

1 legislative history would support the argument and the statute would include the plural
2 of installment—"installments". It does NOT.

3 Through 5/31/08, the DA alleges that Mr. Vaile's penalties would be \$12,148.29.
4 Mr. Willick, on the other hand, alleges \$51,379.11. There is a disparity of \$39,230.82
5 just through May 2008. As the months build, the disparity grows even wider. If the
6 Court adopts the third position, that the "per annum" language of the statute cannot be
7 ignored and that penalties are to be assessed on a one-time monthly basis, then while
8 Mr. Vaile's interest assessment will remain high, his penalty assessment will be a
9 fraction of what is currently assessed in the DA's hypothetical. Counsel for Mr. Vaile will
10 provide that number at a later date if requested by this Court.

11
12
13 **II. The Willick Law Group Over-Reaching Billings Entries and**
14 **Unconscionable Attorney's Fees and Costs:**

15 On July 24, 2003, the Willick Law Group was awarded \$116,732.09 related to the
16 recovery of the Vaile children. Said amount was reduced to judgment, but did not
17 include an order that costs of collection, i.e., fees, time and costs to recover said money
18 was to be assessed against Mr. Vaile.. The action that Mr. Willick filed in November
19 2007, was an action to establish a sum certain in this child support case. Costs of
20 collection, absent an order or a statute to the contrary are to be borne by the person
21 seeking to collect the bill. There is no order in place granting Mr. Willick carte blanche
22 in his overzealous attempts to collect his unsecured personal debt against Mr. Vaile.

23
24
25 Drafting and transmitting notice of change of addresses to the 9th circuit (See
26 January 18th entry) are unrelated to this case. Trying to find ways to incarcerate Mr.
27 Vaile who has a working wage withholding (see Feb. 26, 2008, February 29, 2008) do
28

1 not further Mrs. Porsboll's presumed objective of setting a sum certain and collecting on
2 her unpaid child support.

3 Having a case manager who bills out at \$110.00 per hour, an associate who bills
4 at \$350.00 an hour and the senior partner who bills at \$550.00 per hour repeatedly
5 attend motion hearings against a pro per and a sole practitioner, is UNREASONABLE.
6 Cumulative billing being assessed to Mr. Vaile at the rate of \$1110.00 per hour is
7 unconscionable.
8

9 Spending 8.6 hours on an opposition is excessive. (April 9, April 10, April 11,
10 and April 13, 2008). Assessing fees in this case related to research on the Federal
11 Case is uncalled for.. We are dealing with this State Case. (See April 24 and 25, May
12 9, 15th, 18th 2008) "Meeting with JR on case" on June 10, 2008. No identification as
13 to who "JR" is or what was discussed is provided in the billing statement.
14

15 In addition, Mr. Crane bills 4.4 hours for hearing preparation on June 10, 2008
16 and .70 hrs. on June 11, 2008, for the upcoming July 11, 2008 hearing that he
17 presumably is intimately familiar with and that he has just spent 8.6 hours preparing an
18 opposition, discussing with office personnel, etc. WHAT COULD MR. CRANE
19 POSSIBLY NEED TO SPEND 5.1 HOURS PREPPING FOR?
20

21 There are repeated entries regarding revising the Marshal Law Calculations. If
22 the calculations had been assessed correctly at the onset by correctly calculating the
23 number of months due when the arrears period is alleged, they would not need to be
24 revised so many times.
25

26 Mr. Crane spends 2.1 hours on a vindictive and misleading Bar Complaint. In his
27 Bar Complaint, he mis-states that counsel "admitted that Mr. Vaile hired her because
28

1 she was running against Judge Moss". Not only is that a mis-statement, but how does
2 said Bar Complaint aid in Mrs. Porsboll's request to set a sum certain child support
3 amount and collect child support arrears? —It doesn't.

4
5 On June 24, 2008, June 25 and June 26, and June 30, 2008, Mr. Willick and his
6 staff expend 10.5 hours researching, discussing, revising, writing and finalizing a letter
7 to Judge Moss even though Mr. Willick is the self proclaimed expert on NRS 125B.095,
8 the penalty statute, the legislative history and his Marshal Law Program. If that is the
9 case, why must an excessive 10.5 hours be billed on this issue alone.

10
11 On July 1, 2008, July 2, 2008, July 3, 2008, July 6, 2008, Mr. Willick's office
12 expends 4.4 hours trying to get Mr. Vaile arrested for felony non-payment. How does
13 this further the initial plan to establish a sum certain in child support and set arrears?

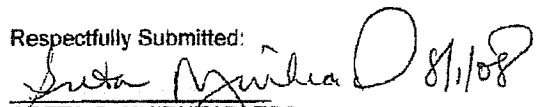
14
15 On July 1 and July 2, 2008, Mr. Willick's office spends 7.0 hours looking into the
16 fact that Mr. Vaile's spouse has filed bankruptcy. Child support payments are non-
17 dischargeable. How is this relevant in this child support case? Mr. Willick was NOT
18 awarded the costs of collection of his attorney fees and should not be billing to Mr.
19 Vaile these excessive expenditures. Finally, Mr. Willick did not incur a \$20.00 runner
20 service charge. Mrs. Muirhead telephoned him and advised him not to waste his
21 money and send his proposed order via a runner and instead to fax and e-mail it, which
22 they did.

23
24 The bottom line is that attorney fee awards need to be REASONABLE. In
25 determining fee awards in family court cases, the Nevada Supreme Court held in Miller
26 v. Wilfong, 121 Nev. Adv. Op. 61, the court should use the factors set forth in Brunzell
27 v. Golden Gate, 85 Nev. 345. The factors in Brunzell are essentially the same factors
28

1 sent out in Plaintiff's Supplemental Brief filed on July 11, 2008 asserting that the court
2 should employ the lodestar method. This Court must consider a reasonable hourly rate
3 times a reasonable number of hours worked. There is nothing reasonable in either Mr.
4 Willick's stand alone hourly rate of \$550.00 per hour given the Las Vegas market
5 conditions or assessing an hourly rate of \$1,110.00 for Mr. Willick, Mr. Crane and Mr.
6 Fowler combined. Prepping for hearings in files that an attorney practically lives in
7 every day as Mr. Crane and Mr. Willick apparently do, should not take 4+ hours at a
8 time.
9

10
11 Mrs. Porsboll has not been the prevailing party on every issue in every hearing in
12 this case nor can it be said that any motion has been frivolous or merely for the
13 purposes of harassing the other party. Absent a ruling that each party should bear his
14 or her own attorneys fees and costs, the next best thing would be for this court to
15 identify those matters that have been unjustified in being brought before this court,
16 assess a reasonable amount of time to take care of a task and a reasonable hourly
17 rate.
18

19 Respectfully Submitted:

20 
21 GRETA G. MUIRHEAD, ESQ.
22 Nevada Bar Number 3957
23 W. Charleston Blvd.
24 Ste. 2-242
25 Las Vegas, Nevada 89117
26 (702) 434-6004
27 Attorney for Plaintiff
28 Unbundled



1 1

Exhibit 1

Senate Committee on Judiciary
June 23, 1993
Page 17

Mr. Sader said A.B. 604 "began life dealing with interest." He indicated the assembly committee changed the bill to make it clear it dealt with a penalty, "...and interest on a judgment would be in addition to that." Mr. Sader continued:

The common practice is...but it is almost never the case, that an individual who is delinquent in their child support ends up paying interest on that, unless they are taken to court and go all the way through a court proceeding, and then only if the judge awards it. It should be clear in the statutes that there is a penalty for not paying on time. You want to motivate somebody to pay on time and have an enforceable penalty...that is what this is about.

