanying Memorandum of Points and Authorities,  
 10 the Declaration of Shelley D. Krohn in Support of the Motion for Preliminary Injunction  
 11 Freezing Certain Assets (the "Trustee Declaration"), the papers and pleadings on file in this case,  
 12 and such other evidence that may be presented to the Court.

13 Dated this 20<sup>th</sup> day of September, 2012.

14  
 15 COTTON, DRIGGS, WALCH,  
 HOLLEY, WOLOSON & THOMPSON

16 /s/ Victoria L. Nelson

17 Victoria L. Nelson, Esq. (SNB 5436)  
 18 400 South Fourth Street, Third Floor  
 Las Vegas, Nevada 89101  
 Telephone: 702/791-0308  
 Facsimile: 702/791-1912  
 Attorneys for Shelley D. Krohn, Chapter 7  
 Trustee

21  
 22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 **I. INTRODUCTION**

24 On September 19, 2012, Plaintiff commenced the above-referenced adversary proceeding  
 25 against the Defendants to, among other things, recover significant real and personal property that  
 26 have been transferred to multiple parties in order to delay, hinder, and defraud Debtor's  
 27 creditors. In particular, the Debtor entered into a sham divorce decree with Tennille where he

1 transferred numerous items of personal property and approximately \$1,850,000.00 in "child  
 2 support" to Tennille, while he assumed all of the marital debts. Shortly after receiving the  
 3 \$1,850,000.00 from the Debtor, Tennille purchased the real property located at 13413 Shore  
 4 Vista Drive, Austin, Texas 78732 (the "Austin Property") for \$1,700,000.00. Less than one (1)  
 5 month prior to the Debtor's bankruptcy filing, Tennille transferred the Austin Property to 13414  
 6 Shore Vista Drive, Austin, LLC ("Shore Vista"), a Delaware Limited Liability Company  
 7 believed to be owned and managed by the Debtor's close friend and business associate Michael  
 8 Halverson ("Halverson"). Tennille still resides at the Austin Property despite transferring it to  
 9 Shore Vista. In addition, on the same day the Austin Property was transferred to Shore Vista, it  
 10 was fully encumbered by first and second deeds of trust in an attempt to prevent Plaintiff from  
 11 recovering any of its equity for the benefit of creditors.

12 These multiple transfers have demonstrated that the Defendants are willing and able to  
 13 transfer bankruptcy estate property in order to defraud creditors. As a result, Plaintiff seeks an  
 14 order from the Court issuing a prejudgment asset-freezing injunction preventing the Defendants  
 15 from transferring any of the personal property that was included in the Divorce Decree or the  
 16 Austin Property until the case has been determined on the merits.

## 17 II. FACTUAL BACKGROUND

### 18 GENERAL BACKGROUND

19 1. The Debtor is/was a contractor and developer who built numerous projects in the  
 20 Las Vegas area. One of the many entities in which Debtor was involved was the City Crossing  
 21 1, LLC ("City Crossing"). City Crossing owned fifteen parcels of real estate located in  
 22 Henderson, Nevada, the sum of which totaled one hundred twenty-six (126) net acres. See  
 23 Trustee Declaration.

### 24 THE DEBTOR'S SHAM DIVORCE

25 2. Upon information and belief, on December 4, 2001, the Debtor and Tennille were  
 26 married. See Trustee Declaration.

3. On October 24, 2008, Nevada District Court, Family Division, of Clark County entered a Decree of Divorce (the "Divorce Decree") between the Debtor and Tennille. The Divorce Decree was based on a voluntary Joint Petition for Divorce that was agreed to by the Debtor and Tennille without the benefit of legal counsel. A true and correct copy of the Divorce Decree is attached to the Trustee Declaration as **Exhibit "1"**.

4. The Divorce Decree provides that Tennille was to receive the following items of personal property:

| MAKE            | TYPE             | MODEL                       | VIN NUMBER        |
|-----------------|------------------|-----------------------------|-------------------|
| 2007 Cadillac   | Nicole Sales     | Escalade                    | 1GYFK63837R423289 |
| 2008 Cadillac   | Tennille         | Escalade ESV                | 1GYFK66878R122113 |
| 2007 Sundowner  | Horse Trailer    | 727 4H BP                   | 13SVC212771VE0821 |
| 2006 Bombardier | Outlander        | Max XT 4X 800 G             | 2BVEPSH106V000606 |
| 2006 Yamaha     | Rhino            | 660CC                       | 5Y4AM04Y26A020334 |
| 2007 Bombardier | Can-Am Outlander | Max LTD 4X 800EFI           | 2BVEPWH107V002686 |
| 2007 Bombardier | Can-Am Outlander | Max XT 4X 800EFI            | 2BVEPCH187V000120 |
| 2007 Honda      | Motorcycle       | CRF 150R-Mason              | JH2KE0357K004809  |
| 2007 KTM        | Motorcycle       | 50 Mini Adventure-<br>Billy | VBKMRA2357M020296 |
| 2007 Bombardier | Can-Am Outlander | MaxLTD 4X 800EFI            | 2BVEPWH107V002770 |
| 2007 Yamaha     | Rhino            | 660CC                       | 5Y4AM08Y17A017369 |
| 2008 Polaris    | Outlaw 90        | 90 CC-Billy's Bike          | RF3KA09AZ8T017883 |
| 2008 Honda      | Motorcycle-Mason | CRF 150RB                   | JH2KE03C28K100916 |
| 2007 Redline    |                  | Revolt                      | 1RLRS750XH1110034 |
| 2007 Redline    |                  | Revolt                      | 1RLRS750XH1110040 |

5. The Divorce Decree also provides that Tennille was to receive (a) a one-time lump-sum payment of child support in the amount of one million eight hundred fifty thousand

09648-01/947938

1 dollars (\$1,850,000.00); (b) a one-time lump-sum payment of alimony in the amount of one  
2 million dollars (\$1,000,000.00); (c) all clothing, jewelry, artwork, furniture, and other personal  
3 effects currently in Tennille's possession; and (d) all horses, pets, exotic animals and livestock,  
4 including, all tack, saddles and equipment associated with the maintenance and care thereof. See  
5 Divorce Decree, Sections VI, VII, X, attached as Exhibit "1" to Trustee Declaration. All of the  
6 transfers to Tennille pursuant to the Divorce Decree shall collectively be referred to as the  
7 "Divorce Decree Transfers."

8         6. The Divorce Decree further provides that the Debtor was to receive title in all real  
9 and personal property "not otherwise specifically enumerated below as [Tennille's] sole and  
10 separate property." The Debtor was also responsible for all debts that were incurred by either the  
11 Debtor or Tennille. See Divorce Decree Section VII & VIII, attached as Exhibit "1" to Trustee  
12 Declaration.

13         7. Tennille testified at a deposition in a civil lawsuit brought by Eliot A. Alper  
14 ("Alper"), one of the Debtor's creditors, against the Debtor (the "Deposition"), that the Debtor  
15 paid her the \$1,850,000.00 child support during a period of time in which the Debtor contended  
16 that he did not have any assets. See Tennille Deposition, pgs. 29-30 attached as Exhibit "2" to  
17 Trustee Declaration.

18         8. Upon information and belief, the \$1,850,000.00 payment was then used to  
19 purchase the real property located at 13413 Shore Vista Drive, Austin, Texas 78732 (the "Austin  
20 Property") for \$1,700,000.00. See Tennille Deposition, pgs. 38-39 attached as Exhibit "2" to  
21 Trustee Declaration.

22         9. Tennille also testified that she was not represented by counsel, did not know the  
23 full extent of the Debtor's finances, and could not articulate the reason for why the parties agreed  
24 to a child support payment of \$1,850,000.00 or an alimony payment of \$1,000,000.00. See  
25 Tennille Deposition, pgs. 21-26, 31-32 attached as Exhibit "2" to Trustee Declaration.

26         10. Tennille further testified that even though the Divorce Decree provides that the  
27 Debtor was to receive all real and personal property that was not otherwise mentioned in the  
28

Divorce Decree, Tennille testified that she was not aware of any real or personal property that was not specified in the Divorce Decree. See Tennille Deposition, pg. 32, ll. 15-22 attached as Exhibit "2" to Trustee Declaration. In other words, the Divorce Decree resulted in a transfer of all the Debtor's known assets to Tennille.

11. The purpose of the Divorce Decree was to delay, hinder, and defraud the Debtor's creditors by transferring all of the Debtor's known assets to Tennille with the Debtor assuming all of the marital liabilities. See Trustee Declaration.

12. As the Debtor's spouse, Tennille knew or should have known of the Debtor's financial condition and that he had defaulted as a guarantor on loans he guaranteed for his business entities. See Trustee Declaration.

#### TRANSFER OF THE AUSTIN PROPERTY TO SHORE VISTA PRIOR TO THE DEBTOR'S BANKRUPTCY FILING

13. On March 28, 2012, Tennille transferred her interest in the Austin Property to Shore Vista (the "Shore Vista Transfer"). See Trustee Declaration.

14. Based on information and belief, Gracy Title - A Stewart Company ("Gracy Title") was the company that was the escrow agent for the transfer of the Austin Property to Shore Vista. See Trustee Declaration.

15. On September 14, 2012, Debra Holloway ("Holloway"), the person most knowledgeable at Gracy Title and the escrow agent for the transfer of the Austin Property to Shore Vista, testified to the following facts:

- a. Tennille initially requested Gracy Title to assist in the transfer of the Austin Property to a limited liability company that was owned by Tennille so that it may be refinanced. However, the transfer documents that were provided to Gracy Title indicated that the Austin Property would be "sold" to Shore Vista; A true and correct copy of an official transcript of Holloway (the "Holloway Examination") is attached to the Trustee Declaration as Exhibit "3". See Holloway Examination, pgs. 68-71
- b. Holloway never met or spoke with Halverson, the managing member of Shore Vista, in person; See Holloway Examination, pgs. 13-14 attached as Exhibit

1 "3" to the Trustee Declaration.

2 c. There were no realtors involved in the transfer of the  
3 Austin Property and no earnest money was deposited by  
4 Shore Vista; See Holloway Examination, pgs. 82, ll. 2-23  
attached as **Exhibit "3"** to the Trustee Declaration.

5 d. Mitchell Stipp, Debtor's former in-house counsel, made  
6 multiple representations on behalf of both Tennille and  
7 Shore Vista; See Holloway Examination, pgs. 63-66  
attached as **Exhibit "3"** to the Trustee Declaration.

8 e. Tennille would continue to reside in the Austin Property  
9 following its transfer to Shore Vista. See Holloway  
10 Examination, pgs. 79- 81 attached as **Exhibit "3"** to the  
Trustee Declaration.

11 16. Holloway also testified as the person most knowledgeable of Gracy Title that the  
12 Debtor attended the closing of the Transfer of the Austin Property from Tennille to Shore Vista,  
13 despite the fact that he had been divorced from Tennille for over four years. See Holloway  
14 Examination, pgs. 12-13 attached as **Exhibit "3"** to the Trustee Declaration.

15 17. Upon information and belief, Tennille still resides at the Austin Property. See  
16 Trustee Declaration.

17 18. Upon information and belief, Halverson is the managing member of Shore Vista.  
18 See Trustee Declaration.

19 19. Upon information and belief, Halverson is the Debtor's close friend and business  
20 partner and has engaged in multiple transactions with the Debtor, including the purchase of the  
21 Debtor's condominium located at 4381 West Flamingo, Unit 52322, Las Vegas, Nevada 89103.  
22 See Trustee Declaration.

23 20. The purpose of the Shore Vista Transfer was to delay, hinder, and defraud the  
24 Debtor's creditors by transferring the Austin Property to a third party. See Trustee Declaration.

25 21. Upon information and belief, Shore Vista retained a realtor and listed the Austin  
26 Property for sale following the transfer from Tennille. See Trustee Declaration.

**EXHIBIT "4"**

Victoria L. Nelson, Esq. (SBN 5436)  
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Telephone: 702/791-0308  
Facsimile: 702/791-1912

*Electronically Filed On  
September 20, 2012*

*Attorneys for Shelley D. Krohn, Chapter 7 Trustee*

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

In re:

WILLIAM WALTER PLISE,  
AKA BILL PLISE

Debtor.

SHELLEY D. KROHN, CHAPTER 7  
TRUSTEE,

Plaintiff,

v.

WILLIAM WALTER PLISE; TENNILLE I.  
PLISE; and 13413 SHORE VISTA DRIVE,  
LLC,

Defendants.

Case No. BK-S-12-14724-LBR  
Chapter 7

Adv. No. 12-01214

**DECLARATION OF SHELLEY D.  
KROHN IN SUPPORT OF MOTION FOR  
PRELIMINARY INJUNCTION  
FREEZING CERTAIN ASSETS**

Date of Hearing: November 6, 2012  
Time of Hearing: 9:30 a.m.  
Place: Courtroom No. 1, Third Floor  
Foley Federal Building  
300 Las Vegas Blvd., South  
Las Vegas, NV 89101

Judge: Hon. Linda B. Riegle

I, Shelley D. Krohn, hereby declare as follows:

1. I am the Chapter 7 Trustee in the above-referenced bankruptcy case.
2. I am over the age of 18 and am mentally competent. I have personal knowledge of the facts in this matter and if called upon to testify, could and would do so.
3. I make this declaration in support of the *Motion for Preliminary Injunction Freezing Certain Assets* (the "Motion").

...



Property”) for \$1,700,000.00. See Tennille Deposition, pgs. 38-39 attached as Exhibit “2”.

12. Tennille also testified that she was not represented by counsel, did not know the full extent of the Debtor’s finances, and could not articulate the reason for why the parties agreed to a child support payment of \$1,850,000.00 or an alimony payment of \$1,000,000.00. See Tennille Deposition, pgs. 21-26, 31-32 attached as Exhibit “2”.

13. Tennille further testified that even though the Divorce Decree provides that the Debtor was to receive all real and personal property that was not otherwise mentioned in the Divorce Decree, Tennille testified that she was not aware of any real or personal property that was not specified in the Divorce Decree. See Tennille Deposition, pg. 32, ll. 15-22 attached as Exhibit “2”. In other words, the Divorce Decree resulted in a transfer of all the Debtor’s known assets to Tennille.

14. The purpose of the Divorce Decree was to delay, hinder, and defraud the Debtor’s creditors by transferring all of the Debtor’s known assets to Tennille with the Debtor assuming all of the marital liabilities.

15. As the Debtor’s spouse, Tennille knew or should have known of the Debtor’s financial condition and that he had defaulted as a guarantor on loans he guaranteed for his business entities.

#### TRANSFER OF THE AUSTIN PROPERTY TO SHORE VISTA PRIOR TO THE DEBTOR’S BANKRUPTCY FILING

16. On March 28, 2012, Tennille transferred her interest in the Austin Property to Shore Vista (the “Shore Vista Transfer”).

17. Based on information and belief, Gracy Title – A Stewart Company (“Gracy Title”) was the company that was the escrow agent for the transfer of the Austin Property to Shore Vista.

18. On September 14, 2012, Debra Holloway (“Holloway”), the person most knowledgeable at Gracy Title and the escrow agent for the transfer of the Austin Property to Shore Vista, testified during a Rule 2004 Examination to the following facts:

a. Tennille initially requested Gracy Title to assist in the

transfer of the Austin Property to a limited liability company that was owned by Tennille so that it may be refinanced. However, the transfer documents that were provided to Gracy Title indicated that the Austin Property would be "sold" to Shore Vista; A true and correct copy of an official transcript of Holloway (the "Holloway Examination") is attached hereto as **Exhibit "3"**. See Holloway Examination, pgs. 68-71

b. Holloway never met or spoke with Halverson, the managing member of Shore Vista, in person; See Holloway Examination, pgs. 13-14 attached as **Exhibit "3"**.

c. There were no realtors involved in the transfer of the Austin Property and no earnest money was deposited by Shore Vista; See Holloway Examination, pg. 82, ll. 2-23 attached as **Exhibit "3"**.

d. Mitchell Stipp, Debtor's former in-house counsel, made multiple representations on behalf of both Tennille and Shore Vista; See Holloway Examination, pgs. 63-66 attached as **Exhibit "3"**.

e. Tennille would continue to reside in the Austin Property following its transfer to Shore Vista. See Holloway Examination, pgs. 79- 81 attached as **Exhibit "3"**.

19. Holloway also testified as the person most knowledgeable of Gracy Title that the Debtor attended the closing of the Transfer of the Austin Property from Tennille to Shore Vista, despite the fact that he had been divorced from Tennille for over four years. See Holloway Examination, pgs. 12-13 attached as **Exhibit "3"**.