Senator Adler and Mr. Sader agreed A.B. 604 and S.B. 298 were not inconsistent. Mr. Sader stated he was inclined to support both pieces of legislation. He also said a common practice was a negotiation of child support obligations by the district attorneys and often the full amount of the judgment was not enforced. He added, "It pays not to pay...and that is wrong."

Mr. Sader said a child support order is entered by a judge and wages can be withheld to enforce that order. Senator Jacobsen asked if interest was added at the time of that order. Mr. Sader said interest can be expressed in the judgment, but it usually is not set out but accrues at the statutory rate. Senator Jacobsen asked if a person "leaving court was well aware of his or her support obligation." Mr. Sader answered he or she is aware of the support obligation but not as to the issue of interest.

Senator James established that both interest and attorney's fees could be waived by virtue of the provisions of S.B. 298, but the penalty must be paid, as set forth in A.B. 604. Mr. Sader said the purpose of the penalty was intended to be "motivational," such as a late payment fee attached to any billing. *

Senator James questioned Mr. Sader regarding the "delayed effective date" which was rejected with reference to S.B. 298. Mr. Sader said the reason for the delayed effective date was the fiscal note which was attached to the original bill. He said as far as he knows, there is no fiscal note on the bill as amended. Mr. Sader said if it became effective in October 1993, a fiscal note would be attached because of the cost to the support enforcement division. He said that division does not currently have a computer program with the capacity to handle the searches authorized by the bill.

Senator Jacobsen asked why a person who was delinquent in child support pursuant to an order could not be charged with a misdemeanor. Mr. Sader answered it was currently classified as a felony, but that is not enforced except in unusual circumstances.

59
177A

Exhibit 2

Assembly Committee on Judiciary
April 11, 2005
Page 19

posted in the collection unit, usually a day or two into the following month has elapsed. So, likewise, an obligor could potentially be charged interest and penalties in that situation as well.

[Susan Hallahan, continued.] We have also had situations where an obligor is in an industrial accident or a car accident and is hospitalized for several months. They don't have the ability to pay their support. The court would waive interest in that scenario as well.

Finally, subsection 2 has been amended to simply clarify the language with respect as to how the penalty is calculated. If someone owes \$100 in ongoing child support but only pays \$50.00, they are assessed a 10 percent penalty on that remaining \$50.00 balance. If they thereafter stay current in their ongoing support obligation, they would incur no further penalties. It is, in essence, a late fee that is intended to encourage a timely payment of child support. The charging of continued interest on that remaining \$50.00, until it is paid in full, however, would make the custodial parent whole for the value of her money.

We would support the amendment according to the Trial Lawyers' Association to more specifically define undue hardship to give the court some guidance with respect to the finding to ensure that our intent is followed. That being, interest and penalties should only be waived in a situation where a noncustodial parent is unable to pay their support or is unable to pay that monthly payment for various reasons.

Assemblyman Carpenter:

I have a concern about the amount of interest that you are going to be charging. You are charging 10 percent every month so in a year that adds up to 120 percent. If they couldn't pay whatever was due at the end of that first month, they certainly are not going to be able to pay the amount at the end of the year. I didn't see anything wrong with the way it was written before when it was 10 percent a year. But at 10 percent a month, a lot of these people will never be able to pay that amount. I'm probably one of the biggest sticklers that people ought to pay their child support, but they can't pay something that is impossible to pay, and you keep adding penalty upon penalty or interest upon interest. It really defeats the whole situation.

Susan Hallahan:

This bill does not purport to change how penalties are calculated. The penalty statute as it states right now is 10 percent per annum or a portion thereof. It has to be added to the portion of the monthly payment that was not paid. If you were to, for example, charge the penalty at the end of the year, then there could be a noncustodial parent that doesn't pay anything from January through

Assembly Committee on Judiciary
April 11, 2005
Page 20

November and then in December pays \$1,200 to satisfy their annual child support obligation. Interest and penalties are separate. The purpose of interest is to make the custodial parent whole for the value of her money that she should have received or he should have received today but doesn't receive until 6 months from now. The purpose of the penalty is to encourage the obligor to pay each and every month as he is ordered to pay. This penalty is a one-time snapshot and is charged only during that calendar month for any delinquency you have. So if the obligor pays each month, he or she would not accrue an additional penalty.

Assemblyman Carpenter:

It says a 10 percent penalty must be applied at the end of each calendar month against the amount of an installment or a portion of the installment that remains unpaid in the month in which it was due. So it seems to me if they owed \$100 and there is a 10 percent penalty that month, it would make it \$110. Then the next month it is going to be another 10 percent of \$110 so that's \$121. Simple interest would be 120 percent at the end of the year, so instead of owing \$100, they would owe way over \$200. It's contradictory in trying to get them to pay, because there is no way they can pay it.

Susan Hallahan:

Logically, you would think that would be the way it would work out. But if I owe \$100 and I don't pay it this month, I am assessed \$10 at the end of the month. If I don't pay \$100, I have another \$10 and now it's \$20. If I don't pay anything for the whole year and I owe \$1,200, I am assessed 10 percent penalty which is \$120. Whether you calculate it at the end of the month or at the end of the year, it still is \$120.

Kim Surratt, Legislative Advocate, representing Nevada Trial Lawyers Association:

I came here in opposition of this amendment of A.B. 473 on behalf of the Nevada Trial Lawyers Association (NTLA). I have been working carefully with Ms. Madelyn Shipman and Ms. Susan Hallahan to work on those concerns. The concerns we had were mainly with opening the door wide open for the district court judges on undue hardship without any explanation or definition of what undue hardship is.

Our concern was that the party that is responsible for paying child support would suddenly have a million excuses in front of the court being able to say they were unable to pay their child support. As the penalty becomes larger, it becomes more of a hardship just because it is growing exponentially. It was explained to me this morning this is really meant for some very specialized circumstances, in which the parties are having these penalties beyond their

Exhibit 3

Monthly Statement
July 21, 2008

Page 1 of 5
Account Number:
702-434-6033-039

Payment Options & Contact Info Current Charges At-A-Glance

Retail Store In Your Area
FT. APACHE
4850 S. Ft. Apache Road
At W. Tropicana Ave.

Pay Online
EMBARQ.com/myaccount

Pay by Phone
1-877-813-7604


Customer Service
702-244-7400

Repair Service
1-800-788-3600

Internet Address
EMBARQ.com/residential

EMBARQ Services

Total

 Local and Optional Services - Page 3

10.47

Taxes and Surcharges - Page 4

5.21

Total Current Charges **\$15.68**

Previous Balance	Payments & Adjustments	Balance	Total Current Charges	Total Amount Due
15.70	-15.70	.00	15.68	\$15.68

Current Charges Due By: 08/09/08
If received after August 20: \$20.68



Please return this portion with payment

Customer Service
702-244-7400

Internet Address
EMBARQ.com/residential

Account Number
702-434-6033-039

Due Date:

August 9, 2008

Total Amount Due:
\$20.68 if received after August 20

\$15.68

Amount Enclosed: \$

Write your 15-digit account number on check
Make checks payable to:

Embarq
PO Box 660068
Dallas TX 75266-0068

GRETA MUIRHEAD
9811 WEST CHARLESTON
SUITE 2 242
LAS VEGAS NV 89117-7519

24 70243460330396 00000000001568 000015688 0825504

Exhibit 3

Exhibit 4

Testimony of Attorney General Frankie Sue Del Papa
before the Senate Judiciary Committee on AB 604
June 23, 1993

Non-payment of child support obligations is an issue of growing concern and importance, on both a statewide and a nationwide level. It is no longer an issue that can be set aside and ignored; it has become an issue that affects us all. Recent figures released by the Support Enforcement Office of the Welfare Division indicate that in fiscal year 1992, 39 million dollars in Nevada's public funds were spent to care and provide for children because a parent failed to honor child support obligations. While it is important that support reaches children in need, regardless of the source, stronger measures need to be taken to ensure that the non-custodial parent responsible for payment lives up to that responsibility, taking the burden off of the individual taxpayer. The provisions included in AB 604 will assist in accelerating this process.

The imposition of a 10% penalty for delinquent payments will give teeth to enforcement provisions already in place and will serve as an incentive for parents to remain current on monthly support obligations. It is a disappointing reflection of our society's priorities that other debt obligations -- from delinquent power bills to late credit card payments -- are assessed late fees and penalties, yet missed child support payments are not, reducing such payments to less of an obligation than paying off a credit card. It is this attitude that needs to be changed, both in the eyes of society and the responsible parent.

1700

EXHIBIT D
61

Exhibit 4

In addition, by requiring issuers of occupational or professional licenses to periodically provide information on their licensees, AB 604 will give our state's enforcement agencies and district attorneys an additional, accurate, and valuable information source for determining the whereabouts and status of obligated parents, both of which are often unknown.

The passage of AB 604 will send a strong and much-needed message to the citizens of our State and to the responsible parents that we, as a State, take payment of child support obligations seriously. The Attorney General would like to express her full support of AB 604 and respectfully urges favorable consideration of this legislation by the Nevada Legislature.

Frankie Sue Lee-Peters

179: 62



Exhibit 5

PREBILL FOR 00-050.POST PREPARED 07/08/08 FOR ACTIVITY THROUGH 07/08/08

Ms. Cislle Anne Vaile Porsboll
 Norddalslofta 29A
 1251 Oslo
 Norway

RE: Vaile v. Vaile, Robert

Home Telephone: (011) 472-2617 153
 Business Telephone: (011) 472-2579 350

Originating Attorney: MSW

Hourly Rate using Rate Schedule 14. Statement Format 1
 Simple interest at APR of 18.00% will be charged on amounts past due 30 days
 Retainer Funds will be applied against all charges

File Opened 08/07/00. Last Billed 06/10/08 for Activity through 06/10/08
 Last Payment: 06/10/08 - \$702.14

Previous Balance Due \$139,831.48

Unpaid Balance Forward \$139,831.48

Ref #	Date	Atty	Description	Hours	Rate	Amount
200986	06/10/08	RLC	Hearing preparation.	4.00	350	1,400.00
201022	06/10/08	MSW	Office conference with Attorney Crane, Re: upcoming hearing. (OCA)	0.30	550	165.00
201570	06/10/08	LF	Drafting letter on division of funds.	1.00	110	110.00
201574	06/10/08	LF	Received and reviewed Errata to Ex Parate Motion.	0.70	110	77.00
201575	06/10/08	LF	Reviewed and discussed with attorney on Motion to Recuse.	0.40	110	44.00
201576	06/10/08	LF	Received and discussion with attorney.	0.30	110	33.00
201577	06/10/08	LF	Received and reviewed oppotion to Ex Parate Motion allowing Examination Judgment Debtor.	1.00	110	110.00
201579	06/10/08	LF	Filed supplement to opposition.	0.20	110	22.00
201582	06/10/08	LF	Drafted and revised bench warrant.	0.20	110	22.00
200776	06/11/08	FF	Attend and observe hearing in Dept I; assist LF NO CHARGE	2.40		N/C
200777	06/11/08	FF	Research for c/s calculations & submitted pleadings	0.40	110	44.00
200778	06/11/08	FF	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE (ADD)	0.20		N/C
200780	06/11/08	FF	Assist in research on MLaw Calculation used at Federal level	0.70	110	77.00
200781	06/11/08	FF	Additional time actually expended on this	0.20		N/C

			matter, but not charged to Client as directed by Marshal Willick. NO CHARGE (ADD)			
200991	06/11/08	RLC	Finalized hearing prep.	0.70	350	245.00
200992	06/11/08	RLC	Attend motion hearing.	3.00	350	1,050.00
201023	06/11/08	MSW	Prepare for and attend hearing in Dept. I; argue all matters, interminably. (PREPH)	4.30	550	2,365.00
201584	06/11/08	LF	Hearing Preps.	1.00	110	110.00
201585	06/11/08	LF	Attended hearing.	3.00	110	330.00
201591	06/11/08	LF	Working on calculations for support. MLaw.	0.80	110	88.00
201592	06/11/08	LF	Drafting order to show cause.	0.70	110	77.00
201593	06/11/08	LF	Ran revised MLaw calculation for supplement.	1.40	110	154.00
201003	06/13/08	RLC	Review of documents for Order to show cause and motion for sanctions.	0.70	350	245.00
201596	06/13/08	LF	Placed call to court on hearing dates.	0.30	110	33.00
201597	06/13/08	LF	Drafting supplement to opposition.	1.40	110	154.00
201604	06/13/08	LF	Transmitted Order to court.	0.10	110	11.00
201613	06/13/08	LF	Drafting supplement to opposition.	2.00	110	220.00
201614	06/13/08	LF	Drafted Order to Show Cause.	0.50	110	55.00
201096	06/15/08	RLC	Draft Bar Complaint.	0.80	350	280.00
201103	06/16/08	RLC	Work on MLAW calc id prepare for July 11 hearing.	1.30	350	385.00
201659	06/16/08	MSW	Review and Revise Bar Complaint; e-mails as to various matters. (RR)	1.30	550	715.00
201510	06/17/08	RLC	Final review of MLAW Calculation.	0.30	350	105.00
201625	06/17/08	LF	Drafting order for hearing held 6/11/08.	1.40	110	154.00
201630	06/18/08	LF	Revising MLaw Calculations.	1.00	110	110.00
201635	06/18/08	LF	Drafted third supplement.	0.40	110	44.00
201636	06/18/08	LF	Reviewing tape for preparation of order for 6/17/08 hearing.	2.20	110	242.00
201637	06/18/08	LF	Discussion with court on vacating 7/3 hearing.	0.20	110	22.00
201529	06/19/08	RLC	Meeting with Case Manager on schedule of arrearages.	0.20	350	70.00
201642	06/19/08	LF	Drafted fourth supplement on child support calculations as requested by court at 7/11 hearing including billing statement.	0.70	110	77.00
201643	06/19/08	LF	Discussion with attorneys.	0.20	110	22.00
201644	06/19/08	LF	File maintenance. NO CHARGE	1.00		N/C
201646	06/19/08	LF	Drafting order for 6/17/08 hearing.	3.00	110	330.00
201674	06/19/08	MSW	Review and respond to Emails. Review and revise written communication to Ed Ewert at D.A.'s office, with all supporting calculations. (ES)	1.10	550	605.00
201539	06/20/08	RLC	Review and execution of supplemental exhibit.	0.20	350	70.00
202088	06/21/08	RLC	Review, edit and smooth proposed Order for 6/11/08.	0.50	350	175.00
202360	06/24/08	LF	Received call from Court requesting we respond to Mrs. Muirhead's letter.	0.10	110	11.00
202361	06/24/08	LF	Discussion with attorneys.	0.20	110	22.00
202362	06/24/08	LF	Drafting response letter as requested by Court.	1.60	110	176.00
202419	06/24/08	MSW	Review and Revise Order. (RR)	0.50	550	275.00
202369	06/25/08	LF	Research on legitavie history and notes on penalty calculations.	2.00	110	220.00