20. Upon information and belief, Tennille still resides at the Austin Property.

21. Upon information and belief, Halverson is the managing member of Shore Vista.

22. Upon information and belief, Halverson is the Debtor's close friend and business partner and has engaged in multiple transactions with the Debtor, including the purchase of the Debtor's condominium located at 4381 West Flamingo, Unit 52322, Las Vegas, Nevada 89103.

23. The purpose of the Shore Vista Transfer was to delay, hinder, and defraud the Debtor's creditors by transferring the Austin Property to a third party.

DISTRICT COURT

CLARK COUNTY, NEVADA

|                         |   |               |
|-------------------------|---|---------------|
| ELIOT A. ALPER, Trustee | ) | Case No:      |
| of THE ELIOT A. ALPER   | ) | A-09-591861-C |
| REVOCABLE TRUST dated   | ) |               |
| March 22, 1999;         | ) | Dept. No.: V  |
| SPACEFINDERS REALTY,    | ) |               |
| INC., a Nevada          | ) |               |
| Corporation; THE ALPER  | ) |               |
| LIMITED PARTNERSHIP     | ) |               |
|                         | ) |               |
| Plaintiffs,             | ) |               |
|                         | ) |               |
| vs.                     | ) |               |
|                         | ) |               |
| WILLIAM W. PLISE, and   | ) |               |
| DOES 1-19               | ) |               |
|                         | ) |               |
| Defendants.             | ) |               |

\*\*\*\*\*

ORAL DEPOSITION OF  
TENNILLE ISABELL PLISE  
MARCH 26, 2010

\*\*\*\*\*

ORAL DEPOSITION OF TENNILLE ISABELL PLISE, produced as a witness at the instance of the Plaintiffs, and duly sworn, was taken in the above-styled and numbered cause on March 26, 2010, from 3:37 p.m. to 5:43 p.m., before Linda M. Hutchins, CSR in and for the State of Texas, reported by machine shorthand, at the Law Offices of Anderson M. Simmons, 702 Rio Grande, Austin, Texas, pursuant to the Texas Rules of Civil Procedure and the provisions stated on the record or attached hereto.

Tennille Isabell Plise

March 26, 2010

1 the objection there, but to the extent that you're going  
2 to ask her any information that might have been  
3 exchanged at that -- at any such meeting, I'm going to  
4 continue with my objection.

5 MR. HANIGAN: Okay. No. I'm just asking  
6 whether she consulted with an attorney.

7 Q. And, Ms. Plise, I understand that your counsel  
8 is not objecting to that question, so you can answer.

9 A. No.

10 Q. Do you know who prepared this decree of  
11 divorce?

12 A. I don't remember.

13 Q. Did you know at one time?

14 A. Yes.

15 Q. Was it an attorney that worked for one of  
16 Mr. Plise's companies?

17 A. I don't remember.

18 Q. If you could turn to page 224, please, and  
19 it's entitled "Joint Petition For Divorce," but it's  
20 actually an attachment to the decree of divorce. I'll  
21 make that representation to you.

22 Did you consult with an attorney prior to  
23 signing the Joint Petition For Divorce?

24 A. No.

25 Q. Please turn now back to page 218 and look at

HOLLOWAY-STEIN ROUGH

1

1 WARNING!

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HOLLOWAY-STEIN ROUGH

10:24 1 A. No.  
10:24 2 Q. Did you speak with attorneys or agents or  
10:25 3 representatives for Mr. Halvorsen?  
10:25 4 A. The attorney.  
10:25 5 Q. Do you recall who the attorney was?  
10:25 6 A. I'd have to look at my file.  
10:25 7 Q. Did you ever talk to a Mr. Stipp, S-T-I-P-P?  
10:25 8 A. Not that I remember.  
10:25 9 Q. Do you know who he is?  
10:25 10 A. I'd have to look at my file. He possibly is an  
10:25 11 attorney. I don't know. I do remember seeing that  
10:25 12 name, though, in my file.  
10:26 13 Q. Are you familiar with MSMJ? Do you recall  
10:26 14 their involvement in the closing?  
10:26 15 A. No.  
10:26 16 Q. Did you -- other than the attorneys and the  
10:26 17 people that you've identified, do you remember anyone  
10:26 18 else that you had communications with regard to this  
10:26 19 closing?  
10:26 20 A. No.  
10:26 21 Q. There wasn't a realtor involved in the sale of  
10:26 22 this property, was there?  
10:26 23 A. That is correct.  
10:26 24 Q. Did you -- or is it your belief that you got  
10:26 25 this business because you had worked with Ms. Plise on

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10:26 1 the purchase of the property?

HOLLOWAY-STEIN ROUGH

10:28 5 anyone else that you work with at Gracy Title?  
10:28 6 A. Not that I recall.  
10:28 7 Q. Would it surprise you if other people in the  
10:28 8 company smelled a rat with regard to this transaction?  
10:28 9 A. Would it surprise me?  
10:28 10 Q. Yes.  
10:28 11 A. No.  
10:28 12 Q. Did you talk to anyone in your legal department  
10:28 13 about this at the time?  
10:28 14 A. Yes.  
10:28 15 Q. Who did you talk to?  
10:28 16 A. Bill Bradshaw and Latra Szal.  
10:28 17 Q. I'm sorry, the second name?  
10:28 18 A. Latra, L-A-T-R-A, S-Z-A-L.  
10:28 19 Q. And did you express any concerns to them?  
10:28 20 A. I needed guidance on how to handle part of the  
10:29 21 transaction.  
10:29 22 Q. Which part?  
10:29 23 A. The part when it came to the very end of the  
10:29 24 transaction with Tennille remaining in the property.  
10:29 25 Q. And what was your specific question with regard

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10:29 1 to that?  
10:29 2 A. It struck me as odd that she was going to  
10:29 3 remain in the property since I did not see a lease  
10:29 4 agreement, a leaseback.  
10:29 5 Q. That was another one of the questions that I  
10:29 6 had when I reviewed the documents. I believe it was the

HOLLOWAY-STEIN ROUGH

10:34 15 A. No.  
10:34 16 Q. How were you informed that the amount changed?  
10:34 17 A. E-mail from Rob Barney, to the best of my  
10:34 18 knowledge.  
10:34 19 Q. Who is Rob Barney?  
10:34 20 A. He's the person I spoke to from the lender,  
10:34 21 from DHLC.  
10:34 22 Q. So you think the initial loan amount was  
10:34 23 850,000?  
10:34 24 A. Correct.  
10:34 25 Q. If you go down to the -- kind of the middle

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10:34 1 section there, it identifies DHLC as the mortgage broker  
10:34 2 and it does have Rob Barney's e-mail address at DHLC as  
10:34 3 your contact?  
10:34 4 A. Correct.  
10:34 5 Q. Below that it identifies Mitchell Stipp at MSJM  
10:35 6 Advisors as the second lender?  
10:35 7 A. It's my opinion that my assistant put that in  
10:35 8 that spot just because it was information regarding the  
10:35 9 lender -- I mean regarding the lender itself. I truly  
10:35 10 don't know if that was the second lender.  
10:35 11 Q. Okay. Well, where would that information have  
10:35 12 come from?  
10:35 13 A. Some conversation or some note to the file.  
10:35 14 This writing is in my assistant's handwriting.  
10:35 15 Q. What's your assistant's name?  
10:35 16 A. Kristy Killinger.



HOLLOWAY-STEIN ROUGH

10:35 17 Q. And what was Mitchell Stipp's involvement with  
10:35 18 this transaction?  
10:35 19 A. I don't recall.  
10:35 20 Q. What about MSJM Advisors?  
10:35 21 A. I don't recall.  
10:35 22 Q. Below that there's a notation that there are no  
10:35 23 liens?  
10:35 24 A. Correct.  
10:35 25 Q. Tell me what that means.

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10:35 1 A. There are no liens of record found on our title  
10:35 2 commitment or title research.  
10:35 3 Q. So in other words, that property is paid for?  
10:36 4 A. Correct.  
10:36 5 Q. Do you recall from when Ms. Plise originally  
10:36 6 purchased the property how it was paid for?  
10:36 7 A. She paid cash for that property.  
10:36 8 (Exhibit No. 4 marked.)  
10:36 9 Q. I'll hand you what's been marked as Exhibit  
10:36 10 No. 4 and I'll just represent to you that that's a  
10:36 11 collection of e-mails, but if you want to take a minute  
10:36 12 to see if you recognize it.  
10:37 13 A. Yes, I do recognize it.  
10:37 14 Q. Okay. If you go back to page 3, that should be  
10:37 15 the first e-mail in the chain and it's from -- is it  
10:37 16 Andrea Bennett?  
10:37 17 A. Andrea Bennett.  
10:37 18 Q. Is that your assistant?  
10:37 19 A. No, she's the one who does the title policies.

HOLLOWAY-STEIN ROUGH

10:58 21 I mean the actual invoice to determine that.  
10:58 22 Q. Is that in your file?  
10:58 23 A. It should be, yes.  
10:58 24 Q. Okay. Can you take a look at it? Because I  
10:58 25 looked for it and I couldn't find it.

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10:59 1 MR. BRADSHAW: while she's doing that, can  
10:59 2 we take five minutes?  
10:59 3 MS. SCOTT: Sure.  
10:59 4 (Recess taken from 10:59 a.m. to  
11:10 5 11:10 a.m.)  
11:10 6 Q. (By Ms. Scott) Just before the break we were  
11:10 7 talking about a \$70,000 payment that was made to MSJM  
11:10 8 Advisors, and during the break you were looking for that  
11:10 9 invoice. Did you locate that?  
11:10 10 A. I didn't find the physical invoice. I'm going  
11:10 11 to have to -- it evidently is not in my file, but this  
11:10 12 is the e-mail that I had received from Mitchell Stipp  
11:10 13 regarding the 70,000.  
11:10 14 Q. Okay. And I don't believe that I've seen this  
11:10 15 document so I'll get a copy of it before I leave so that  
11:11 16 we can mark it as an exhibit. But what this document  
11:11 17 says is, "I will forward my invoice separately. \$70,000  
11:11 18 is due and payable to MSJM Advisors, LLC. This amount  
11:11 19 is due from 13413 Shore Vista Drive, LLC, but will be  
11:11 20 charged to Tennille Plise on the closing statement." Do  
11:11 21 you have any recollection what the \$70,000 was for?  
11:11 22 A. No.

HOLLOWAY-STEIN ROUGH

11:11 23 Q. Was this the only communication that you had  
11:11 24 with Mitchell Stipp -- or Stipp?  
11:11 25 A. I'm sure you'll see in my file, I'm sure

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11:11 1 there's other e-mail correspondence from him.  
11:11 2 Q. And did he ever give you any indication what  
11:11 3 services he provided?  
11:11 4 A. No.  
11:11 5 Q. Is this typical that you in a closing make a  
11:11 6 payment through the closing to someone who you don't  
11:12 7 know what they've done?  
11:12 8 A. If somebody provides me an invoice and  
11:12 9 instructs me to put it on the closing statement, yes,  
11:12 10 I'll put it on there.  
11:12 11 Q. Well, currently we don't have an invoice?  
11:12 12 A. That is correct. I cannot find it.  
11:12 13 Q. I thought that the buyer paid all of the  
11:12 14 closing costs.  
11:12 15 A. On --  
11:12 16 Q. On this transaction.  
11:12 17 A. I'd have to look at my closing statement to  
11:12 18 determine that. No, it appears that the seller paid the  
11:12 19 closing costs.  
11:12 20 Q. She paid all of it?  
11:12 21 A. That is correct.  
11:12 22 Q. And you believe that an invoice exists from  
11:12 23 MSJM Advisors?  
11:12 24 A. Yes.  
11:12 25 Q. Did you ever ask Mr. Stipp if he was an

HOLLOWAY-STEIN ROUGH

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11:12 1 associate of Bill Plise?

11:12 2 A. No.

11:12 3 Q. Did he ever give you any indication that he

11:13 4 was?

11:13 5 A. No.

11:13 6 Q. Did Bill Plise give you an indication that he

11:13 7 was?

11:13 8 A. No.

11:13 9 Q. Did you ever ask what MSJM Advisors -- what

11:13 10 their company did?

11:13 11 A. No.

11:13 12 Q. Did you know what everyone else here on this

11:13 13 ledger, what they performed, what their reason for being

11:13 14 on there was?

11:13 15 A. What their -- I usually don't question when

11:13 16 someone furnishes me a letter of instruction what their

11:13 17 function in the transaction is.

11:13 18 Q. Why not?

11:13 19 A. I just do not.

11:13 20 Q. What was the Caslano Homeowners Association due

11:14 21 \$2,175 for?

11:14 22 A. Past homeowners association dues.

11:14 23 Q. What about the law office of Mike Lary?

11:14 24 A. That actually was voided out. He was going to

11:14 25 prepare the warranty deed and he did not.

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HOLLOWAY-STEIN ROUGH

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11:14 1 Q. Travis County Tax Collector?  
11:14 2 A. Outstanding property taxes.  
11:14 3 Q. The Lonergan Law Firm, \$2,000?  
11:14 4 A. Per an invoice with the escrow agreement.  
11:14 5 Q. Farmers Insurance?  
11:14 6 A. Homeowners insurance.  
11:14 7 Q. Direct Federal Mortgage, Inc.?  
11:14 8 A. If I'm not mistaken, there's an escrow  
11:14 9 agreement that requested the monies to be collected on  
11:14 10 that.  
11:14 11 Q. So the only either debit or credit on this  
11:14 12 ledger that you don't recognize is the \$70,000 to MSJM  
11:14 13 Advisors?  
11:14 14 A. It appears I do not have an invoice in my file  
11:14 15 for that.  
11:14 16 Q. Well, that's not what I asked you. I asked you  
11:14 17 every other name or reason identified on Bates label No.  
11:15 18 106 and you could identify all of them based on your  
11:15 19 recollection except for the \$70,000 that was paid to  
11:15 20 MSJM Advisors.  
11:15 21 A. That is correct.  
11:15 22 Q. And you said that you wouldn't question that or  
11:15 23 ask what it was for if you had an invoice?  
11:15 24 A. That is correct.  
11:15 25 Q. But we don't have an invoice?

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11:15 1 A. That is correct.  
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HOLLOWAY-STEIN ROUGH

11:15 2 Q. Any guess what that could have been for?  
11:15 3 A. No.  
11:15 4 Q. Who would know other than you?  
11:15 5 A. In my company?  
11:15 6 Q. In general. I mean, is there anybody else in  
11:15 7 your company that would know what that was for?  
11:15 8 A. No.  
11:15 9 Q. Is there anybody outside your company that  
11:15 10 would know what it was for?  
11:15 11 A. Possibly the individual we sent the check to.  
11:15 12 Q. Mr. Stipp?  
11:15 13 A. Correct.  
11:15 14 Q. Would there be any other -- besides the e-mail  
11:16 15 that we looked at and the invoice, any other backup  
11:16 16 documentation for that \$70,000?  
11:16 17 A. Not to my knowledge.  
11:16 18 (Exhibit No. 10 marked.)  
11:16 19 Q. Let me hand you what's been marked Exhibit  
11:16 20 No. 10. Can you identify the document that's labeled  
11:16 21 No. 111.  
11:16 22 A. It's a checklist that Gracy Title requires to  
11:16 23 be in all their files.  
11:16 24 Q. It's a fraud prevention checklist, isn't it?  
11:16 25 A. Correct.

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11:16 1 Q. was this not completed?  
11:16 2 A. It appears not, no.  
11:16 3 Q. why would that have not been completed?

HOLLOWAY-STEIN ROUGH  
11:17 4 A. I don't have an answer for that.  
11:17 5 Q. All right. well, let's go down the items that  
11:17 6 are on this -- is it typical to complete this or not  
11:17 7 complete it?  
11:17 8 A. Complete it. It's an audit requirement for  
11:17 9 Gracy Title.  
11:17 10 Q. And you have no idea why it wasn't completed in  
11:17 11 this transaction?  
11:17 12 A. That is correct.  
11:17 13 Q. who would have completed it?  
11:17 14 A. My assistant.  
11:17 15 Q. Did you ask her why she didn't complete it?  
11:17 16 A. This is the first I've seen that it has not  
11:17 17 been completed.  
11:17 18 Q. Okay. And you said it's an audit requirement.  
11:17 19 From who?  
11:17 20 A. Latra is the person who audits our files.  
11:17 21 Q. Does it go to any governmental entity? Is it  
11:17 22 required reporting to anyone?  
11:17 23 A. I don't have an answer for that.  
11:17 24 Q. So to your knowledge, this is an internal  
11:17 25 document only?