Prebill for Matter 00-050.POST-Ms. Cislile Anne Vaile ForsbellPage three

202426	06/25/08	MSW	Review and Revise letter to court on calculation of interest and penalties, and whether an amicus brief should be filed (start). (RR)	0.80	550	440.00
202427	06/26/08	MSW	Review and Revise letter to court on calculation of interest and penalties, and whether an amicus brief should be filed (finish).	5.10	550	2,805.00
202629	06/30/08	RLC	Review of letter to Judge Moss.	0.50	350	175.00
202951	06/30/08	MSW	Final edits to letter to J. Moss on MLAW calculations.	2.10	550	1,155.00
202973	06/30/08	LF	Case discussion with attorney.	0.10	110	11.00
202635	07/01/08	RLC	Phone call with BK trustee attorney.	0.50	350	175.00
202636	07/01/08	RLC	Phone call to US Trustee for BK.	0.10	350	35.00
202638	07/01/08	RLC	Review of BK documents.	0.40	350	140.00
202982	07/01/08	LF	Research on bankruptcy filing, down load bankruptcy documents.	1.20	110	132.00
202983	07/01/08	LF	Telephone conversation with Trustee's office and attorney.	0.50	110	55.00
202985	07/01/08	LF	Assembling documents for transmission to trustee of orders and judgments.	1.00	110	110.00
202988	07/01/08	LF	Research and telephone conversation with various offices in California and their District Attorneys Office for child support and criminal prosecution actions requirements.	1.20	110	132.00
202990	07/01/08	LF	Reviewing downloaded bankruptcy documents.	0.60	110	66.00
202796	07/02/08	RLC	Work on getting prosecution of Opp Party.	2.50	350	875.00
202797	07/02/08	RLC	Email to US Trustee for BK.	0.50	350	175.00
202798	07/02/08	RLC	Review of OC comments of Order.	0.70	350	245.00
202962	07/02/08	MSW	Office conference with Attorney Crane, Re: line on prosecution pursuit. (OCA)	0.20	550	110.00
202991	07/02/08	LF	Research bankruptcy and what can be discharged if only one spouse is filing.	2.00	110	220.00
202993	07/02/08	LF	Reviewed proposed changes to order from Muirhead.	1.00	110	110.00
202994	07/02/08	LF	Discussed changes requested by Muirhead with attorney.	0.40	110	44.00
202944	07/03/08	RLC	Phone call to attorneys in Georgia looking for assistance in prosecution.	0.20	350	70.00
202945	07/03/08	RLC	Smooth Order and draft letter to Judge Moss.	0.50	350	175.00
202949	07/03/08	RLC	Meeting with MSW and Case Manager.	0.20	350	70.00
203001	07/03/08	LF	Discussions with attorneys.	0.30	110	33.00
202969	07/06/08	MSW	Review and Revise letter to Ed Ewert re: appointment of Special Prosecutors; complete, print, sign, and send. (RR)	0.90	550	495.00

Summary of Services

FF	Faith Fish	2.80 hr	@ 0.00	N/C
FF	Faith Fish	1.10 hr	@ 110.00	\$ 121.00
LF	Leonard Fowler III	36.30 hr	@ 110.00	\$ 3993.00
LF	Leonard Fowler III	1.00 hr	@ 0.00	N/C
MSW	Marshal S. Willick	16.60 hr	@ 550.00	\$ 9130.00
RLC	Rick L. Crane	17.60 hr	@ 350.00	\$ 6160.00

Prebill for Matter 00-050, POST-Ms. Cislle Anne Vaile PorsbollPage four

Total Professional Services	75.40	\$ 19,404.00
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Costs and Disbursements

203014 06/17/08	LPSR Legal Process runner service. Out of Area.	20.00
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Total Costs and Disbursements	\$ 20.00
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Interest Charge

Late Charge on past due balance of \$73,804.84	\$ 1,019.11
--	-------------

Percentage Rate: 18.00 percent

Days in Billing Cycle: 28

TOTAL NEW CHARGES	\$ 20,443.11
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Applied from Retainer to fee charges	-264.00
--------------------------------------	---------

Unpaid Balance of New Charges	\$ 20,443.11
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SUMMARY OF ACCOUNT

Balance Forward	\$139,831.48
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Total New Charges	20,443.11
-------------------	-----------

Payments and Credits	-264.00
----------------------	---------

TOTAL BALANCE DUE *** Plus Retainer Due Below ***	\$160,010.59
---	--------------

Aged Balance	Current	Over 30	Over 60	Over 90	Total
Fees	21398.00	0.00	6243.00	67561.84	95202.84
Costs	20.00	0.00	0.00	0.00	20.00
4% Costs	0.00	0.00	0.00	2230.23	2230.23
Interest	2187.98	0.00	979.33	59390.21	62557.52
TOTAL	23605.98	0.00	7222.33	129182.28	160010.59

Total Hours to Date	706.05
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Total Fees Case to Date	\$131,843.00
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Total Costs Case to Date	\$ 6,500.91
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Total 4% Costs to Date	\$ 3,635.88
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Total Interest Case to Date	\$ 62,557.52
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Total Payments Case to Date	\$ 43,409.72
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Total Credits Case to Date	\$ 1,117.00
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**LATE CHARGE WILL BE CHARGED ON PAST DUE AMOUNTS AT
THE RATE OF 18.00 PERCENT**

Prebill for Matter 00-050 POST-Ms. Cistlie Anne Vaile PorsbollPage five

Retainer Account

Retainer Balance Forward

\$ 0.00

42807 06/19/08 Paid by Mr. Robert Scotlund Vaile (garnishment)
07/08/08 Applied from Retainer to fee charges264.00
-264.00New Retainer Account Balance\$ 0.00

Willick Law Group
3591 E. Bonanza Rd., Suite 200
Las Vegas, Nevada 89110-2101
Web page: www.willicklawgroup.com
Billing Q&A seth@willicklawgroup.com

July 22, 2008

Ms. Cisilie Anne Vaile Porsboll
Nordassloyfa 29A
1251 Oslo
Norway

File Number: 00-050.POST

RE: Vaile v. Vaile, Robert

Statement of Account for Services Rendered Through July 22, 2008

Professional Services

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, November 2, 2007			
LF	Discussion with attorney on motion status.	0.30	33.00
Monday, November 5, 2007			
LF	Revising Motion.	1.00	110.00
Friday, November 9, 2007			
LF	Revised calculations and motion for filing with court.	1.60	176.00
LF	Made call to District Attorney left message, drafted fax to District Attorney as followup.	0.40	44.00
Tuesday, November 13, 2007			
LF	Transmitted motion to Court for filing.	0.20	22.00
Wednesday, November 14, 2007			
LF	Calendaring events and hearing date.	0.20	22.00
LF	Drafted certificate of service and transmitted motion to opposing party, certified return receipt as well as regular mail.	0.50	55.00
Thursday, November 15, 2007			
LF	Transmitted documents.	0.20	22.00
LF	Telephone call to District Attorney for information requested.	0.20	22.00
Friday, November 16, 2007			
LF	Research with District Attorney on status of collections.	0.20	22.00
Wednesday, November 28, 2007			
LF	Hearing preps.	1.00	110.00

Page two
July 22, 2008
Ms. Cislile Anne Vaile Porsboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, December 7, 2007			
LF	Received motion from Scotlund.	0.20	22.00
LF	[REDACTED]	0.60	[REDACTED]
LF	Reviewing Scotlund filing.	1.00	110.00
Tuesday, December 11, 2007			
RLC	Review and edit of Zoom request.	0.30	105.00
RLC	Meeting with Case Manager on Opposition.	0.10	35.00
LF	Drafted ZOOM request and Proposed Order.	1.00	110.00
LF	Drafting Opposition to Motion form Scotlund.	1.20	132.00
Thursday, December 13, 2007			
MSW	Review and Revise Request for submission and proposed order; finalize and submit all.	0.40	220.00
LF	Update meeting with attorney on case status.	0.20	22.00
Tuesday, December 18, 2007			
RLC	Review and edit Opposition to P's Motion.	1.20	420.00
LF	File mainnenance, calendaring, transmitted request for submission of motion.	0.30	33.00
LF	[REDACTED]	0.20	[REDACTED]
MSW	Review and Revise	2.70	1,485.00
Friday, December 21, 2007			
LF	File Maintenance.	0.10	11.00
Wednesday, January 2, 2008			
LF	Status check with 9th Cir.	0.20	22.00
Monday, January 7, 2008			
LF	Telephone conversation with court on zoom request.	0.20	22.00
Thursday, January 10, 2008			
RLC	Draft hearing outline for Jan 15 hearing.	0.50	175.00
Monday, January 14, 2008			
RLC	Update hearing outline for 1/15/08.	0.30	105.00
LF	Hearing preps.	1.20	132.00
MSW	Review outline; office conference with Mr. Crane.	0.80	440.00
Tuesday, January 15, 2008			
RLC	Draft Order and modify hearing outline.	0.90	315.00
RLC	Hearing prep and attend hearing.	1.50	525.00
LF	Hearing preps - Revised Order.	0.50	55.00
LF	Drafted Notice of Entry of Order and Transmitted to court and opposing party.	0.30	33.00

Page three
July 22, 2008
Ms. Cisilie Anne Vaile Porsboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
MSW	Prepare for and attend hearing in Dept. I; obtain desired order, begin efforts at enforcement.	1.70	935.00
Thursday, January 17, 2008			
LF	Drafted supplement of information requested by court.	0.30	33.00
LF	Transmitted supplement to opposing counsel.	0.20	22.00
Friday, January 18, 2008			
LF	Draft and transmitted notice of change of address to 9th Cir.	0.20	22.00
LF	Reveiwed and edited supplemental filing, and transmitted to court and opposing party.	0.40	44.00
Monday, January 28, 2008			
RLC	Review of all filings by Scotlund.	0.50	175.00
LF	Received Notice of Motion.	0.10	11.00
LF	Calendaring of Events.	0.40	44.00
LF	Reviewing filings.	0.50	55.00
Tuesday, January 29, 2008			
RLC	Draft Opposition and Counter-motion to Motion to set aside Jan 15 Order.	2.80	980.00
FF	Assist LF; prep & send blank AFC to Cisilie by email for her execution	0.30	33.00
FF	Resend AFC blank to Cisilie with new email address NO CHARGE	0.10	N/C
LF	Discussion with attorneys.	0.30	33.00
LF	Drafting and editing Opposition.	1.00	110.00
MSW	Review and respond to Emails.	0.30	165.00
Wednesday, January 30, 2008			
RLC	Add new material to Opposition.	0.30	105.00
LF	Discussion with attorney on current case status.	0.10	11.00
Friday, February 8, 2008			
RLC	Final review of Opposition.	0.50	175.00
MSW	Review and Revise Opposition; instructions to staff.	1.50	825.00
Monday, February 11, 2008			
LF	Download and reviewed filing in appeal.	0.20	22.00
LF	Transmitted Opposition to opposing party and court.	0.30	33.00
Friday, February 22, 2008			
RLC	Review Reply Brief filed by Scotlund.	0.40	140.00
Monday, February 25, 2008			
LF	Made call to DA and draft fax request for update payment history.	0.40	44.00

Page four
July 22, 2008
Ms. Cisilie Anne Vaile Porsboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
LF	Telephone conversation with client on AFC status.	0.20	22.00
FF	Assist LF with call to Cisilie re: AFC	0.10	11.00
FF	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	0.10	N/C
Tuesday, February 26, 2008			
FF	Field call from Cisilie re: AFC - pass to LF NO CHARGE	0.10	N/C
LF	Telephone conversation with client on AFC.	0.40	44.00
LF	Discussion with attorney on 42 UCS sec 652 & 654 made calls to state for resolution.	0.50	55.00
Wednesday, February 27, 2008			
LF	Hearing Preps.	1.40	154.00
LF	File maintenance, organization and review for hearing.	4.00	440.00
Thursday, February 28, 2008			
RLC	Draft Hearing Outline.	0.60	210.00
LF	Hearing preps and file maintenance.	1.80	198.00
Friday, February 29, 2008			
RLC	Meeting with case manager on hearing prep.	0.20	70.00
RLC	Review of case in support of incarceration of Scotlund Vaile.	0.50	175.00
LF	File organization and maintenance. NO CHARGE	1.50	N/C
LF	File organization and maintenance.	1.60	176.00
Monday, March 3, 2008			
MS	Attend and observed trial or hearing. NO CHARGE	1.70	N/C
LF	Attended hearing.	2.00	220.00
LF	Last Minute hearing preps.	1.00	110.00
RLC	Hearing prep.	0.50	175.00
RLC	Attend hearing.	1.80	630.00
MSW	Prepare for and attend hearing in Dept. I; argue all; instructions to staff.	2.50	1,375.00
Tuesday, March 4, 2008			
RLC	[REDACTED]	0.30	[REDACTED]
LF	[REDACTED]	2.50	[REDACTED]
LF	Drafting and Amended order.	1.20	132.00
Wednesday, March 5, 2008			
LF	Drafted Supplemental Filing AFC.	0.40	44.00
LF	Revised and edited amended order.	1.20	132.00
LF	[REDACTED]	1.20	[REDACTED]

Page five
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Thursday, March 6, 2008			
RLC	Review of Order from 3/3/08.	0.30	105.00
Friday, March 7, 2008			
LF	Reviewed order and transmitted to Court.	0.30	33.00
MSW	Review and Revise Order after hearing; finalize, print, sign, and return to staff.	0.90	495.00
Wednesday, March 12, 2008			
RLC	Phone call with DA on client's address and forms for registration in CA.	0.30	105.00
LF	Discussion with attorney on requested information by DA.	0.30	33.00
LF	Received request from DA for copy of Order and related information.	0.20	22.00
Thursday, March 13, 2008			
LF	Run Mlaw Calculations.	0.30	33.00
LF	Drafting response to DA.	0.50	55.00
Friday, March 21, 2008			
LF	Drafted Notice of Entry of Order.	0.50	55.00
LF	Transmitted Amended Order to Scotlund.	0.20	22.00
LF	Assembled documents requested by DA's Office.	0.50	55.00
Sunday, March 23, 2008			
RLC	Execute NOE for Order.	0.10	35.00
Tuesday, March 25, 2008			
LF	Transmitted NOE to Court and opposing party.	0.20	22.00
Wednesday, March 26, 2008			
LF	Drafting response to DA request for documents and information.	1.70	187.00
Thursday, March 27, 2008			
RLC	Review and execute registration paperwork for DA.	0.50	175.00
Monday, March 31, 2008			
FF	Office conference with Seth re: child support check received from DA; email to Cisilie re: heads up check is coming NO CHARGE	0.10	N/C
Thursday, April 3, 2008			
LF	Discussion with attorney on status.	0.10	11.00