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11:17 1 A. Yes.  
11:17 2 Q. And what's its purpose other than to check  
11:17 3 things off?  
11:17 4 A. To make sure that we are actually reviewing the  
11:18 5 information that comes in to make sure that there is not  
11:18 6 an unknown potential for anything slipping through the  
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HOLLOWAY-STEIN ROUGH

11:18 7 cracks such as unverified cashier's checks, et cetera.  
11:18 8 Q. Okay. Well, let's start at the beginning here.  
11:18 9 It says source of funds remitted by borrower. In that  
11:18 10 instance this would have been Michael Halverson and the  
11:18 11 Shore Vista, LLC?  
11:18 12 A. Correct.  
11:18 13 Q. Remitter name, what should have gone there?  
11:18 14 A. The 13413 Shore Vista.  
11:18 15 Q. And the following items have been checked. All  
11:18 16 incoming wires, what items would those have been?  
11:18 17 A. On this transaction, none. We received no  
11:18 18 monies from him.  
11:18 19 Q. All funds received from closing?  
11:19 20 A. We received nothing from him.  
11:19 21 Q. And all earnest money funds?  
11:19 22 A. There was no earnest money.  
11:19 23 Q. Okay. And underneath that it says,  
11:19 24 "Instructions: Physically check all of the money that  
11:19 25 has been received from the buyer/borrower." And you say

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11:19 1 there's none, but because this isn't checked you don't  
11:19 2 know if it was actually physically checked or not?  
11:19 3 A. There were no funds per the disbursement -- I  
11:19 4 mean per the closing statement received from the  
11:19 5 borrower in this transaction.  
11:19 6 Q. The next items are source of funds. "Source of  
11:19 7 Funds Disclosure sent to lender including all funds  
11:19 8 received with copies of supporting documents." What



HOLLOWAY-STEIN ROUGH

11:19 9 would that have been?

11:19 10 A. Borrower's down payment, et cetera, earnest  
11:19 11 money.

11:20 12 Q. Was there any of that?

11:20 13 A. No.

11:20 14 Q. The "Tax Certificate Disclosure sent to lender  
11:20 15 with tax certificates"?

11:20 16 A. That was done initially at the time the order  
11:20 17 is requested -- or the title is requested from the  
11:20 18 lender.

11:20 19 Q. And you say that this was sent?

11:20 20 A. I have no knowledge. It should have been, but  
11:20 21 I cannot guarantee that.

11:20 22 Q. "All disbursements shown on HUD," what's that?

11:20 23 A. All the disbursements that were on Exhibit 9  
11:20 24 are reflected in the closing statement, that there's no  
11:20 25 other outstanding disbursements made that are not shown

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11:20 1 on the closing statement.

11:20 2 Q. "All team members are responsible for making  
11:20 3 sure that all checks being issued are accurately  
11:20 4 reflected on the HUD." What does it mean accurately  
11:21 5 reflected?

11:21 6 A. That the names -- the disbursements that we're  
11:21 7 showing on the closing statement are actually the  
11:21 8 disbursements that are actually being made at the end.

11:21 9 Q. And do you check to see if there are invoices  
11:21 10 for those?

11:21 11 A. Yes.

HOLLOWAY-STEIN ROUGH

11:21 12 Q. But you don't know if that happened in this  
11:21 13 instance?

11:21 14 A. That's correct, I do not see the invoice for  
11:21 15 the 70,000.

11:21 16 Q. Nor was that box checked on the fraud  
11:21 17 prevention checklist?

11:21 18 A. That is correct. This document is not  
11:21 19 complete.

11:21 20 Q. So it says, "Check should not be signed until  
11:21 21 this step has been completed"; is that correct?

11:21 22 A. That's what it says, yes.

11:21 23 Q. And we do know that a check was issued to MSJM  
11:21 24 Advisors, correct?

11:21 25 A. That is correct.

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11:21 1 Q. Were there any cashier's checks issued in  
11:21 2 excess of \$10,000?

11:21 3 A. No.

11:21 4 Q. And then there's a verification?

11:21 5 A. That has to do with a received cashier's check  
11:22 6 from a borrower or seller, if necessary, and that's --  
11:22 7 we have to verify every cashier's check over 10,000.

11:22 8 Q. And there's a place for the escrow assistant's  
11:22 9 signature?

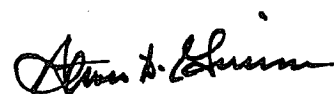
11:22 10 A. That's correct.

11:22 11 Q. Who would that have been?

11:22 12 A. Kristy Killinger.

11:22 13 Q. And then you would have been the escrow

**ATTACHMENT (f) TO 26**



CLERK OF THE COURT

IN THE FAMILY DIVISION  
OF THE EIGHTH JUDICIAL DISTRICT COURT  
IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA

CHRISTINA CALDERON STIPP,  
Plaintiff,

Case No. D-389203  
Dept No. M

MITCHELL DAVID STIPP,  
Defendant.

FINANCIAL DISCLOSURE FORM

Financial Statement of: Christina Calderon Stipp

Occupation: Stay-at-home caretaker

Employed by: N/A From: 2006 To: Present

Previously Employed by: Stipp Law Group From: 2005 To: 2008

Age & Date of Birth: 37 2/5/75

Level of Education: J.D.

Level of Disability, if Any: N/A

Marriage Date, If Applicable: July 18, 1997

Present Home Address: 11757 Feinberg Place, Las Vegas, NV 89138

How many adults (over 18) live with you? 0

How much do you receive from each of them each month? \_\_\_\_\_

I have paid my attorney a retainer of \$ 140,085.33 and her hourly rate is \$400.00 per hour

I am the X Plaintiff/Petitioner \_\_\_\_\_ Defendant/Respondent in the above action. I swear under penalty of perjury, that the contents of this Financial Disclosure Declaration are true to the best of my knowledge as of this date. I understand that by my signature I verify the material accuracy of the contents. I also understand that any willful misstatements may be contemptuous and could result in my punishment by the Court. I understand I have a duty to supplement this form upon discovering additional assets or debts or upon changed circumstances within 10 days of discovery.

I declare under penalty of perjury that the foregoing and following are true and correct.

Executed on 8/29/12 Signature Christina C. Stipp

I paid my previous attorney, Donn Prokopius a flat fee of \$15,000.00 in or about December 2009. I paid my current attorney a total of \$140,085.33 for work completed on my behalf in this and appellate actions commencing May 2010.

## PERSONAL INCOME SCHEDULE

### IF SELF-EMPLOYED OR BUSINESS OWNER PLEASE FILL IN THE BUSINESS INCOME/EXPENSE SCHEDULE

YOUR OWN INCOME( If paid weekly, multiply by 52 and divide by 12. If paid every two-weeks, multiply by 26 and divide by 12) Note: Attach copies of your three most recent pay stubs.

|    |                                                                                                                                                            |             |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1  | Average Gross Monthly Income from Employment (all employment income including salary \$ _____, bonuses \$ _____ overtime, \$ _____ tips and \$ _____ other | \$ 0.00     |
| 2  | Average Monthly Paycheck Deduction -Income Taxes                                                                                                           |             |
| 3  | Average Monthly Paycheck Deduction -Social Security                                                                                                        |             |
| 4  | Average Monthly Paycheck Deduction -Medicare                                                                                                               |             |
| 5  | Average Monthly Paycheck Deduction -Health Insurance                                                                                                       |             |
| 6  | Average Monthly Paycheck Deduction -Retirement Plan or 401(k)                                                                                              |             |
| 7  | Average Monthly Paycheck Deduction -Savings Account                                                                                                        |             |
| 8  | Average Monthly Paycheck Deduction(s) -Other                                                                                                               |             |
| 9  | Total Paycheck Deductions Per Month (Add lines 2-8 above)                                                                                                  |             |
| 10 | Average Net Monthly Income from Employment (Subtract line 9 from One 1)                                                                                    | \$ 0.00     |
| 11 | Monthly Spousal Support Awarded by a Court                                                                                                                 |             |
| 12 | Monthly Court-ordered or other/voluntary child support                                                                                                     | \$ 2,000.00 |
| 13 | Investment Income (Dividends, interest and capital gains)                                                                                                  | \$ 231.00   |
| 14 | Rental Income (Enter the Amount of Depreciation Claimed in Computing Rental Income)                                                                        | \$ 377.00   |
| 15 | Retirement Income Including Defined-Benefit Distributions, 401(k) Distributions, Military Retirement                                                       |             |
| 16 | Social Security Retirement                                                                                                                                 |             |
| 17 | Social Security Disability/Military Disability                                                                                                             |             |
| 18 | Supplemental Security Income (SSI)                                                                                                                         |             |
| 19 | Unemployment Benefits                                                                                                                                      |             |
| 20 | Workers Compensation Payments                                                                                                                              |             |
| 21 | Other Source of Income (Describe such as direct contribution from roommates, indirect payments from expenses)                                              |             |
| 22 | Total Other Income Per Month (Add lines 11-21)                                                                                                             | \$ 2,608.00 |
| 23 | TOTAL INCOME PER MONTH (Add lines 10 and 22)                                                                                                               | \$ 2,608.00 |

**PERSONAL EXPENSE SCHEDULE (NOTE: ALL EXPENSES LISTED BELOW SHOULD BE ON AN AVERAGE MONTHLY BASIS (annual payments divided by 12, semiannual payments divided by 6, and quarterly payments divided by 3))**

|    |                                                                                                                                                                                                                               |             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1  | Mortgage or Rent: 1st Mtg. \$1,788.00 taxes \$299.00 + Insurance \$46.00<br>+ 2nd Mtg. \$ + line of credit \$                                                                                                                 | \$ 2,133.00 |
| 2  | Utilities: Gas/Oil \$53.00 +Electricity \$217.00 +TV/Cable \$226.00 +Water \$104.00 +Garbage \$34.00                                                                                                                          | \$ 634.00   |
| 3  | Telephone: land line \$incl. +cellular \$175.00 + Internet \$incl. + fax \$ +other \$                                                                                                                                         | \$ 175.00   |
| 4  | Food, Groceries & Incidentals (not including entertainment or dining out) \$1,000.0                                                                                                                                           | \$ 1,000.00 |
| 5  | Transportation: monthly payment/lease \$587.00 + gas and oil \$278.00<br>+repairs and maintenance \$100.00 +tires \$ + insurance \$180.00 +license/registration \$64.00<br>+ parking \$ + public transportation \$ + other \$ | \$ 1,209.00 |
| 6  | House Maintenance: housekeeping \$346.00 + garden/lawn care \$200.00 + snow removal \$ + repairs & maintenance \$50.00 + other \$134.00                                                                                       | \$ 730.00   |
| 7  | Entertainment: dining out \$700.00 + movies, shows \$200.00 + music/videos \$20.00 +other \$                                                                                                                                  | \$ 920.00   |
| 8  | Dues, Memberships, Fees: Professional \$100.00 + memberships (health club, country club) \$below + homeowners \$40.00 fraternal \$ +business \$ +other \$                                                                     | \$ 140.00   |
| 9  | Health/exercise: clothing/shoes \$30.00 + fees/passes (health clubs etc.) \$142.00 +other \$20.00                                                                                                                             | \$ 192.00   |
| 10 | Clothing: Self \$300.00 + children \$600.00 + cleaning \$30.00                                                                                                                                                                | \$ 930.00   |
| 11 | Vacations \$                                                                                                                                                                                                                  | \$ 1,100.00 |
| 12 | Pet: Food \$20.00 + boarding \$ + healthcare \$30.00 + grooming \$ +other \$20.00                                                                                                                                             | \$ 70.00    |
| 13 | Healthcare: Insurance \$583.00 + unreimbursed; medical \$100.00<br>+ dental \$20.00 + orthodontic \$ + medications \$45.00<br>+ counseling \$100.00 +physical therapy \$ +chiropractic \$ +other \$                           | \$ 848.00   |
| 14 | Appearance: hair \$247.00 + nails \$65.00 + facials/massage \$160.00<br>+ cosmetics \$ + other \$                                                                                                                             | \$ 572.00   |
| 15 | Insurance Life \$210.00 + disability \$ + other \$                                                                                                                                                                            | \$ 210.00   |
| 16 | Books \$ + Newspapers \$ +Magazines \$                                                                                                                                                                                        | \$ 50.00    |
| 17 | Church/Charitable \$                                                                                                                                                                                                          | \$ 80.00    |
| 18 | Accounting & Tax Preparation                                                                                                                                                                                                  | \$ 70.00    |
| 19 | Support of Others: Ordered child support \$ + voluntary child support \$<br>Ordered spousal support \$ + elder care \$                                                                                                        |             |
| 20 | Miscellaneous: Gifts \$600.00 +storage \$ +flowers \$20.00<br>+savings \$ +lawyer fees = \$5,200.00 (1/10 - 6/12) +other \$                                                                                                   | \$ 5,820.00 |
| 21 | Education: Tuition, Books and Fees \$375.00 +extracurricular \$413.00<br>sports \$195.00 +music \$53.00 +other \$                                                                                                             | \$ 1,036.00 |
| 22 | Childcare: daycare \$ + preschool \$ +other \$                                                                                                                                                                                |             |
| 23 | Minimum charge card payments and other consumer/installment debt:<br>Credit card #1 \$ +credit card #2 \$ +credit card # 3 \$<br>+credit card # 4 \$ +credit card #5 \$ +other \$588.00                                       | \$ 588.00   |
| 24 | TOTAL MONTHLY EXPENSES (Add lines 1-23 above)                                                                                                                                                                                 | \$18,507.00 |

#21. If I add the amounts I paid to previous attorneys for post-divorce litigation, the monthly average expense for fees and costs is ~\$7,000.00 per month, and a total of \$250,000.00 paid to attorneys after reaching an "uncontested" divorce agreement with Mitch.

| INCOME/EXPENSE SUMMARY SCHEDULE                                                             |               |
|---------------------------------------------------------------------------------------------|---------------|
| Total Monthly Income from Personal Income<br>Schedule Line 23                               | \$ 2,608.00   |
| Add: Total average Net Monthly Income from Self-<br>Employment or Business Schedule Line 30 |               |
| Less Total Monthly Expenses from Personal<br>Expense Schedule Line 24                       | \$(18,507.00) |
| Net Monthly Income or (Loss)                                                                | \$(15,899.00) |

### ASSET AND DEBT SCHEDULE

NOTE: Please use additional asset and debt schedules  
Carry totals to this schedule if you need to list additional  
Assets and debts beyond the lines provided on this schedule

Note: In general, Separate Property is defined as that  
acquired before marriage or after marriage by  
inheritance or gift.

#### PROPERTY VALUE (LIST ALL ASSETS AND DEBTS AT CURRENT VALUE)

|    | ASSETS                                                                                                                                                                                                                | Total               | Comm. | Separate<br>Husband | Separate<br>Wife |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------|---------------------|------------------|
|    | CASH: Include last four numbers of the account and the name and location including brand of the institution including CDs.                                                                                            |                     |       |                     |                  |
| 1  | Wells Fargo Bank 5901                                                                                                                                                                                                 | \$116,797.00        |       |                     |                  |
| 2  | Bank of America 7563                                                                                                                                                                                                  | \$ 20,919.00        |       |                     |                  |
| 3  |                                                                                                                                                                                                                       |                     |       |                     |                  |
| 4  | <b>Subtotal</b>                                                                                                                                                                                                       | <b>\$137,716.00</b> |       |                     |                  |
|    | INVESTMENTS: Include mutual funds, stocks, bonds, brokerage accounts and other investments accounts. Provide the last four numbers of the account, and the name and location including the branch of the institution. |                     |       |                     |                  |
| 5  |                                                                                                                                                                                                                       |                     |       |                     |                  |
| 6  |                                                                                                                                                                                                                       |                     |       |                     |                  |
| 7  |                                                                                                                                                                                                                       |                     |       |                     |                  |
| 8  | <b>Subtotal</b>                                                                                                                                                                                                       |                     |       |                     |                  |
|    | BUSINESS INTERESTS: If you own all or part include. Indicate percentage of ownership here.                                                                                                                            | See below.          |       |                     |                  |
| 9  | CME Properties LLC (rental income/depreciation listed above at 1.14, page 2), Owned by Trust                                                                                                                          |                     |       |                     |                  |
| 10 |                                                                                                                                                                                                                       |                     |       |                     |                  |
| 11 | <b>Subtotal</b>                                                                                                                                                                                                       |                     |       |                     |                  |
|    | RECEIVABLES & DEPOSITS                                                                                                                                                                                                |                     |       |                     |                  |
| 12 |                                                                                                                                                                                                                       |                     |       |                     |                  |
| 13 | <b>Subtotal</b>                                                                                                                                                                                                       |                     |       |                     |                  |
|    | REAL PROPERTY: Provide common address and type of property, e.g. condominium, townhouse, single-family residence, commercial or retail.                                                                               |                     |       |                     |                  |
| 14 | 1005 Hickory Park St., Las Vegas, NV 89138 (Single family residence)                                                                                                                                                  | \$175,000.00        |       |                     |                  |



|    | ASSETS                                                                                                                                                                            | Total               | Comm. | Separate Husband | Separate Wife |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------|------------------|---------------|
| 15 | 913 Hickory Park St., Las Vegas, NV 89138 (Single family residence) (both properties owned by CME Properties, Series 1 and 2, LLC, respectively, which is owned by Trust)         | \$200,000.00        |       |                  |               |
| 16 | 11757 Feinberg Place, Las Vegas, NV 89138                                                                                                                                         | \$275,000.00        |       |                  |               |
| 17 |                                                                                                                                                                                   |                     |       |                  |               |
| 18 | <b>Subtotal</b>                                                                                                                                                                   | <b>\$650,000.00</b> |       |                  |               |
|    | <b>AUTOS &amp; RECREATIONAL VEHICLES:</b><br>Provide make, model, mileage, and vehicle identification number.                                                                     |                     |       |                  |               |
| 19 | 2010 Acura MDX (30,000 miles)                                                                                                                                                     | Lease               |       |                  |               |
| 20 |                                                                                                                                                                                   |                     |       |                  |               |
| 21 |                                                                                                                                                                                   |                     |       |                  |               |
| 22 |                                                                                                                                                                                   |                     |       |                  |               |
| 23 |                                                                                                                                                                                   |                     |       |                  |               |
| 24 | <b>Subtotal</b>                                                                                                                                                                   | <b>\$0.00</b>       |       |                  |               |
|    | <b>PERSONAL PROPERTY:</b> Provide information on furniture, electronics, household good, tools, computers, artwork, precious metals and jewelry having value of \$500 or greater. |                     |       |                  |               |
| 25 | Household goods, computer, jewelry                                                                                                                                                | \$10,000.00         |       |                  |               |
| 26 |                                                                                                                                                                                   |                     |       |                  |               |
| 27 |                                                                                                                                                                                   |                     |       |                  |               |
| 28 |                                                                                                                                                                                   |                     |       |                  |               |
| 29 |                                                                                                                                                                                   |                     |       |                  |               |
| 30 |                                                                                                                                                                                   |                     |       |                  |               |
| 31 |                                                                                                                                                                                   |                     |       |                  |               |
| 32 |                                                                                                                                                                                   |                     |       |                  |               |
| 33 |                                                                                                                                                                                   |                     |       |                  |               |
| 34 |                                                                                                                                                                                   |                     |       |                  |               |
| 35 | <b>Subtotal</b>                                                                                                                                                                   | <b>\$10,000.00</b>  |       |                  |               |

|    | ASSETS                                                                                                                                                              | Total               | Comm. | Separate<br>Husband | Separate<br>Wife |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------|---------------------|------------------|
|    | <b>CASH VALUE OF LIFE INSURANCE:</b><br>Provide information on any loans against<br>the cash value of a life insurance policy.                                      |                     |       |                     |                  |
| 36 |                                                                                                                                                                     |                     |       |                     |                  |
| 37 |                                                                                                                                                                     |                     |       |                     |                  |
| 38 |                                                                                                                                                                     |                     |       |                     |                  |
| 39 | <b>Subtotal</b>                                                                                                                                                     |                     |       |                     |                  |
|    | <b>RETIREMENT ACCOUNTS:</b> Provide the<br>name of the account, account number, an<br>administrator. Provide any information on<br>loans against retirement assets. |                     |       |                     |                  |
| 39 | <b>401k</b>                                                                                                                                                         | <b>\$70,134.00</b>  |       |                     |                  |
| 40 |                                                                                                                                                                     |                     |       |                     |                  |
| 41 |                                                                                                                                                                     |                     |       |                     |                  |
| 42 |                                                                                                                                                                     |                     |       |                     |                  |
| 43 | <b>Subtotal</b>                                                                                                                                                     | <b>\$70,134.00</b>  |       |                     |                  |
|    |                                                                                                                                                                     |                     |       |                     |                  |
|    |                                                                                                                                                                     |                     |       |                     |                  |
| 44 | <b>TOTAL ASSETS (add lines 4, 8, 11,<br/>12, 18, 24, 35, 38 and 43)</b>                                                                                             | <b>\$867,850.00</b> |       |                     |                  |

**DEBT**

|    | LONG TERM DEBT. Provide<br>information and mortgages, notes &<br>deeds of trust, home equity loans and<br>lines of credit, and automobile,<br>recreational vehicle loans and leases | TOTAL               | COMM. | Separate<br>Husband | Separate<br>Wife |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------|---------------------|------------------|
| 45 | Wells Fargo Bank Mortgage                                                                                                                                                           | \$312,000.00        |       |                     |                  |
| 46 | Acura MDX Lease (\$587.26 x<br>eight months left)                                                                                                                                   | \$ 4,696.00         |       |                     |                  |
| 47 | Honda Financial                                                                                                                                                                     | Lease               |       |                     |                  |
| 48 |                                                                                                                                                                                     |                     |       |                     |                  |
| 49 |                                                                                                                                                                                     |                     |       |                     |                  |
| 50 | <b>Subtotal</b>                                                                                                                                                                     | <b>\$316,696.00</b> |       |                     |                  |

|    |                                                                                                                                                                        |                     |  |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--|--|--|
|    | <b>OTHER DEBT:</b> Charge accounts, credit cards, medical debts, and other short-term debts. Provide the name of the lender, and the last four numbers of the account. |                     |  |  |  |
| 51 |                                                                                                                                                                        |                     |  |  |  |
| 52 |                                                                                                                                                                        |                     |  |  |  |
| 53 |                                                                                                                                                                        |                     |  |  |  |
| 54 |                                                                                                                                                                        |                     |  |  |  |
| 55 |                                                                                                                                                                        |                     |  |  |  |
| 56 |                                                                                                                                                                        |                     |  |  |  |
| 57 |                                                                                                                                                                        |                     |  |  |  |
| 58 |                                                                                                                                                                        |                     |  |  |  |
| 59 | <b>Subtotal</b>                                                                                                                                                        |                     |  |  |  |
|    |                                                                                                                                                                        |                     |  |  |  |
| 60 | <b>TOTAL DEBT (add lines 50 and 59)</b>                                                                                                                                | <b>\$316,696.00</b> |  |  |  |
|    |                                                                                                                                                                        |                     |  |  |  |
| 61 | <b>NET WORTH (TOTAL ASSETS, line 44 MINUS TOTAL DEBT, line 60)</b>                                                                                                     | <b>\$515,154.00</b> |  |  |  |

**BUSINESS INCOME/EXPENSE SCHEDULE**  
(Skip this schedule if you are not self-employed or do not own a business)

**AMOUNT PER MONTH**

|    |                                                                                                                                                                                                                                         |                                                                                     |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1  | Average Monthly Gross Receipts from Self-Employment, Business or Businesses                                                                                                                                                             | CME Properties, LLC (see II.14-18, page 5, and I.14, page 2 owns rental properties) |
| 2  | Cost of Sales or Cost of Goods Sold (if applicable)                                                                                                                                                                                     |                                                                                     |
| 3  | Gross Profit (Subtract Line 2 and Line 1)                                                                                                                                                                                               |                                                                                     |
| 4  | Advertising                                                                                                                                                                                                                             |                                                                                     |
| 5  | Car and Truck                                                                                                                                                                                                                           |                                                                                     |
| 6  | Commissions and fees                                                                                                                                                                                                                    |                                                                                     |
| 7  | Deductible meals                                                                                                                                                                                                                        |                                                                                     |
| 8  | Depletion                                                                                                                                                                                                                               |                                                                                     |
| 9  | Depreciation and section 179                                                                                                                                                                                                            |                                                                                     |
| 10 | Employee benefit programs                                                                                                                                                                                                               |                                                                                     |
| 11 | Entertainment                                                                                                                                                                                                                           |                                                                                     |
| 12 | Insurance (other than health)                                                                                                                                                                                                           |                                                                                     |
| 13 | Interest                                                                                                                                                                                                                                |                                                                                     |
| 14 | Legal and professional                                                                                                                                                                                                                  |                                                                                     |
| 15 | Mortgage on building or office space (paid to banks, etc.)                                                                                                                                                                              |                                                                                     |
| 16 | Office expense                                                                                                                                                                                                                          |                                                                                     |
| 17 | Other                                                                                                                                                                                                                                   |                                                                                     |
| 18 | Pension and profit-sharing plans                                                                                                                                                                                                        |                                                                                     |
| 19 | Rent                                                                                                                                                                                                                                    |                                                                                     |
| 20 | Repairs and maintenance                                                                                                                                                                                                                 |                                                                                     |
| 21 | Supplies                                                                                                                                                                                                                                |                                                                                     |
| 22 | Taxes and licenses                                                                                                                                                                                                                      |                                                                                     |
| 23 | Travel                                                                                                                                                                                                                                  |                                                                                     |
| 24 | Meals                                                                                                                                                                                                                                   |                                                                                     |
| 25 | Utilities                                                                                                                                                                                                                               |                                                                                     |
| 26 | Wages                                                                                                                                                                                                                                   |                                                                                     |
| 27 | Total Business Expenses per Month including Cost of Sales (Add Lines 4 -26)                                                                                                                                                             |                                                                                     |
| 28 | Average Gross Monthly Income from Self-Employment or Business (Subtract Line 27 from Line 3)                                                                                                                                            |                                                                                     |
| 29 | Average Estimated Tax Payments on a Monthly Basis (Estimated Tax Payments are made on a quarterly basis. As a result, the required quarterly payment would be divided by three to calculate the average monthly estimated tax payment). |                                                                                     |
| 30 | Average Net Monthly Income from Self-Employment or Business (Subtract Line 29 from Line 28)                                                                                                                                             |                                                                                     |



**ATTACHMENT (g) TO 26**

CODE: FDF

Radford J. Smith, Esq.  
Nevada Bar No. 002791  
Radford J. Smith, Chtd.  
64 N. Pecos Rd., #700, Henderson, NV 89074  
Attorney For Mitchell D. Stipp

IN THE FAMILY DIVISION  
OF THE Eighth JUDICIAL DISTRICT COURT  
IN AND FOR THE COUNTY OF Clark, STATE OF NEVADA

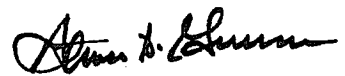
Christina Calderon Stipp

Plaintiff or Petitioner

Mitchell David Stipp

Defendant or Respondent

Case No. D-08-389203-7  
Electronically Filed  
M 09/14/2012 09:40:45 AM  
Dept. No.



CLERK OF THE COURT

FINANCIAL DISCLOSURE FORM

Financial Statement of: Mitchell David Stipp  
First name Middle Last name

Occupation: Attorney

Employed by: Field Law, Ltd. (Of Counsel/Independent Contractor) From: 4/12 To: Present

Previously Employed by: MSJM Advisors, LLC From: 7/08 To: 4/12

Age & Date of Birth: 37; April 1, 1975

Level of Education: Juris Doctor

Level of Disability, if Any: None

Marriage Date, If Applicable: 10.08.08 to Amy Stipp

Present Home Address: 7 Morning Sky Lane, Las Vegas, Nevada 89135

How many adults (over 18) live with you? 1

How much do you receive from each of them each month? 0

I have paid my attorney a retainer of \$ 0; and his/her hourly rate is \$ 400.00

I am the Plaintiff/Petitioner ☒ Defendant/Respondent in the above action. I swear under penalty of perjury, that the contents of this Financial Disclosure Declaration are true to the best of my knowledge as of this date. I understand that by my signature I verify the material accuracy of the contents. I also understand that any willful misstatements may be contemptuous and could result in my punishment by the Court. I understand I have a duty to supplement this form upon discovering additional assets or debts or upon changed circumstances within 10 days of discovery.

I declare under penalty of perjury that the foregoing and following are true and correct.

Executed on 9/11/2012

Signature 

| <b>PERSONAL INCOME SCHEDULE</b><br><b>IF SELF-EMPLOYED OR BUSINESS OWNER PLEASE FILL IN THE BUSINESS INCOME/EXPENSE SCHEDULE</b>    |                                                                                                                                                                                                |                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| YOUR OWN INCOME                                                                                                                     |                                                                                                                                                                                                | AMOUNT                                                  |
| <b>EMPLOYMENT INCOME</b> (if paid weekly multiply by 52 and divide by 12; if paid every two weeks, multiply by 26 and divide by 12) |                                                                                                                                                                                                | NOTE: ATTACH COPIES OF YOUR THREE MOST RECENT PAY STUBS |
| 1                                                                                                                                   | Average Gross Monthly Income from Employment (all employment income including salary \$ _____ + bonuses \$ _____ + overtime \$ _____ + commissions \$ _____ + tips \$ _____ + other \$ _____ = | 0                                                       |
| 2                                                                                                                                   | Average Monthly Paycheck Deduction – Income Taxes                                                                                                                                              |                                                         |
| 3                                                                                                                                   | Average Monthly Paycheck Deduction – Social Security                                                                                                                                           |                                                         |
| 4                                                                                                                                   | Average Monthly Paycheck Deduction – Medicare                                                                                                                                                  |                                                         |
| 5                                                                                                                                   | Average Monthly Paycheck Deduction – Health Insurance                                                                                                                                          |                                                         |
| 6                                                                                                                                   | Average Monthly Paycheck Deduction – Retirement Plan or 401(k)                                                                                                                                 |                                                         |
| 7                                                                                                                                   | Average Monthly Paycheck Deduction – Savings Account                                                                                                                                           |                                                         |
| 8                                                                                                                                   | Average Monthly Paycheck Deduction(s) – Other                                                                                                                                                  |                                                         |
| 9                                                                                                                                   | Total Paycheck Deductions Per Month (Add lines 2-8 above)                                                                                                                                      | 0                                                       |
| 10                                                                                                                                  | Average Net Monthly Income from Employment (Subtract line 9 from line 1)                                                                                                                       | 0                                                       |
| <b>OTHER INCOME</b>                                                                                                                 |                                                                                                                                                                                                |                                                         |
| 11                                                                                                                                  | Monthly Spousal Support/Alimony Awarded by a Court                                                                                                                                             |                                                         |
| 12                                                                                                                                  | Monthly Child Support: court ordered \$ _____ + other/voluntary child support \$ _____ =                                                                                                       |                                                         |
| 13                                                                                                                                  | Investment Income (Dividends, interest and capital gains)                                                                                                                                      |                                                         |
| 14                                                                                                                                  | Rental Income (Enter the Amount of Depreciation Claimed in Computing Rental Income Here: \$ _____)                                                                                             |                                                         |
| 15                                                                                                                                  | Retirement Income Including Defined-Benefit Distributions, 401(k) Distributions, military retirement                                                                                           |                                                         |
| 16                                                                                                                                  | Social Security Retirement                                                                                                                                                                     |                                                         |
| 17                                                                                                                                  | Social Security Disability/military disability                                                                                                                                                 |                                                         |
| 18                                                                                                                                  | Supplemental Security Income (SSI)                                                                                                                                                             |                                                         |
| 19                                                                                                                                  | Unemployment Benefits                                                                                                                                                                          |                                                         |
| 20                                                                                                                                  | Workers Compensation Payments                                                                                                                                                                  |                                                         |
| 21                                                                                                                                  | Other Sources of Income (Describe: such as direct contributions from roommates or indirect payment of expenses by roommates)                                                                   |                                                         |
| 22                                                                                                                                  | Total Other Income Per Month (Add lines 11-21)                                                                                                                                                 | 0                                                       |
| 23                                                                                                                                  | <b>TOTAL INCOME PER MONTH</b> (Add lines 10 and 22)                                                                                                                                            | 0                                                       |