Page six
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, April 4, 2008			
RLC	Review Motion to reconsider.	0.50	175.00
LF	File maintenaince.	0.20	22.00
Monday, April 7, 2008			
LF	Drafted Subpoena for employment information.	0.20	22.00
RLC	Discussions with Case Manager and MSW.	0.20	70.00
Wednesday, April 9, 2008			
RLC	Begin Opposition on Vaile Motion	2.70	945.00
MSW	Office conference with all relevant staff re: progress and next steps.	0.20	110.00
Thursday, April 10, 2008			
FF	Email to client re: need US bank account opened	0.10	11.00
FF	Review WP12 directories & move new documents that were inadvertently save in 12 rather than 13 NO CHARGE	0.60	N/C
LF	Discussion with attorneys on collection of attorney fees awards.	0.30	33.00
RLC	Continue work on Opposition.	1.80	630.00
RLC	Meeting with Case Manager and MSW on registration of judgment.	0.30	105.00
RLC	Read email response to subpoena.	0.10	35.00
Friday, April 11, 2008			
RLC	Continue Opposition.	2.10	735.00
Sunday, April 13, 2008			
RLC	Finish Opposition.	2.00	700.00
Monday, April 14, 2008			
LF	Drafting Opposition to Motion to Reconsider.	2.00	220.00
LF	Transmitted opposition.	0.40	44.00
MSW	Review and Revise Opposition.	2.10	1,155.00
Thursday, April 17, 2008			
LF	Discussions with attorneys on followup actions.	0.40	44.00
Thursday, April 24, 2008			
LF	Drafting Order for Examination of Judgment Debtor. Made call to Federal Court to verify procedure for the filing.	1.00	110.00
LF	Drafting Motion for Examination of Judgment Debtor.	1.00	110.00
Friday, April 25, 2008			
LF	Telephone conversation with Federal Court on Examination of Judgment Debtor.	0.30	33.00
LF	Draft and editing of motion and order for examination of	1.10	121.00

Page seven
 July 22, 2008
 Ms. Cissile Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
	judgment debtor.		
Monday, April 28, 2008			
LF	Drafting and editing motion and order for examination of judgment debtor.	0.50	55.00
Tuesday, April 29, 2008			
RLC	Review Reply Brief.	0.30	105.00
LF	Drafting ex parte motion for examination judgment debtor.	1.40	154.00
Wednesday, April 30, 2008			
RLC	Research statute and review, edit, and complete Ex Parte Motion for State Court.	1.50	525.00
LF	Research and edit of ex parte motion for examination of judgment debtor and order.	1.20	132.00
Thursday, May 1, 2008			
RLC	Review and edit Order for Judgement Debtor Exam.	0.30	105.00
RLC	Draft Opposition to Motion for Rule 11 Sanctions.	0.10	35.00
Friday, May 2, 2008			
RLC	Phone call with Court Staff	0.10	35.00
FF	Prep for filing-Exparte Motion for Order NO CHARGE	0.30	N/C
Sunday, May 4, 2008			
RLC	Continue with Opposition to Rule 11 Motion.	1.40	490.00
Monday, May 5, 2008			
LF	Reviewing e-mails.	0.20	22.00
LF	Reveiwed case status.	0.40	44.00
LF	Telephone conversation with court on Ex Parte Motion and Order for Examination of Judgment Debtor, attempting to have set for same date and time as currently scheduled motion hearing 6/11/08.	0.20	22.00
LF	Transmitted order with copy of motion to court.	0.10	11.00
RLC	Review Opposition.	0.20	70.00
MSW	Review and Revise Opposition to Motion for Sanctions, etc.	0.60	330.00
Tuesday, May 6, 2008			
LF	Case review and status check.	0.30	33.00
Friday, May 9, 2008			
RLC	Meeting with Case manager on hearing dates.	0.50	175.00
RLC	Phone call with Court on motions.	0.20	70.00
LF	Research Federal Judgment Debtor Examination rules.	1.50	165.00

Page eight
July 22, 2008
Ms. Cislile Anne Vaile Porsboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Thursday, May 15, 2008			
LF	Transmitting order and Ex Parte Judgment Debtor.	0.10	11.00
Sunday, May 18, 2008			
RLC	Review of new Ex Parte Motion for Exam of Judgment debtor (Federal).	0.20	70.00
Wednesday, May 21, 2008			
LF	File Maintenance. NO CHARGE	1.00	N/C
Friday, May 23, 2008			
LF	File reveiw and reseach. NO CHARGE	2.00	N/C
LF	Research online case reveiw with file.	1.50	165.00
LF	Attempting to set up US Bank Account.	1.00	110.00
Tuesday, May 27, 2008			
RLC	[REDACTED]	1.30	[REDACTED]
LF	Received and reviewed Memorandum in Support of Renewed Motion.	0.20	22.00
Wednesday, June 4, 2008			
LF	Case review.	0.30	33.00
LF	Received Notice of appearance by Greta G. Muirhead, Esq.	0.10	11.00
LF	Discussions with attorneys on the entry into case of Ms. Muirhead.	0.30	33.00
Thursday, June 5, 2008			
RLC	Phone call with DA on child support collection.	0.20	70.00
LF	Discussion with attorney on case status.	0.20	22.00
Friday, June 6, 2008			
LF	Drafted proposed Bench Warrant.	0.30	33.00
LF	Discussions with attorneys.	0.20	22.00
LF	Drafted Supplement, ran new MLaw calculation based on new information from DA.	1.50	165.00
Sunday, June 8, 2008			
RLC	Execute Supplemental Exhibit.	0.10	35.00
Monday, June 9, 2008			
LF	Hearing preps.	1.70	187.00
Tuesday, June 10, 2008			
RLC	Meeting with JR on case.	0.40	140.00
RLC	Hearing preparation.	4.00	1,400.00
MSW	Office conference with Attorney Crane, Re: upcoming	0.30	165.00