Case No. D-06-309203-Z  
 Dept. No. M

| PERSONAL EXPENSE SCHEDULE (NOTE: ALL EXPENSES LISTED BELOW SHOULD BE ON AN AVERAGE MONTHLY BASIS annual payments divided by 12, semiannual payments divided by 6, and quarterly payments divided by 3) |                                                                                                                                                                                                                           | TOTAL AMOUNT       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1                                                                                                                                                                                                      | Mortgage or Rent: 1st Mtg. \$ 0 + 2nd Mtg. \$ 0 + line of credit \$ 0 + taxes \$ 0 + insurance 0 =                                                                                                                        | 0                  |
| 2                                                                                                                                                                                                      | Utilities: Gas/Oil \$ 204.42 + electricity \$ 777.75 + TV/cable \$ 345.30 + water & 166.19 + garbage 21.74 =                                                                                                              | \$1,515.40         |
| 3                                                                                                                                                                                                      | Telephone: landline \$ See TV/Cable + cellular \$ 248.82 + Internet \$ See TV/Cable + fax \$ See TV/Cable + other \$ 0 =                                                                                                  | \$248.82           |
| 4                                                                                                                                                                                                      | Food, Groceries & Incidentals (not including entertainment or dining out)                                                                                                                                                 | \$800.00           |
| 5                                                                                                                                                                                                      | Transportation: monthly payment/lease \$ 0 + gas and oil \$100.00 + repairs and maintenance, tires \$ 0 + insurance \$ 575.19 + license/registration \$ 195.42 + parking \$ 0 + public transportation \$ 0 + other \$ 0 = | \$870.61           |
| 6                                                                                                                                                                                                      | House Maintenance: housekeeping \$ 0 + garden/lawn care \$ 300.00 + snow removal \$ 0 + repairs & maintenance \$ 0 + other \$ 165.00 =                                                                                    | \$465.00           |
| 7                                                                                                                                                                                                      | Entertainment: dining out \$ 250.00 + movies, shows \$ 0 + music/videos \$ 0 + other \$ 0 =                                                                                                                               | \$250.00           |
| 8                                                                                                                                                                                                      | Dues, Memberships, Fees: Professional \$ 41.67 + memberships (health club, country club) \$ 324.35 + homeowners \$ 0 + fraternal \$ 0 + business \$ 0 + other \$ 0 =                                                      | \$366.02           |
| 9                                                                                                                                                                                                      | Health/exercise: clothing/shoes \$ 0 + fees/passes (health clubs etc.) \$ 0 + other \$ 0 =                                                                                                                                | \$0.00             |
| 10                                                                                                                                                                                                     | Clothing: self \$ 50.00 + children \$ 150.00 + cleaning \$ 0 =                                                                                                                                                            | \$200.00           |
| 11                                                                                                                                                                                                     | Vacations                                                                                                                                                                                                                 | \$1,000.00         |
| 12                                                                                                                                                                                                     | Pets: Food \$ 0 + boarding \$ 0 + healthcare \$ 0 + grooming \$ 0 + other \$ 0 =                                                                                                                                          | \$0.00             |
| 13                                                                                                                                                                                                     | Healthcare: Insurance \$ 614.00 + unreimbursed; medical \$ 50.00 + dental \$ 75.00 + orthodontic \$ 0 + medications \$ 150.00 + counseling \$ 0 + physical therapy \$ 0 + chiropractic \$ 0 + other \$ 0 =                | \$889.00           |
| 14                                                                                                                                                                                                     | Appearance: hair \$ 12.00 + nails \$ 0 + facials/massage \$ 0 + cosmetics \$ 0 + other \$ 0 =                                                                                                                             | \$12.00            |
| 15                                                                                                                                                                                                     | Insurance: life \$ 89.33 + disability \$ 0 + other \$ 0 =                                                                                                                                                                 | \$89.33            |
| 16                                                                                                                                                                                                     | Books, Newspapers & Magazines                                                                                                                                                                                             | \$0.00             |
| 17                                                                                                                                                                                                     | Church/Charitable                                                                                                                                                                                                         | \$0.00             |
| 18                                                                                                                                                                                                     | Accounting & Tax Preparation                                                                                                                                                                                              | \$0.00             |
| 19                                                                                                                                                                                                     | Support of Others: Ordered Child Support \$ 2,000.00 + voluntary child support \$ 0 + court-ordered spousal support \$ 0 + eldercare \$ 0 =                                                                               | \$2,000.00         |
| 20                                                                                                                                                                                                     | Miscellaneous: Gifts \$ 0 + storage \$ 0 + flowers \$ 0 + savings \$ 0 + Lawyers fees \$ 89.93 + other \$ 0 =                                                                                                             | \$89.93            |
| 21                                                                                                                                                                                                     | Education: Tuition, Books & Fees \$ 250.00 + extracurricular \$ 200.00 + sports \$ 200.00 + music \$ 50.00 + other \$ 0 =                                                                                                 | \$700.00           |
| 22                                                                                                                                                                                                     | Childcare: day care \$ 0 + preschool \$ 587.50 + other \$ 0 =                                                                                                                                                             | \$587.50           |
| 23                                                                                                                                                                                                     | Minimum Charge Card Payments and other consumer/installment debt: credit card #1 \$ 0 + credit card #2 \$ 0 + credit card #3 \$ 0 + credit card #4 \$ 0 + other debt \$ 744.64 =                                          | \$744.64           |
| 24                                                                                                                                                                                                     | <b>TOTAL MONTHLY EXPENSES (Add lines 1-23 above)</b>                                                                                                                                                                      | <b>\$10,828.25</b> |

## **INCOME/EXPENSE SUMMARY SCHEDULE**

|                                                                                                |                     |
|------------------------------------------------------------------------------------------------|---------------------|
| <b>Total Monthly Income from Personal Income Schedule Line 23</b>                              | <b>0</b>            |
| <b>Add: Total Average Net Monthly Income from Self-Employment or Business Schedule Line 30</b> | <b>5,833.33</b>     |
| <b>Less: Total Monthly Expenses from Personal Expense Schedule line 24</b>                     | <b>\$10,828.25</b>  |
| <b>Net Monthly Income or (Loss)</b>                                                            | <b>(\$4,994.92)</b> |

| ASSET AND DEBT SCHEDULE                                                                                                                                                                                               |                                                     |                                                             |             |             |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------|-------------|-------------|------|
| NOTE: PLEASE USE ADDITIONAL ASSET AND DEBT SCHEDULES, AND CARRY TOTALS TO THIS SCHEDULE IF YOU NEED TO LIST ADDITIONAL ASSETS AND DEBTS BEYOND THE LINES PROVIDED ON THIS SCHEDULE.                                   |                                                     | PROPERTY VALUE (List all assets and debts @ current values) |             |             |      |
| Note: In general, Separate Property is defined as that acquired before marriage, or after marriage by gift or inheritance.                                                                                            |                                                     |                                                             | COMMUNITY   | SEPARATE    |      |
|                                                                                                                                                                                                                       |                                                     | TOTAL                                                       |             | HUSBAND     | WIFE |
| <b>ASSETS</b>                                                                                                                                                                                                         |                                                     |                                                             |             |             |      |
| CASH: Include the last four numbers of the account, and the name and location including the branch of the institution, including CDs.                                                                                 |                                                     |                                                             |             |             |      |
| 1                                                                                                                                                                                                                     | Wells Fargo, N.A. (#6434) Las Vegas, Nevada         |                                                             | \$45,899.63 |             |      |
| 2                                                                                                                                                                                                                     | Wells Fargo, N.A. (#9089) Las Vegas, Nevada         |                                                             |             | \$500.02    |      |
| 3                                                                                                                                                                                                                     |                                                     |                                                             |             |             |      |
| 4                                                                                                                                                                                                                     | Subtotal                                            |                                                             | \$45,899.63 | \$500.02    |      |
| INVESTMENTS: Include mutual funds, stocks, bonds, brokerage accounts, and other investment accounts. Provide the last four numbers of the account, and the name and location including the branch of the institution. |                                                     |                                                             |             |             |      |
| 5                                                                                                                                                                                                                     |                                                     |                                                             |             |             |      |
| 6                                                                                                                                                                                                                     |                                                     |                                                             |             |             |      |
| 7                                                                                                                                                                                                                     |                                                     |                                                             |             |             |      |
| 8                                                                                                                                                                                                                     | Subtotal                                            |                                                             |             |             |      |
| BUSINESS INTERESTS: If you own all or part include. Indicate percentage of ownership here.                                                                                                                            |                                                     |                                                             |             |             |      |
| 9                                                                                                                                                                                                                     |                                                     |                                                             |             |             |      |
| 10                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 11                                                                                                                                                                                                                    | Subtotal                                            |                                                             |             |             |      |
| RECEIVABLES & DEPOSITS                                                                                                                                                                                                |                                                     |                                                             |             |             |      |
| 12                                                                                                                                                                                                                    | Christina Calderon-Slipp (\$3,742.58 less \$997.00) |                                                             |             | \$2,745.58  |      |
| 13                                                                                                                                                                                                                    | Subtotal                                            |                                                             |             | \$2,745.58  |      |
| REAL PROPERTY: Provide common address and type of property, e.g., condominium, townhouse, single-family residence, commercial or retail.                                                                              |                                                     |                                                             |             |             |      |
| 14                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 15                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 16                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 17                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 18                                                                                                                                                                                                                    | Subtotal                                            |                                                             |             |             |      |
| AUTOS & RECREATIONAL VEHICLES: Provide make, model, mileage, and vehicle identification number.                                                                                                                       |                                                     |                                                             |             |             |      |
| 19                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 20                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 21                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 22                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 23                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 24                                                                                                                                                                                                                    | Subtotal                                            |                                                             |             |             |      |
| PERSONAL PROPERTY: Provide information on furniture, electronics, household goods, tools, computers, artwork, precious metals and jewelry having value of \$500 or greater.                                           |                                                     |                                                             |             |             |      |
| 25                                                                                                                                                                                                                    | Jewelry                                             |                                                             |             | \$10,000.00 |      |
| 26                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 27                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 28                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 29                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 30                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 31                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 32                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 32                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 34                                                                                                                                                                                                                    |                                                     |                                                             |             |             |      |
| 35                                                                                                                                                                                                                    | Subtotal                                            |                                                             |             | \$10,000.00 |      |

Case No. D-06-369203-Z  
 Dept. No. M

| ASSET AND DEBT SCHEDULE                                                                                                                                                             |                                                             |                                                             |             |               |      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|-------------|---------------|------|
| NOTE: PLEASE USE ADDITIONAL ASSET AND DEBT SCHEDULES, AND CARRY TOTALS TO THIS SCHEDULE IF YOU NEED TO LIST ADDITIONAL ASSETS AND DEBTS BEYOND THE LINES PROVIDED ON THIS SCHEDULE. |                                                             | PROPERTY VALUE (List all assets and debts @ current values) |             |               |      |
| Note: In general, Separate Property is defined as that acquired before marriage, or after marriage by gift or inheritance.                                                          |                                                             |                                                             | COMMUNITY   | SEPARATE      |      |
|                                                                                                                                                                                     |                                                             | TOTAL                                                       |             | HUSBAND       | WIFE |
| CASH VALUE OF LIFE INSURANCE. Provide information on any loans against the cash surrender value of a life insurance policy.                                                         |                                                             |                                                             |             |               |      |
| 36                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 37                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 38                                                                                                                                                                                  | Subtotal                                                    |                                                             |             |               |      |
| RETIREMENT ACCOUNTS. Provide the name of the account, account number, an administrator. Provide any information on loans against retirement assets.                                 |                                                             |                                                             |             |               |      |
| 39                                                                                                                                                                                  | Wells Fargo, N.A. (#0965)                                   |                                                             |             | \$138,580.31  |      |
| 40                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 41                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 42                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 43                                                                                                                                                                                  | Subtotal                                                    |                                                             |             |               |      |
| 44                                                                                                                                                                                  | TOTAL ASSETS (add Lines 4,8,11,13,18,24,35,38 and 43)       |                                                             | \$45,899.63 | \$151,805.91  |      |
| DEBT                                                                                                                                                                                |                                                             |                                                             |             |               |      |
| LONG TERM DEBT. Provide information on mortgages, notes & deeds of trust, home equity loans and lines of credit, and automobile, recreational vehicle loans and leases.             |                                                             |                                                             |             |               |      |
| 45                                                                                                                                                                                  | Lines of Credit                                             |                                                             |             | \$197,761.65  |      |
| 46                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 47                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 48                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 49                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 50                                                                                                                                                                                  | Subtotal                                                    |                                                             |             | \$197,761.65  |      |
| OTHER DEBT. Charge accounts, credit cards, medical debts, and other short-term debts. Provide the name of the lender, and the last four numbers of the account.                     |                                                             |                                                             |             |               |      |
| 51                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 52                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 53                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 54                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 55                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 56                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 57                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 58                                                                                                                                                                                  |                                                             |                                                             |             |               |      |
| 59                                                                                                                                                                                  | Subtotal                                                    |                                                             |             |               |      |
| 60                                                                                                                                                                                  | TOTAL DEBT (add lines 50 and 59)                            |                                                             |             | \$197,761.65  |      |
| 61                                                                                                                                                                                  | NET WORTH (TOTAL ASSETS, line 44 MINUS TOTAL DEBT, line 60) |                                                             | \$45,899.63 | (\$45,955.74) |      |

| <b>BUSINESS INCOME/EXPENSE SCHEDULE</b><br>(Skip this schedule if you are not self-employed or do not own a business) |                                                                                                                                                                                                                                         | <b>AMOUNT PER MONTH</b> |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1                                                                                                                     | Average Monthly Gross Receipts from Self-Employment, Business or Businesses                                                                                                                                                             | \$5,833.33              |
| 2                                                                                                                     | Cost of Sales or Cost of Goods Sold (if applicable)                                                                                                                                                                                     |                         |
| 3                                                                                                                     | Gross Profit (Subtract Line 2 from Line 1)                                                                                                                                                                                              | \$5,833.33              |
| 4                                                                                                                     | Advertising                                                                                                                                                                                                                             |                         |
| 5                                                                                                                     | Car and truck                                                                                                                                                                                                                           |                         |
| 6                                                                                                                     | Commissions and fees                                                                                                                                                                                                                    |                         |
| 7                                                                                                                     | Deductible meals                                                                                                                                                                                                                        |                         |
| 8                                                                                                                     | Depletion                                                                                                                                                                                                                               |                         |
| 9                                                                                                                     | Depreciation and section 179                                                                                                                                                                                                            |                         |
| 10                                                                                                                    | Employee benefit programs                                                                                                                                                                                                               |                         |
| 11                                                                                                                    | Entertainment                                                                                                                                                                                                                           |                         |
| 12                                                                                                                    | Insurance (other than health)                                                                                                                                                                                                           |                         |
| 13                                                                                                                    | Interest                                                                                                                                                                                                                                |                         |
| 14                                                                                                                    | Legal and professional                                                                                                                                                                                                                  |                         |
| 15                                                                                                                    | Mortgage on building or office space (paid to banks, etc.)                                                                                                                                                                              |                         |
| 16                                                                                                                    | Office expense                                                                                                                                                                                                                          |                         |
| 17                                                                                                                    | Other                                                                                                                                                                                                                                   |                         |
| 18                                                                                                                    | Pension and profit-sharing plans                                                                                                                                                                                                        |                         |
| 19                                                                                                                    | Rent                                                                                                                                                                                                                                    |                         |
| 20                                                                                                                    | Repairs and maintenance                                                                                                                                                                                                                 |                         |
| 21                                                                                                                    | Supplies                                                                                                                                                                                                                                |                         |
| 22                                                                                                                    | Taxes and licenses                                                                                                                                                                                                                      |                         |
| 23                                                                                                                    | Travel                                                                                                                                                                                                                                  |                         |
| 24                                                                                                                    | Meals                                                                                                                                                                                                                                   |                         |
| 25                                                                                                                    | Utilities                                                                                                                                                                                                                               |                         |
| 26                                                                                                                    | Wages                                                                                                                                                                                                                                   |                         |
| 27                                                                                                                    | Total Business Expenses Per Month Including Cost of Sales (Add Lines 4-26)                                                                                                                                                              | 0                       |
| 28                                                                                                                    | Average Gross Monthly Income from Self-Employment or Business (Subtract Line 27 from Line 3)                                                                                                                                            | \$5,833.33              |
| 29                                                                                                                    | Average Estimated Tax Payments on a Monthly Basis (Estimated Tax Payments are made on a quarterly basis. As a result, the required quarterly payment would be divided by three to calculate the average monthly estimated tax payment.) | 0                       |
| 30                                                                                                                    | Average Net Monthly Income from Self-Employment or Business (Subtract Line 29 from Line 28)                                                                                                                                             | \$5,833.33              |

**ATTACHMENT (h) TO 26**

1 **NEOJ**

2 **RADFORD J. SMITH, CHARTERED**

3 **RADFORD J. SMITH, ESQ.**

4 Nevada State Bar No. 002791

5 64 N. Pecos Road, Suite 700

6 Henderson, Nevada 89074

7 T: (702) 990-6448

8 F: (702) 990-6456

9 rsmith@radfordsmith.com

10 **MITCHELL D. STIPP, ESQ.**

11 Nevada Bar No. 007531

12 7 Morning Sky Lane

13 Las Vegas, Nevada 89135

14 T: (702) 378-1907

15 F: (702) 483-6283

16 Mitchell.Stipp@yahoo.com

17 *Attorneys for Defendant*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 **CHRISTINA CALDERON STIPP,**

21 Plaintiff,

22 vs.

23 **MITCHELL DAVID STIPP,**

24 Defendant.

CASE NO.: D-08-389203-Z

DEPT NO.: M

**FAMILY DIVISION**

25 **NOTICE OF ENTRY OF ORDER**

26 DATE OF HEARING: September 25, 2012

27 TIME OF HEARING: 1:30 p.m.

28 PLEASE TAKE NOTICE that on the 9<sup>th</sup> day of November, 2012, the Honorable William S.

...

...

...

...

1 Potter entered an ORDER FROM HEARING ON PLAINTIFF'S MOTION FOR ORDER TO SHOW  
2 CAUSE AND BE ENFORCED AGAINST DEFENDANT, COMPEL DEFENDANT'S COMPLIANCE  
3 WITH COURT ORDERS, REDUCE ARREARS DUE BY DEFENDANT TO JUDGMENT, REVIEW  
4 DEFENDANT'S CHILD SUPPORT OBLIGATION, AND FOR ATTORNEY'S FEES;  
5 DEFENDANT'S OPPOSITION AND COUNTERMOTION FOR MEDIATION OF PARENTING  
6 ISSUES, A RESTRAINING ORDER TO PREVENT DISCLOSURE TO THIRD-PARTIES OF  
7 FINANCIAL DATA RELATED TO CHILD SUPPORT REVIEW, AND FOR ATTORNEY'S FEES  
8 AND SANCTIONS, a copy of which is attached hereto.

9 Dated this 9<sup>th</sup> day of November, 2012.

10 RADFORD J. SMITH, CHARTERED

11  
12 Garima Varshney  
13 RADFORD J. SMITH, ESQ. 11878  
14 Nevada Bar No. 002791  
15 64 N. Pecos Road, Suite 700  
Henderson, Nevada 89074  
Attorney for Defendant



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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with the Firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "NOTICE OF ENTRY OF ORDER" on this 9<sup>th</sup> day of November, 2012, to all interested parties as follows:

☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

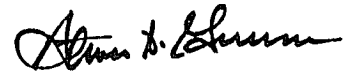
☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

Patricia L. Vaccarino, Esq.  
8861 West Sahara Avenue, #210  
Las Vegas, Nevada 89117  
Attorney for Plaintiff

  
\_\_\_\_\_  
An employee of Radford J. Smith, Chartered



CLERK OF THE COURT

**ORDR**

RADFORD J. SMITH, CHARTERED  
RADFORD J. SMITH, ESQ.  
Nevada Bar No. 002791  
64 N. Pecos Road, Suite 700  
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MITCHELL D. STIPP, ESQ.  
Nevada Bar No. 007531  
7 Morning Sky Lane  
Las Vegas, Nevada 89135  
T: (702) 378-1907  
F: (702) 483-6283  
Email: Mitchell.Stipp@yahoo.com

Attorneys for Defendant

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CHRISTINA STIPP,

Plaintiff,

v.

MITCHELL STIPP,

Defendant.

CASE NO.: D-08-389203-Z

DEPT NO.: M

FAMILY DIVISION

DATE OF HEARING: September 25, 2012

TIME OF HEARING: 1:30 p.m.

**ORDER FROM HEARING ON PLAINTIFF'S MOTION FOR ORDER TO SHOW CAUSE  
AND BE ENFORCED AGAINST DEFENDANT, COMPEL DEFENDANT'S COMPLIANCE  
WITH COURT ORDERS, REDUCE ARREARS DUE BY DEFENDANT TO JUDGMENT,  
REVIEW DEFENDANT'S CHILD SUPPORT OBLIGATION, AND FOR ATTORNEY'S FEES;  
DEFENDANT'S OPPOSITION AND COUNTERMOTION FOR MEDIATION OF  
PARENTING ISSUES, A RESTRAINING ORDER TO PREVENT DISCLOSURE TO THIRD-  
PARTIES OF FINANCIAL DATA RELATED TO CHILD SUPPORT REVIEW, AND FOR  
ATTORNEY'S FEES AND SANCTIONS**

Non-Trial Dispositions:

- |                                                            |                                                            |
|------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Other                             | <input type="checkbox"/> Settled/Withdrawn:                |
| <input type="checkbox"/> Dismissed - Want of Prosecution   | <input type="checkbox"/> Without Judicial Conf/Hrg         |
| <input type="checkbox"/> Involuntary (Statutory) Dismissal | <input checked="" type="checkbox"/> With Judicial Conf/Hrg |
| <input type="checkbox"/> Default Judgment                  | <input type="checkbox"/> By ADR                            |
| <input type="checkbox"/> Transferred                       |                                                            |
| <u>Trial Dispositions:</u>                                 |                                                            |
| <input type="checkbox"/> Disposed After Trial Start        | <input type="checkbox"/> Judgment Reached by Trial         |

**RECEIVED**  
**OCT 31 2012**  
**DEPT. M**

1 This matter coming regularly on for hearing on the motions of Plaintiff Christina Calderon-Stipp  
2 ("Christina") and countermotions of Defendant Mitchell Stipp ("Mitchell") as referenced above;  
3 Christina, being present and represented by Patricia Vaccarino, Esq. of Vaccarino Law Office, and  
4 Mitchell, being present and represented by Radford Smith, Esq. of Radford J. Smith, Chartered; this  
5 Court, having reviewed the pleadings on file, having heard the arguments of counsel, and being fully  
6 advised in the premises, and good cause appearing therefor, FINDS AND ORDERS AS FOLLOWS:

8 1. Christina has requested that this Court issue an Order to Show Cause against Mitchell  
9 based upon her allegations that he has violated this Court's orders. While Mitchell concedes in his  
10 pleadings, based on the reasons set forth therein, to failing to facilitate daily telephonic communication  
11 with the children, failing always to provide 15 days advance written notice for out of state travel, and  
12 failing to pay health insurance premiums because of alleged offsets due to him, this Court (and prior  
13 courts) have previously addressed these matters, and Mitchell alleges that Christina has also failed to  
14 comply with these same orders. Based on the foregoing, this Court is not going to entertain the Order to  
15 Show Cause or set the matter for an Evidentiary hearing. Therefore, Christina's motion for an Order to  
16 Show Cause is DENIED. The Court, however, admonishes the parties regarding violations of the  
17 Court's orders, stipulations and orders, and their Decree (which includes the parties' marital settlement  
18 agreement), and both parties are directed to abide and comply with all orders issued by this Court and  
19 prior courts. Such compliance should include following all prior orders including, but not limited to,  
20 contact, advanced notice of vacations, providing an itinerary for out-of-town travel, and especially those  
21 provisions in the orders regarding telephonic communication.

22 2. Christina's motion for judgment against Mitchell for unpaid medical premiums is  
23 GRANTED. The Court shall reduce to judgment the sum of \$970.00 as and for medical premium  
24 arrears subject to interest and penalties. Mitchell shall also pay his portion of the medical insurance  
25 premiums, currently \$97.00 per month, on or before the last day of each month. Christina shall not be  
26  
27  
28

1 required to provide Mitchell a bill for his share of the medical insurance premiums; however, she shall  
2 notify him in writing within thirty (30) days of any changes to the amount due. For all other unpaid  
3 healthcare expenses for the care of the minor children, the party incurring such cost shall provide the  
4 receipt or other documentation showing evidence of payment of such expense within thirty (30) days of  
5 incurring such expense to the other party. The party receiving such notice shall have thirty (30) days  
6 from the date of the receipt of such notice to reimburse the other party for one-half of the unreimbursed  
7 healthcare costs.  
8

9         3. Mitchell's request for mediation of the remaining issues raised by the parties in their  
10 motions through the Family Mediation Center (FMC) is DENIED. Furthermore, Mitchell's request to  
11 offset amounts owed to Christina for healthcare expenses with amounts Mitchell previously alleges  
12 Christina owed him is DENIED.  
13

14         4. On the issues of child support raised by the parties' pleadings, the Court directs the  
15 parties to file an action through the Family Support Division of the Office of the District Attorney  
16 (DAFS). Either party may file the appropriate objections to the findings of DAFS regarding the review  
17 of child support if unsatisfied with the result.  
18

19         5. Christina's request to access Mitchell's gated community for child custody exchanges is  
20 DENIED. The parties stipulated at the hearing and the Court hereby orders Mitchell to pick up and drop  
21 off the children at Christina's residence for all such child custody exchanges utilizing the "HONK AND  
22 SEATBELT RULE." When exchanging the children at Christina's residence, Christina shall remain in  
23 the residence, and Mitchell shall remain in his vehicle with his seatbelt fastened. Mitchell shall notify  
24 Christina that he has arrived at the residence by honking the horn on his vehicle. Christina shall release  
25 the children from her home to Mitchell's vehicle, or Mitchell shall release the children from his vehicle  
26 to Christina's home, as applicable.  
27  
28

1           6.     Each party shall bear their own attorney's fees and costs related to the motions and  
2 counter motions before the Court.

3           7.     The parties, and each of them, are hereby placed on notice that pursuant to NRS 125.450,  
4 a parent responsible for paying child support is subject to NRS 31A.010 through NRS 31A.340,  
5 inclusive, and Sections 2 and 3 of Chapter 31A of the Nevada Revised Statutes, regarding the  
6 withholding of wages and commissions for the delinquent payment of support, that these statutes and  
7 provisions require that, if a parent responsible for paying child support is delinquent in paying the  
8 support of a child that such person has been ordered to pay, then that person's wages or commissions  
9 shall immediately be subject to wage assignment and garnishment, pursuant to the provisions of the  
10 above-referenced statutes.  
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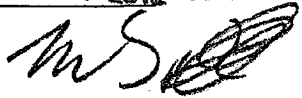
1           8.     The parties acknowledge, pursuant to NRS 125B.145, that an order for the support of a  
2 child must, upon the filing of a request for review by:

3                   (a)   The welfare division of the department of human resources, its designated  
4                   representative or the district attorney, if the welfare division or the district attorney  
5                   has jurisdiction in the case; or,

6                   (b)   a parent or legal guardian of the child,

7 shall be reviewed by the court at least every 3 years pursuant to this section to determine whether the  
8 order should be modified or adjusted. Further, if either of the parties is subject to an order of child  
9 support, that party may request a review pursuant the terms of NRS 125B.145. An order for the support  
10 of a child may be reviewed at any time on the basis of changed circumstances.  
11

12           IT IS SO ORDERED this \_\_\_\_\_ day of NOV 06 2012 2012.

13   
14 \_\_\_\_\_  
15 DISTRICT COURT JUDGE

16 Submitted by:

16 Approved as to form and content. 

17 RADFORD J. SMITH, CHARTERED

17 VACCARINO LAW OFFICES

18   
19 \_\_\_\_\_  
20 RADFORD J. SMITH, ESQ.  
21 Nevada State Bar No. 002791  
22 64 N. Pecos Road - Suite 700  
23 Henderson, Nevada 89074  
24 Attorneys for Defendant

20   
21 \_\_\_\_\_  
22 PATRICIA L. VACCARINO  
23 Nevada State Bar No.005157  
24 8861 W. Sahara Avenue, #210  
25 Las Vegas, Nevada 89117  
26 Attorneys for Plaintiff  
27  
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1 ORDR  
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FILED

Nov 4 5 32 PM '10

DISTRICT COURT

CLARK COUNTY, NEVADA

7 CHRISTINA STIPP,

8 Plaintiff,

9 vs.

10 MITCHELL STIPP,

11 Defendant.  
12

CASE NO. D-08-389203-Z  
DEPT. NO. O

13 NOTICE OF ENTRY OF ORDER  
14

15 To:

16 Patricia Vaccarino, Esq.  
8861 W. Sahara Ave. #210  
17 Las Vegas, NV 89117

Radford Smith, Esq.  
64 N. Pecos Rd. #700  
Henderson, NV 89074

18 PLEASE TAKE NOTICE that an Order from the May 6, 2010 hearing was  
19 duly entered in the above-referenced case on the 4th day of November, 2010.  
20

21 Dated this 4th day of November, 2010.  
22

23   
24 Randall Forman, Esq.  
Law Clerk  
25 Department O  
26  
27  
28

FILED

Nov 4 5 31 PM '10

*[Signature]*  
CLERK OF COURT

1 ORDR

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3  
4 DISTRICT COURT

5 CLARK COUNTY, NEVADA

6  
7 CHRISTINA STIPP,

8 Plaintiff,

9 vs.

10 MITCHELL STIPP,

11 Defendant.

CASE NO. D-08-389203-Z  
DEPT. NO. O

12  
13 Date of Hearing: May 6, 2010  
14 Time of Hearing: 10:00 a.m.

15 This matter having come before this Court on May 6, 2010, on Defendant's  
16 Motion to Confirm Parties as Joint Physical Custodians and to Modify Timeshare  
17 Arrangement; and Plaintiff's Countermotion to set Aside August 7, 2009 Stipulation,  
18 Grant Discovery, Partition Undisclosed Marital Assets, and for Sanctions; with  
19 Christina C. Stipp, Plaintiff, appearing and being represented by Donn W. Prokopius,  
20 Esq.; and Mitchell D. Stipp, Defendant, appearing and represented by Radford J.  
21 Smith, Esq.; and the Court being duly advised in the premises, having reviewed  
22 Plaintiff's Motion, Defendant's Opposition and Countermotion, Plaintiffs' Opposition  
23 to Countermotion, Plaintiff's Supplement to Motion, Defendant's Supplement to  
24 Countermotion, and having heard oral argument, and good cause being shown,  
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FRANK R. SULLIVAN  
DISTRICT JUDGE

JUDICIAL DIVISION, DEPT. O  
LAS VEGAS NV 89101



1 THE COURT HEREBY FINDS that the parties have two children in  
2 common, Mia, born on October 19, 2004, and Ethan, born on March 24, 2007.

3 THE COURT FURTHER FINDS that on February 20, 2008, the parties  
4 entered into a Marital Settlement Agreement (MSA) that provided that they shall have  
5 joint legal and physical custody of the children.  
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7 THE COURT FURTHER FINDS that the MSA provided that Defendant  
8 (husband) would have the children on Fridays from 6:00 p.m. until Sundays at 6:00  
9 p.m., however, the Plaintiff (wife) would have the right to have the children on the  
10 first weekend of every month upon three (3) days prior written notice.  
11

12 THE COURT FURTHER FINDS that the MSA further provided holiday  
13 visitation as follows:

14 (a) Martin Luther King (MLK) Day Weekend: MLK Day is to be  
15 celebrated on the third Monday in January with the weekend  
16 commencing at 6:00 p.m. on the Friday before the holiday and ending  
17 at 6:00 p.m. on the holiday. Plaintiff is to have the children in even-  
18 numbered years and Defendant in odd-numbered years.

19 (b) President's Day Weekend: President's Day: President's Day is to  
20 be celebrated on the third Monday in February with the weekend  
21 commencing at 6:00 p.m. on the Friday before the holiday and ending  
22 at 6:00 p.m. on the holiday. Plaintiff is to have the children in odd-  
23 numbered years and the Defendant in even-numbered years.

24 (c) Easter Day: Easter Day is to be celebrated on Sunday with the  
25 Defendant having the children on Easter Sunday until 2:00 p.m. and  
26 Plaintiff having the children after 2:00 p.m.

27 (d) Memorial Day Weekend: Memorial Day is to be celebrated on the  
28 last Monday in May with the weekend commencing at 6:00 p.m. on  
the Friday before the holiday and ending at 6:00 p.m. on the holiday.  
Plaintiff is to have the children in even-numbered years and Defendant  
in odd-numbered years.

(e) Father's Day/Mother's Day: Defendant is to have the children on Father's Day from 9:00 a.m. until 6:00 p.m. and Plaintiff is to have children on Mother's Day from 9:00 a.m. until 6:00 p.m.

(f) Independence Day: Independence Day is to commence at 6:00 p.m. on the day before the holiday and end at 9:00 a.m. on the day after the holiday. Plaintiff is to have the children in even-numbered years and Defendant in odd-numbered years.

(g) Labor Day Weekend: Labor Day is to be celebrated on the first Monday in September with the weekend commencing at 6:00 p.m. on the Friday before the holiday and ending at 6:00 p.m. on the holiday. Defendant is to have the children in even-numbered years and Plaintiff in odd-numbered years.

(h) Halloween Night: Halloween night will commence at 3:00 p.m. on the holiday and end at 8:30 p.m. on the holiday. Plaintiff is to have the children in even-numbered years and Defendant in odd-numbered years.

(i) Veterans Day: Veterans Day is to be observed on November 11<sup>th</sup> with visitation commencing at 6:00 p.m. on the day immediately preceding the holiday and ending at 6:00 p.m. on the holiday.