Page nine
 July 22, 2008
 Ms. Cisiile Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
	hearing.		
LF	Drafting letter on division of funds.	1.00	110.00
LF	Received and reviewed Errata to Ex Parate Motion.	0.70	77.00
LF	Reviewed and discussed with attorney on Motion to Recuse.	0.40	44.00
LF	Reveiwed and discussion with attorney.	0.30	33.00
LF	Received and reveiwed oppotion to Ex Parate Motion allowing Examination Judgment Debtor.	1.00	110.00
LF	Filed supplement to opposition.	0.20	22.00
LF	Drafted and revised bench warrant.	0.20	22.00
Wednesday, June 11, 2008			
FF	Attend and observe hearing in Dept I; assist LF NO CHARGE	2.40	N/C
FF	Research for c/s calculations & submitted pleadings	0.40	44.00
FF	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	0.20	N/C
FF	Assist in research on MLaw Calculation used at Federal level	0.70	77.00
FF	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	0.20	N/C
RLC	Finalized hearing prep.	0.70	245.00
RLC	Attend motion heaing.	3.00	1,050.00
MSW	Prepare for and attend hearing in Dept. I; argue all matters, interminably.	4.30	2,365.00
LF	Hearing Preps.	1.00	110.00
LF	Attended hearing.	3.00	330.00
LF	Working on calculations for support. MLaw.	0.80	88.00
LF	Drafting order to show cause.	0.70	77.00
LF	Ran revised Mlaw calculation for supplement.	1.40	154.00
Friday, June 13, 2008			
RLC	Review of documents for Order to show cause and motion for sanctions.	0.70	245.00
LF	Placed call to court on hearing dates.	0.30	33.00
LF	Drafting supplement to opposition.	1.40	154.00
LF	Transmitted Order to court.	0.10	11.00
LF	Drafting supplement to opposition.	2.00	220.00
LF	Drafted Order to Show Cause.	0.50	55.00
Monday, June 16, 2008			
RLC	Draft Bar Complaint.	0.80	280.00
RLC	Work on MLAW calc to prepare for July 11 hearing.	1.10	385.00
MSW	Review and Revise Bar Complaint; e-mails as to various matters.	1.30	715.00

Page ten
 July 22, 2008
 Ms. Cissile Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Tuesday, June 17, 2008			
RLC	Final review of MLAW Calculation.	0.30	105.00
LF	Drafting order for hearing held 6/11/08.	1.40	154.00
Wednesday, June 18, 2008			
LF	Revising MLaw Calculations.	1.00	110.00
LF	Drafted third supplement.	0.40	44.00
LF	Reviewing tape for preparation of order for 6/17/08 hearing.	2.20	242.00
LF	Discussion with court on vacating 7/3 hearing.	0.20	22.00
Thursday, June 19, 2008			
RLC	Meeting with Case Manager on schedule of arrearages.	0.20	70.00
LF	Drafted fourth supplement on child support calculations as requested by court at 7/11 hearing including billing statement.	0.70	77.00
LF	Discussion with attorneys.	0.20	22.00
LF	File maintenance. NO CHARGE	1.00	N/C
LF	Drafting order for 6/17/08 hearing.	3.00	330.00
MSW	Review and respond to Emails. Review and revise written communication to Ed Ewert at D.A.'s office, with all supporting calculations.	1.10	605.00
Friday, June 20, 2008			
RLC	Review and execution of supplemental exhibit.	0.20	70.00
Saturday, June 21, 2008			
RLC	Review, edit and smooth proposed Order for 6/11/08.	0.50	175.00
Tuesday, June 24, 2008			
LF	Received call from Court requesting we respond to Mrs. MuirHead's letter.	0.10	11.00
LF	Discussion with attorneys.	0.20	22.00
LF	Drafting response letter as requested by Court.	1.60	176.00
MSW	Review and Revise Order.	0.50	275.00
Wednesday, June 25, 2008			
LF	Research on legitavie history and notes on penalty caculations.	2.00	220.00
MSW	Review and Revise letter to court on calculation of interest and penalties, and whether an amicus brief should be filed (start).	0.80	440.00
Thursday, June 26, 2008			
MSW	Review and Revise letter to court on calculation of interest and penalties, and whether an amicus brief should be filed (finish).	5.10	2,805.00

Page eleven
July 22, 2008
Ms. Cisilie Anne Vaile Porsboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Monday, June 30, 2008			
RLC	Review of letter to Judge Moss.	0.50	175.00
MSW	Final edits to letter to J. Moss on MLAW calculations.	2.10	1,155.00
LF	Case discussion with attorney.	0.10	11.00
Tuesday, July 1, 2008			
RLC	Phone call with BK trustee attorney.	0.50	175.00
RLC	Phone call to US Trustee for BK.	0.10	35.00
RLC	Review of BK documents.	0.40	140.00
LF	Research on bankruptcy filing, down load bankruptcy documents.	1.20	132.00
LF	Telephone conversation with Trustee's office and attorney.	0.50	55.00
LF	Assembling documents for transmission to trustee of orders and judgments.	1.00	110.00
LF	Research and telephone conversation with various offices in California and their District Attorneys Office for child support [REDACTED]	1.20	132.00
LF	Reveiwing downloaded bankruptcy documents.	0.60	66.00
Wednesday, July 2, 2008			
RLC	[REDACTED]	2.50	875.00
RLC	Email to US Trustee for BK.	0.50	175.00
RLC	Review of OC comments of Order.	0.70	245.00
MSW	[REDACTED]	0.20	110.00
LF	Research bankruptcy and what can be discharged if only one spouse is filing.	2.00	220.00
LF	Reviewed proposed changes to order from Muirhead.	1.00	110.00
LF	Discussed changes requested by Muirhead with attorney.	0.40	44.00
Thursday, July 3, 2008			
RLC	[REDACTED]	0.20	70.00
RLC	Smooth Order and draft letter to Judge Moss.	0.50	175.00
RLC	Meeting with MSW and Case Manager.	0.20	70.00
LF	Discussions with attorneys.	0.30	33.00
Saturday, July 5, 2008			
RLC	Complete letter to Ed Ewert on prosecution.	1.50	525.00
Sunday, July 6, 2008			
MSW	[REDACTED]	0.90	495.00
Monday, July 7, 2008			
RLC	REview of documents and research into claims.	1.30	455.00
RLC	[REDACTED]	0.40	[REDACTED]

Page twelve
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
MSW	[REDACTED]	2.40	[REDACTED]
LF	Transmitted letter and proposed Order to Court and opposing counsel.	0.10	11.00
LF	Drafting motion to strike.	4.20	462.00
Tuesday, July 8, 2008			
RLC	Review and edit of Motion to Strike.	1.70	595.00
RLC	REview of filings in Vaile case.	0.40	140.00
MSW	Review and Revise Supplemental Authorities.	1.20	660.00
LF	Drafting and revising motion to strike.	3.00	330.00
LF	Drafted notice of motion, and motio/opposition information sheet, and certificate of service.	0.40	44.00
LF	Drafted Ex Parte application for OST and OST.	1.50	165.00
LF	Revising motion to strike, assembling exhibits filed with court, and transmitted to opposing counsel.	1.00	110.00
Wednesday, July 9, 2008			
LF	Running calculations MLaw and comparison with DA report.	3.00	330.00
LF	Drafting hearing outline.	1.40	154.00

Summary of Services

FF	Faith Fish	1.60 hr @ 110.00	\$ 176.00
FF	Faith Fish	4.10 hr @ 0.00	N/C
LF	Leonard Fowler III	112.60 hr @ 110.00	\$ 12386.00
LF	Leonard Fowler III	5.50 hr @ 0.00	N/C
MS	Mandy Schoepf	1.70 hr @ 0.00	N/C
MSW	Marshal S. Willick	33.90 hr @ 550.00	\$ 18645.00
RLC	Rick L. Crane	53.80 hr @ 350.00	\$ 18830.00

Total Professional Services

~~\$ 47,522.00~~

~~\$ 50,037.00~~

4% Cost charge

3,635.88

Total Including Costs Charge

\$ 53,672.88

Costs and Disbursements

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/25/08	[REDACTED]	[REDACTED]
03/25/08	[REDACTED]	[REDACTED]
03/27/08	Legal Process runner service. Out of Area.	20.00
04/04/08	Parking.	9.00
04/22/08	Legal Process Service. Service on: DA Family Support Division.	50.00