(j) Thanksgiving Weekend: The Thanksgiving holiday is to be divided into two periods, with Period One commencing at 4:00 p.m. on Thanksgiving Day and ending at 6:00 p.m. on the Saturday immediately following Thanksgiving Day. Period Two is to commence at 6:00 p.m. on the Saturday following Thanksgiving Day and ending at 6:00 p.m. on the Sunday immediately following Thanksgiving Day. Defendant is to have the children during Period One and Plaintiff Period Two in all years.

(k) Christmas Holiday: The Christmas holiday is to be divided into two periods, with Period One commencing at 9:00 a.m. on December 24<sup>th</sup> and ending at 9:00 a.m. on December 25<sup>th</sup>. Period Two is to commence at 9:00 a.m. on December 25<sup>th</sup> and end at 6:00 p.m. on the 25<sup>th</sup>. Plaintiff is to have the children during Period One and Defendant during Period Two in all years.

(l) New Year's Day: New Year's Day is to be celebrated on January 1<sup>st</sup> with holiday visitation commencing at 6:00 p.m. on the day immediately preceding the holiday and ending at 6:00 p.m. on the holiday. Defendant is to have the children in even-numbered years and Plaintiff in odd-numbered years.

(m) Children's Birthdays: Plaintiff, upon three (3) days prior written notice, is to have the children on the Saturday immediately proceeding a child's birthday, in which case, Defendant will have his normal visitation from 9:00 a.m. until 6:00 p.m. on Sunday.

(n) Parents' Birthdays: Each party, upon three (3) days prior written notice, is to have the children from 9:00 a.m. until 6:00 p.m. on their respective birthdays.

(o) Vacation Visitation: Each party is permitted to have the children for two (2) consecutive weeks for the purpose of taking a vacation.

**THE COURT FURTHER FINDS** that the parties filed a Joint Petition for Divorce on February 28, 2008.

**THE COURT FURTHER FINDS** that on March 6, 2008, a Decree of Divorce was granted which fully incorporated the Marital Settlement Agreement into such Decree.

**THE COURT FURTHER FINDS** that on December 17, 2008, Plaintiff filed a Motion to Confirm Plaintiff as the De Jure Primary Physical Custodian, for Modification of the Divorce Decree Regarding Child Custody, Visitation and Other Parent/Child Issues, for Defendant's Reimbursement of One-Half of the Children's Medical Costs, for Mediation Regarding Dispute Over Dividing the Minor Children's Education and Other Costs, and for Attorney's Fees and Costs.

**THE COURT FURTHER FINDS** that on January 9, 2009, Defendant filed an Opposition to Plaintiff's Motion to Confirm Plaintiff as the De Jure Primary Physical Custodian and a Countermotion to Strike Inadmissible Evidence from Plaintiff's Motion, to Resolve Parent/Child Issues, for a Temporary Protective Order Addressing Plaintiff's Harassment of Defendant, and for Sanctions and Attorney's Fees.

1 THE COURT FURTHER FINDS that on January 9, 2009, Plaintiff filed a  
2 Motion for Leave to Take the Depositions of Mitchell Stipp (Defendant) and William  
3 Plise.  
4

5 THE COURT FURTHER FINDS that on February 11, 2009, Plaintiff filed  
6 a Reply to Defendant's Opposition and Defendant's Countermotion.

7 THE COURT FURTHER FINDS that on February 24, 2009, the Court  
8 heard oral argument on all pending Motions and Countermotions.

9 THE COURT FURTHER FINDS that by Order dated April 3, 2009, the  
10 Court denied all pending Motions and Countermotions, but Ordered Defendant to  
11 reimburse Plaintiff the sum of three hundred twenty-six dollars and forty-five cents  
12 (\$326.45) as and for unreimbursed medical expenses incurred on behalf of the  
13 children.  
14

15 THE COURT FURTHER FINDS that on April 27, 2009, Defendant filed a  
16 motion for Reconsideration, Motion for Rehearing; Or in the Alternative, Motion to  
17 Modify Joint Timeshare.

18 THE COURT FURTHER FINDS that on June 3, 2009, Plaintiff filed an  
19 Opposition to Defendant's Motion for Reconsideration, Motion for Rehearing and, in  
20 the Alternative, Motion to Modify Joint Timeshare.

21 THE COURT FURTHER FINDS that on June 4, 2009, the Court heard oral  
22 argument on Defendant's Motion and Plaintiff's Opposition to the Motion and  
23 Ordered the parties to the Family Mediation Center for confidential mediation and  
24 scheduled an Evidentiary Hearing for October 27, 2009.  
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1 THE COURT FURTHER FINDS that on June 18, 2009, Defendant filed a  
2 Motion for an Order to Show Cause alleging that the Plaintiff had violated the  
3 custodial agreement by keeping the children from Defendant on his visitation day of  
4 Friday, June 12, 2009.  
5

6 THE COURT FURTHER FINDS that on July 23, 2009, the parties  
7 submitted a Stipulation and Order Resolving Defendant's Motion for an Order to  
8 Show Cause resolving the matter by awarding Defendant an additional nine (9) hours  
9 of visitation on Friday June 26, 2009, with Defendant receiving the children at 9:00  
10 a.m. instead of 6:00 p.m.  
11

12 THE COURT FURTHER FINDS that on August 7, 2009, the parties  
13 submitted a Stipulation and Order which didn't change the joint legal and physical  
14 custody designation included in the Marital Settlement Agreement, but modified the  
15 timeshare arrangement provided for in the MSA as follows:  
16

17 (a) Defendant is to have the children on the first, third and fifth (when  
18 there is a fifth weekend in the month) weekends of each month from  
19 Friday 6:00 p.m. until Sunday at 6:00 p.m., however, the Plaintiff,  
20 upon three (3) days prior written notice, is entitled to have the children  
21 on the first weekend of each month. In the event that Plaintiff  
exercises her right to have the children on the first weekend of the  
month, then Defendant will have the children commencing at 6:00  
p.m. on the Wednesday preceding the first weekend of the month until  
6:00 p.m. on the Friday preceding the first weekend of the month.

22 (b) Defendant is to have the children on the second and fourth  
23 weekends of the month from Thursday at 6:00 p.m. until Sunday at  
6:00 p.m.  
24

25 THE COURT FURTHER FINDS that pursuant to the Stipulation and Order  
26 filed on August 7, 2009, the Court dismissed Defendant's pending Motion for  
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1 Reconsideration and Rehearing and vacated the Evidentiary Hearing set for October  
2 27, 2009.

3 **THE COURT FURTHER FINDS** that on October 29, 2009, Defendant filed  
4 a Motion to Confirm Parties as Joint Physical Custodians and to Modify Timeshare  
5 Arrangement.  
6

7 **THE COURT FURTHER FINDS** that Defendant's Motion to Confirm  
8 Parties as Joint Custodians and to Modify Timeshare Arrangement essentially alleged  
9 that the parties' daughter, Mia, was being emotionally abused by Plaintiff by her  
10 continued attempts to alienate the children from Defendant by making disparaging  
11 remarks about Defendant and his current wife, Amy, (Defendant is a cheater, Amy  
12 stole Defendant away from Plaintiff, Amy is married to someone other than  
13 Defendant, and Plaintiff hates Amy) which has caused Mia to have severe mood  
14 swings, significant anger management issues, and frequent emotional outbursts.  
15

16 **THE COURT FURTHER FINDS** that on November 30, 2009, Plaintiff filed  
17 an Opposition to Defendant's Motion to Confirm Parties as Joint Custodians and to  
18 Modify Timeshare Arrangement and filed a Countermotion to Set Aside August 7,  
19 2009, Stipulation and Order Due to Defendant's Fraud upon the Court, to Grant  
20 Discovery, to Partition Undisclosed Marital Assets, and for Sanctions.  
21

22 **THE COURT FURTHER FINDS** that Plaintiff's Opposition and  
23 Countermotion and Countermotion to Set Aside August 7, 2009, Stipulation and  
24 Order, and to Grant Discovery and Partition Undisclosed Marital Assets essentially  
25 alleged that Defendant is blatantly attempting to re-litigate the custodial arrangement  
26 which is barred by res judicata, failed to disclose his post-divorce arrest for DUI and  
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1 subsequent conviction for Reckless Driving which evidences that Defendant abuses  
2 alcohol, and fraudulently concealed significant marital assets and/or post divorce  
3 distributions.  
4

5 **THE COURT FURTHER FINDS** that on December 7, 2009, Defendant  
6 filed a Reply to Opposition to Defendant's Motion to Confirm Parties as Joint  
7 Custodians and Opposition to Plaintiff's Countermotion to Set Aside August 7, 2009,  
8 Stipulation and Order.

9 **THE COURT FURTHER FINDS** that on December 8, 2009, the Court  
10 heard oral argument on the pending Motions and Countermotions and, based upon the  
11 allegations raised by each party, directed that a Child Custody Evaluation be  
12 performed by Dr. John Paglini.  
13

14 **THE COURT FURTHER FINDS** that on December 18, 2009, Defendant  
15 filed a Supplement to Opposition to Countermotion to Set Aside August 7, 2009,  
16 Stipulation and Order.

17 **THE COURT FURTHER FINDS** that on January 28, 2010, Plaintiff filed a  
18 Motion to Stay Discovery concerning the ongoing child custody dispute, specifically  
19 seeking to Stay Discovery regarding Dr. Melissa Kalodner, Dr. Joel Mishalow,  
20 School Records, and Plaintiff's deposition.  
21

22 **THE COURT FURTHER FINDS** that on February 2, 2010, Defendant filed  
23 an Opposition to Plaintiff's Motion to Stay Discovery alleging that such discovery  
24 was necessary to completely and fairly conduct the child custody evaluation.  
25

26 **THE COURT FURTHER FINDS** that a Hearing was held on February 3,  
27 2010, at which time the Court Ordered that Discovery may be conducted on a limited  
28

1 basis to obtain school records, obtain records from Dr. Mishalow and Dr. Koladner,  
2 and depose Dr. Mishalow as some of his records were illegible.  
3

4 **THE COURT FURTHER FINDS** that on February 16, 2010, Plaintiff filed  
5 a Motion to Rehear/Reconsider the Hearing of December 8, 2009, and/or to Clarify  
6 the Court's Rulings from that Hearing requesting that the Court rehear or reconsider  
7 its Order for an Outsource Evaluation to be conducted by Dr. Paglini as there was no  
8 evidence that Mia had been emotionally abused.  
9

10 **THE COURT FURTHER FINDS** that on March 8, 2010, Defendant filed an  
11 Opposition to Plaintiff's Motion to Rehear/Reconsider the Hearing of December 8,  
12 2009, and Countermotion for Sanctions.

13 **THE COURT FURTHER FINDS** that on April 12, 2010, Plaintiff filed a  
14 Reply to Defendant's Opposition to Plaintiff's Motion to Rehear/Reconsider the  
15 Hearing of December 8, 2009.

16 **THE COURT FURTHER FINDS** that on April 13, 2010, the Court heard  
17 oral argument on Plaintiff's Motion to Rehear/Reconsider the Hearing of December  
18 8, 2009, and denied Plaintiff's request for rehearing and reconsideration and refused  
19 to modify its Order for an Outsource Evaluation and refused to otherwise limit the  
20 scope of Dr. Paglini's assessment. Such Order of the Court was submitted on May 24,  
21 2010.  
22

23 **THE COURT FURTHER FINDS** that pursuant to the direction of the Court,  
24 Dr. John Paglini performed a Child Custody Evaluation dated April 29, 2010.

25 **THE COURT FURTHER FINDS** that on April 30, 2010, Plaintiff filed a  
26 Motion to Rehear/Reconsider the Hearing of February 3, 2010, alleging that the Order  
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1 submitted by Defendant's counsel for the Hearing held on February 3<sup>rd</sup> included  
2 conclusions not found by the Court, that Plaintiff's counsel was not afforded an  
3 opportunity to review the Order prior to its submittal, and that Defendant had  
4 admitted to non-disclosure of marital assets in Dr. Paglini's Child Custody Evaluation  
5 by stating that he had received a \$5 million dollar payment from the end of 2004  
6 through the middle of 2007.  
7

8 **THE COURT FURTHER FINDS** that on May 3, 2010, Defendant filed a  
9 Supplement to Motion to Confirm Parties as Joint Physical Custodians and to Modify  
10 Timeshare Arrangement.  
11

12 **THE COURT FURTHER FINDS** that on May 5, 2010, Plaintiff filed a  
13 Supplement to Countermotion to Set Aside August 7, 2009, Stipulation and Order and  
14 Opposition to Defendant's Motion to Confirm Parties as Joint Custodians.

15 **THE COURT FURTHER FINDS** that on May 6, 2010, the Court heard oral  
16 argument on all pending Motions and Countermotion and, based upon Dr. Paglini's  
17 recommendation, the Court determined that there was not a need to conduct an  
18 Evidentiary Hearing.  
19

20 **THE COURT FURTHER FINDS** that on June 3, 2010, Defendant filed an  
21 Opposition to Plaintiff's Motion to Rehear/Reconsider the Hearing of February 3,  
22 2010, and Countermotion for Sanctions alleging that Plaintiff's Motion was filed  
23 merely to harass Defendant and Plaintiff was well aware of Defendant's financial  
24 compensation at the time of divorce as she received a settlement of \$2.2 million,  
25 including \$1.8 million in cash.  
26  
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1           **THE COURT FURTHER FINDS** that on June 15, 2010, Plaintiff filed a  
2           Reply in Support of Plaintiff's Motion to Rehear/Reconsider the Hearing of February  
3           3, 2010, and Opposition to Defendant's Countermotion for Sanctions.  
4

5           **THE COURT FURTHER FINDS** that on June 18, 2010, Defendant filed a  
6           Reply to Opposition to Countermotion for Sanctions.

7           **THE COURT FURTHER FINDS** that on June 22, 2010, the Court held a  
8           hearing on Plaintiff's Motion to Rehear/Reconsider the Hearing of February 3, 2010  
9           and Defendant's Countermotion for Sanctions and heard argument regarding the  
10          language included in the Order from the February 3, 2010 hearing, the need for  
11          discovery as to alleged non-disclosed marital assets, Defendant's retirement status,  
12          the Wells Fargo loan, Section 5 of the divorce Decree, the Aquila Investment  
13          business, the business tax returns, and attorney fees.  
14

15          **THE COURT FURTHER FINDS** that after entertaining oral argument on  
16          June 22, 2010, the Court denied Plaintiff's request to modify the Order from the  
17          hearing held on February 3, 2010; allowed Plaintiff to hire a forensic accountant to  
18          review Aquila Investments tax returns for the 2007 and 2008 tax years; found no  
19          proof of fraud being perpetrated upon the Court; denied Defendant's request for  
20          sanctions; but awarded Defendant attorney fees as the prevailing party.  
21

22          **THE COURT FURTHER FINDS** that after Plaintiff contacted Dr. Melissa  
23          Kalodner and decided not to have Mia treated by Dr. Kalodner, Defendant brought  
24          Mia to Dr. Kalodner for psychological treatment on or about September 11, 2009,  
25          without Plaintiff's knowledge or permission.  
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1 THE COURT FURTHER FINDS that Defendant sought treatment for Mia  
2 with Dr. Kalodner to address the re-manifestation (Mia's issues as to clothing had  
3 commenced in December of 2008) of Mia's issues with clothing (insisting that  
4 clothing was too tight, demanding that her clothing be stretched out, refusing to wear  
5 clothing unless it was many sizes too big, refusing to wear underwear, refusing to  
6 wear her school uniform) and behavior issues relating to Mia's defiant behavior when  
7 made to wear clothing, anger outbursts and emotional meltdowns.  
8

9 THE COURT FURTHER FINDS that Dr. Kalodner noted, in a letter dated  
10 December 4, 2009, that Mia made spontaneous statements during treatment sessions,  
11 such as:

- 12
- 13 a) "I want to spend more time with my dad, but mommy says we can't  
14 change the rules".
  - 15 b) "I want to spend more time with my dad, but the judge won't let  
16 me"
  - 17 c) "Mommy does not like Amy" (stepmother).
  - 18 d) "Mommy says Amy is bad, but I like her".

19 THE COURT FURTHER FINDS that with the knowledge and permission  
20 of each parent, Mia was being treated for her clothing and behavior issues by Dr. Joel  
21 Mishalow from September 25, 2009, through December of 2009, however, Defendant  
22 failed to advise Dr. Mishalow that Mia was also being treated by Dr. Kalodner.

23 THE COURT FURTHER FINDS that after being advised of the fact that  
24 Mia was being treated by Dr. Kalodner, Dr. Mishalow decided that he no longer  
25 wanted to treat Mia given all of the psychological treatment that she had already  
26 undergone and due to the many dynamics going on within the family.  
27  
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1 THE COURT FURTHER FINDS that Kalodner consulted with Dr. Beasley  
2 pertaining to Mia's treatment issues and Dr. Beasley recommended a referral to the  
3 Achievement Therapy Center for assessment as to possible sensory deficit disorder.  
4

5 THE COURT FURTHER FINDS that on November 17, 2009, Defendant,  
6 without the knowledge or permission of Plaintiff, brought Mia to Dr. Stegen-Hansen,  
7 a pediatric occupational therapist, for evaluation as to possible sensory deficit  
8 disorder.

9 THE COURT FURTHER FINDS that Mia has been receiving treatment at  
10 the Achievement Therapy Center since January 2010 and is making excellent  
11 progress in treating her clothing and behavioral issues.  
12

13 THE COURT FURTHER FINDS that based upon concerns raised by  
14 Plaintiff regarding Defendant having an ongoing problem with alcohol abuse, Mr.  
15 Stipp was referred to Dr. Michael Levy for an assessment as to alcohol dependence  
16 and substance abuse.

17 THE COURT FURTHER FINDS that after subjecting Defendant to a  
18 comprehensive metabolic panel, complete blood count, and a GGTP (a very sensitive  
19 test to detect recent use of alcohol), Dr. Levy opined the following:  
20

21 a) That the results of the laboratory data recorded no biological  
22 markers associated with recent or chronic use of alcohol.

23 b) That based upon the DSM IV criteria for alcohol abuse, there is no  
24 data to support that Mr. Stipp currently has a substance abuse problem,  
25 or at any time throughout his drinking history, met the clinical criteria  
26 for alcohol dependence.

27 THE COURT FURTHER FINDS that Dr. Paglini's Child Custody  
28 Evaluation, which was based upon extensive clinical interviews, review of discovery

1 documentation, extensive collateral interviews of family and friends, psychological  
2 testing of both parents, brief interviews of Mia, home visits and family observations,  
3 concluded the following:  
4

5 a) That based upon the spontaneous comments made by Mia to Dr.  
6 Kalodner, Mia is either hearing negative comments directly from her  
7 mother, or overhearing negative comments in her environment and  
8 interpreting impressions from her parents, but that such comments,  
while inappropriate, do not reach the level of emotional abuse or  
alienation as alleged by Defendant.

9 b) That although alcohol usage by Mr. Stipp was a significant relevant  
10 issue during the course of their marriage, based upon the evaluation of  
11 Dr. Levy and numerous collateral interviews, alcohol usage by Mr.  
Stipp is not currently a problem as alleged by Plaintiff.

12 c) That the children are very bonded with Plaintiff, Defendant and  
13 Amy Stipp.

14 d) That both parents provide excellent care for the children, excellent  
homes for the children, and are very involved in the children's lives.

15 e) That the children are surrounded by a lot of love, despite an  
16 acrimonious post-divorce relationship between the parents.

17 f) That unresolved issues tend to re-emerge during day-to-day  
18 communications between the parents and if they are unable to resolve  
19 their issues, it is likely that their children will be emotionally affected  
in the future.

20 g) That if the parents could resolve their issues and co-parent  
21 effectively and assist their daughter with frustrations as they emerge in  
22 interpersonal relationships, this will likely resolve Mia's anger issues  
without the need for additional therapy.

23 h) That if the parents are not able to resolve their issues, this could  
24 create additional difficulties for Mia which could result in her acting  
out.

25 THE COURT FURTHER FINDS that Dr. Paglini's report noted that  
26 Plaintiff feared that if Defendant received more time with the children, that he  
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28

1 eventually will request to relocate to Texas to join his former business partner and  
2 take the children with him.

3  
4 **THE COURT FURTHER FINDS** that based upon Plaintiff's expressed fear  
5 about Defendant's possible relocation in the future, it appears that Plaintiff's  
6 opposition to maintaining the joint physical custodian designation at this time is based  
7 upon a potential relocation issue and not based upon a concern for best interest of the  
8 children.

9  
10 **THE COURT FURTHER FINDS** that based upon Dr. Paglini's Child  
11 Custody Evaluation in which he found that the children are very bonded with each  
12 parent, that both parents provide excellent care for the children, that both parents  
13 provide excellent homes for the children, that both parents are very involved in the  
14 children's lives, and that the children are surrounded by lots of love in each parental  
15 household, it is apparent that joint legal and physical custody is in the best interest of  
16 the children.

17  
18 **THE COURT FURTHER FINDS** that the fact that the parents have agreed  
19 to an award of joint legal and physical custody on two separate occasions as  
20 evidenced by the Marital Settlement Agreement (February 20, 2008) and subsequent  
21 Stipulation and Order (August 7, 2009), further supports the finding that joint legal  
22 and physical custody is in the best interest of the children.

23 **THE COURT FURTHER FINDS** that pursuant to Rivero v. Rivero, 216  
24 P.3d 213 (Nev. 2009):

25 a) This Court "should calculate the time during which a party has  
26 physical custody of a child over one calendar year."



1 b) That "in calculating the time during which a party has physical  
2 custody of the child, the district court should look at the number of  
3 days during which a party provided supervision of the child, the child  
4 resided with the party, and during which the party made day-to-day  
5 decisions regarding the child."

6 c) That a determination of joint physical custody can only be made  
7 when each parent has physical custody of the child for at least 40% of  
8 the year, which equals 146 days.

9 **THE COURT FURTHER FINDS** that pursuant to the Marital Settlement  
10 Agreement entered into by the parties on February 20, 2008, and the Stipulation and  
11 Order filed on August 7, 2009, the time-share arrangement leads to the following  
12 calculation of time over a calendar year:

13 a) That depending on whether it is an even or odd year, what day of  
14 the week the year starts on, and whether or not it is a leap year,  
15 Defendant always has between 131 and 134 custodial days per year.

16 b) That depending on whether or not Christian Stipp foregoes her  
17 visitation for Martin Luther King Day, President's Day, Memorial Day  
18 and/or Labor Day, and whether it is an even or odd year, Defendant  
19 may have an additional 8 days of custody per year.

20 c) That depending on whether Plaintiff's and Defendant's birthday fall  
21 on one of their custodial days, and whether they request to have  
22 custody of the children on their birthday, Defendant may have an  
23 additional day of custody per year.

24 **THE COURT FURTHER FINDS** that based upon the current time-share  
25 agreement, Defendant has a minimum of 131 days of physical custody per year with a  
26 maximum amount of 143 days per year depending upon whether Plaintiff decides to  
27 forego her holiday visitations (MLK Day, President's Day, Memorial Day, and/or  
28 Labor Day), which would fall a few days short of the 40% time-share requirement  
mandated by Rivero.

1                   **THE COURT FURTHER FINDS** that assuming that a joint physical  
2  
3 custody arrangement does not currently exist, the following facts evidence a  
4 substantial change in circumstances affecting the welfare of the children supporting a  
5 change in custody to joint physical custody:

6                   a) Mia's re-manifestation of issues with clothing; namely, insisting  
7 that clothing was too tight, demanding that her clothing be stretched  
8 out, refusing to wear clothing unless it was many sizes too big,  
9 refusing to wear underwear, refusing to wear her school uniform;  
behavior issues relating to her defiant behavior when made to wear  
clothing, anger outbursts and emotional meltdowns.

10                  b) The need for Mia to undergo extensive psychological treatment  
11 from Dr. Kalodner, Dr. Mishalow, Dr. Stegen-Hansen, and the  
12 ongoing sensory deficit processing treatment being provided by the  
Achievement Therapy Center.

13                  c) The spontaneous statements made by Mia to Dr. Kalodner  
14 indicating that she wanted to spend more time with her dad but her  
mommy or the judge wouldn't let her.

15                  d) The parties' extremely litigious nature resulting in the children  
16 becoming embroiled in the proceedings as evidenced by Mia's  
17 spontaneous statements to Dr. Kalodner indicating that Plaintiff  
doesn't like Amy and that Amy is bad.

18                  e) Dr. Paglini's report reflecting that the parents have unresolved  
19 issues that tend to re-emerge and that if they are unable to resolve their  
20 issues, it is likely that their children will be emotionally affected in the  
future.

21                   **THE COURT FURTHER FINDS** that in the best interest of the children,  
22 Defendant should be awarded additional time-share consisting of the Friday  
23 proceeding the third weekend of each month, commencing at 9:00 a.m. instead of  
24 6:00 p.m. as currently provided for in the Stipulation and Order filed on August 7,  
25 2009.  
26  
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1           **THE COURT FURTHER FINDS** that awarding the Defendant the  
2 additional custodial time equates to an additional 12 days of custody per year as the  
3 Defendant will have the responsibility of making the day-to-day decisions for the  
4 children on the Fridays preceding the third weekend of each month.  
5

6           **THE COURT FURTHER FINDS** that after being awarded an additional 12  
7 days of custody per year, the Defendant will have between 143 and 146 days of  
8 custody every year and may have up to 155 days of custody per year depending upon  
9 whether Plaintiff decides to forego her holiday visitations.  
10

11           **THE COURT FURTHER FINDS** that under the applicable law in *Rivero*,  
12 these parties have been motivated to calculate the physical custodial days of the year  
13 instead of "calculating" a custodial time-share that is best interest of their minor  
14 children.

15           **THE COURT FURTHER FINDS** that the parties are very intelligent, highly  
16 educated lawyers whose children would be better served by the parties resolving their  
17 issues between themselves without the need for legal and/or therapeutic intervention.  
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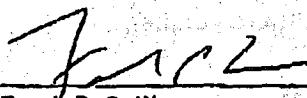
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**THEREFORE, IT IS HEREBY ORDERED** that Defendant is awarded additional time-share consisting of the Friday proceeding every third weekend of each month commencing at 9:00 a.m. instead of at 6:00 p.m. as currently provided for in the Stipulation and Order filed on August 7, 2009.

**IT IS FURTHER ORDERED** that the parties will continue to be designated as joint legal and joint physical custodians.

Dated this 4<sup>th</sup> day of November, 2010

  
\_\_\_\_\_  
Frank P. Sullivan  
District Court Judge  
Dept. O

1 NEOJ  
2 PATRICIA L. VACCARINO, ESQ.  
3 Nevada Bar No. 005157  
4 VACCARINO LAW OFFICE  
5 8861 W. Sahara Ave., Suite 210  
6 Las Vegas, Nevada 89117  
7 (702) 258-8007  
8 Attorney for Plaintiff

9 DISTRICT COURT  
10 FAMILY DIVISION  
11 CLARK COUNTY, NEVADA

12 CHRISTINA CALDERON STIPP,

13 Plaintiff,

14 vs.

15 MITCHELL DAVID STIPP,

16 Defendant.

CASE NO.: D-08-389203-Z  
DEPT. NO.: M

DATE OF HEARING: December 1, 2010  
TIME OF HEARING: 2:00 p.m.

17 NOTICE OF ENTRY OF ORDER

18 TO: MITCHELL DAVID STIPP, Defendant; and,

19 TO: RADFORD J. SMITH, ESQ., Attorney for Defendant.

20 Please take notice that an Order was entered in the above-reference matter on the 25<sup>th</sup>  
21 day of January 2011, a copy of which is attached hereto.

22 Dated this 25<sup>th</sup> day of January 2011.

23 VACCARINO LAW OFFICE

24   
25 PATRICIA L. VACCARINO, ESQ.  
26 Nevada Bar No. 005157  
27 8861 W. Sahara Ave., Suite 210  
28 Las Vegas, NV 89117  
Attorney for Plaintiff,  
CHRISTINA CALDERON STIPP

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the VACCARINO LAW OFFICE and that on the  
26 day of January 2011, I deposited in the U.S. Mail, at Las Vegas, Nevada, in a sealed  
envelope with postage fully pre-paid thereon, a true and correct copy of the following document:

NOTICE OF ENTRY OF ORDER and ORDER addressed to:

Radford J. Smith, Esq.  
64 N. Pecos Rd., #700  
Henderson, NV 89074

  
Matt Layton, an employee of the  
VACCARINO LAW OFFICE

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

DATE OF HEARING: December 1, 2010  
TIME OF HEARING: 2:00 p.m.

THIS matter having come before the Court upon Plaintiff's, CHRISTINA CALDERON STIPP ("CHRISTINA"); Motion for A New Trial, to Amend Findings and/or Stay of Order Filed on October 13, 2010, and allowing Plaintiff Immediate Access to Defendant's Tax Records As Previously Ordered, and to Compel Defendant to Cooperate in Commencing Sessions with the Parenting Coordinatory and For Attorney's Fees and Costs and upon Defendant's MITCHELL DAVID STIPP ("MITCH") Opposition and Countermotion fo an Award of Attorney's Fees and Costs and Sanctions; CHRISTINA appearing in person and through her attorney of record PATRICIA L VACCARINO, ESQ. of the VACCARINO LAW OFFICE; MITCH appearing in person and through his attorney of record, RADFORD J. SMITH, ESQ.; upon the Court's inquiry, both counsel having confirmed that they have reviewed Judge Sullivan's orders from the May 6, 2010 and the June 22, 2010 hearings; the Court being fully apprized in the premise and good cause appearing;

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PACIENTS: 4011201 HLW

1 Now therefor,

2 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Court reiterates its Order  
3 that the Parenting Coordinator, Dr. Gary Lenkeit, has not been appointed as a Master. To clarify  
4 the Court's Order from the October 6, 2010 hearing, if Dr. Lenkeit requests any pleadings and/or  
5 reports from parties and counsel, his requests will be granted. Both counsel shall provide Dr.  
6 Lenkeit with any requested information and documentation. The Court reserves jurisdiction to  
7 address any objections any party may make to any documentation or information requested by  
8 Dr. Lenkeit.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that CHRISTINA's requests  
10 for an award of attorney's fees from the October 6, 2010 hearing and today's hearing are denied.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the previous attorney's  
12 fees award in the amount of \$4,590.00, granted to MITCH by Judge Sullivan is reduced to  
13 judgment. This judgment is collectable by all legal means if not paid in full within sixty (60) days  
14 of Judge Sullivan's order.

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that CHRISTINA's request for  
16 healthcare for the minor child, MIA, is deferred. The parties are directed to attempt to resolve this  
17 issue with the assistance of Dr. Lenkeit, the Parenting Coordinator. The Court will not entertain  
18 another Motion on this issue until 90 days of the date of this hearing.

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the "no contact" request  
20 for CODY is hereby denied.

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the request for an order  
22 for counseling for the minor child ETHAN is denied.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the request for a new trial  
24 is denied.

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the request to amend  
26 findings is denied.

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the request for rescission,  
28 reconsideration, modification and/or stay of order filed October 13, 2010 is denied.



1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that CHRISTINA's request to  
2 access MITCH's tax records as previously ordered is granted.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED as for the tax records of the  
4 Aquila, a business entity which is no longer in business, it appears that Judge Sullivan intended  
5 that tax returns from the years 2007 and 2008 for this business to be reviewed by a tax expert.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that CHRISTINA, her chosen  
7 expert and Ms. Vaccarino shall provide the expert's name to MITCH and Mr. Smith. The selected  
8 expert, Ms. Vaccarino and CHRISTINA must also execute a Confidentiality Agreement.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that CHRISTINA and her  
10 counsel are granted the authorization to receive the ordered documents from Aquila through  
11 discovery for only the years 2007 and 2008.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that CHRISTINA's counsel can  
13 file an Ex Parte Order to amend the order from the October 6, 2010 hearing if they believe there  
14 are portions of the order that need correction.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Court finds the next  
16 Motion filed by either party is not legally or factually warranted, the Court will sanction a party and  
17 award attorney's fees.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED the return date previously  
19 scheduled for January 11, 2011 for status check on outsourced evaluation is vacated.  
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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED if problems arise, counsel are  
2 directed to file a Motion.

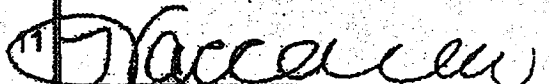
3 Based upon the foregoing,

4 IT IS SO ORDERED this \_\_\_\_\_ day of JAN 24 2011 2010.

5  
6   
7 DISTRICT COURT JUDGE 

8 Respectfully submitted by:

9 VACCARINO LAW OFFICE

10  
11   
12 PATRICIA L. VACCARINO, ESQ.  
13 Nevada Bar No. 005157  
14 8861 W. Sahara Ave., Suite 210  
15 Las Vegas, Nevada 89117  
16 (702) 258-8007  
17 Attorney for Plaintiff,  
18 CHRISTINA CALDERON SMITH  
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