Page thirteen
 July 22, 2008
 Ms. Cissile Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Date</u>	<u>Description</u>	<u>Amount</u>
06/17/08	Legal Process runner service. Out of Area.	20.00
	Total Costs and Disbursements	\$ 189.00

Interest Charge	\$ 62,659.82
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TOTAL NEW CHARGES	\$116,521.70
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PAYMENTS AND CREDITS

09/10/00	Applied from Retainer to fee charges	-2,396.00
09/10/00	Applied from Retainer to cost charges	-90.00
09/10/00	Applied from Retainer to tax charges	-14.00
11/01/00	Wire transfer from Norway.	-7,748.00
11/10/00	Released from security deposit to pay on balance.	-488.50
11/13/00	Wire transfer of funds from Norway.	-7,212.00
01/10/01	Applied from Retainer to fee charges	-9,537.73
01/10/01	Applied from Retainer to cost charges	-1,318.66
01/31/01	Clerk of the Court returned check number 12200 for estimated transcript costs.	-390.00
05/10/01	Applied from Retainer to fee charges	-8,207.10
05/10/01	Applied from Retainer to cost charges	-1,767.90
04/18/03	Refund check #03526 from Nevada Supreme Ct.	-250.00
01/14/04	Data entry error on 12/18/03 by FF. Should have been entered in TORT	-70.00
03/12/08	Entries should have been made into the GARN matter for LF on March 4 for 2.5 hours and March 5 for 1.2 hours	-407.00
04/10/08	Applied from Retainer to fee charges	-955.64
04/10/08	Applied from Retainer to cost charges	-2,224.10
04/30/08	Garnishment from Wachovia Corp.	-13.95
05/09/08	Applied from Retainer to fee charges	-351.00
05/09/08	Applied from Retainer to cost charges	-119.00
06/10/08	Applied from Retainer to fee charges	-652.14
06/10/08	Applied from Retainer to cost charges	-50.00
07/10/08	Applied from Retainer to fee charges	-264.00
07/22/08	Paid by R. Scotlund Vaile.	-264.00

Total Payments and Credits	\$-44,790.72
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SUMMARY OF ACCOUNT

Balance Forward	\$ 0.00
Total New Charges	116,521.70
Payments and Credits	-44,790.72

TOTAL BALANCE DUE *** Plus Retainer Due Below ***	\$155,314.89
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Page fourteen
July 22, 2008
Ms. Cislle Anne Vaile Porsboll
Vaile v. Vaile, Robert

Retainer Account

Retainer Balance Forward	\$ 0.00
08/22/00 Wire Transfer from Norway.	2,500.00
09/10/00 Applied from Retainer to fee charges	-2,396.00
09/10/00 Applied from Retainer to cost charges	-90.00
09/10/00 Applied from Retainer to tax charges	-14.00
12/27/00 Wire transfer from Norway (100,000 Kroners)	10,856.39
01/10/01 Applied from Retainer to fee charges	-9,537.73
01/10/01 Applied from Retainer to cost charges	-1,318.66
05/10/01 Wire Transfer from Den Norske Bank, Oslo, Norway.	9,975.00
05/10/01 Applied from Retainer to fee charges	-8,207.10
05/10/01 Applied from Retainer to cost charges	-1,767.90
03/25/08 Two checks from DA's office, \$7829.35 and \$120.00. 60% to client (\$4769.61) and 40% to outstanding balance.	3,179.74
04/10/08 Applied from Retainer to fee charges	-955.64
04/10/08 Applied from Retainer to cost charges	-2,224.10
04/22/08 Check 83019408 from State of Nevada (garnishment of child support) original check amount \$575.00. 60/40 split to client.	230.00
04/28/08 Paid by Scotlund Vaile (Garnishment). \$600.00 check \$360.00 directly to client.	240.00
05/09/08 Applied from Retainer to fee charges	-351.00
05/09/08 Applied from Retainer to cost charges	-119.00
05/13/08 Paid by Scotlund Vaile Garnishment	264.00
05/23/08 Paid by Robert Scotlund Vaile (garnishment)	264.00
05/30/08 Garnishment of Robert Vaile.	174.14
06/10/08 Applied from Retainer to fee charges	-652.14
06/10/08 Applied from Retainer to cost charges	-50.00
06/19/08 Paid by Mr. Robert Scotlund Vaile (garnishment)	264.00
07/10/08 Applied from Retainer to fee charges	-264.00

New Retainer Account Balance \$ 0.00

Trust Account

Beginning Trust Balance \$ 0.00

08/22/00 Wire Transfer from Norway.	2,500.00
10/02/00 Paid to Gregory & Bradshaw, P.C.: Texas Counsel	-503.50
11/01/00 Payment for legal services from Gregory & Bradshaw, P.C. (Texas Counsel)	-1,508.00
11/10/00 Release of security deposit to pay on balance.	-488.50

Ending Trust Balance \$ 0.00

ORIGINAL

FILED IN OPEN COURT

8-15 20 08

CHARLES J. SHORT
CLERK OF THE COURT

BY

CONNIE RALSH

DEPUTY

ORDER

WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ROBERT SCOTLUND VAILE,

Plaintiff,

vs.

CISILIE VAILE PORSBOLL,

Defendant.

CASE NO: 98-D-230385

DEPT. NO: 1

DATE OF HEARING: 06/11/2008

TIME OF HEARING: 9:00 A.M.

ORDER FOR HEARING HELD JUNE 11, 2008

This matter came before the Court on Plaintiff's *Motion For Reconsideration and To Amend Order or Alternatively, For A New Hearing and Request to Enter Objections and Motion to Stay Enforcement of the March 3, 2008 Order, Plaintiff's Renewed Motion For Sanctions, and Plaintiff's Ex Parte Motion to Recuse, and Defendant's Oppositions.* Defendant, Cisilie A. Porsboll, f.k.a. Cisilie A. Vaile was not present ~~as she resides in Norway~~ ^{Ca}, but was represented by her attorneys of the WILLICK LAW GROUP, and Plaintiff was not present but was represented by Greta G. Muirhead, Esq., in an unbundled capacity for this hearing only, having been duly noticed, and the Court having read the papers and pleadings on file herein by counsel and being fully advised, and for good cause shown:

WILLICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

1 **IT IS HEREBY ORDERED** that:

2 1. An *Order to Show Cause* is issued as to why the Plaintiff failed to attend the
3 Judgment Debtor Examination, Plaintiff's counsel will accept service on behalf of Plaintiff.

4 2. Plaintiff's *Motion to Recuse* is DENIED.

5 3. Plaintiff's *Motion for Sanctions* is DEFERRED.

6 4. Defendant's *Motion* for the posting of a bond is DENIED.

7 5. A GOAD Order is GRANTED IN PART, Plaintiff is not to file any further Motions
8 filed in proper person due to the ~~inordinate~~ ^{excessive} number of filings, unless it is pre-approved through
9 chambers first, and copied to Defendant prior to being filed with the clerk.

10 6. If Robert Scotlund Vaile does not appear on July 11, 2008, at 8:00 A.M. and provide
11 good cause for failure to appear on June 11, 2008, for his examination of judgment debtor, a warrant
12 for his arrest may be issued.

13 7. Plaintiff, Robert Scotlund Vaile, shall file an *Affidavit of Financial Condition* with
14 the Court in accordance with current Nevada Law before July 11, 2008.

15 8. Plaintiff is not allowed to make any further appearances via telephone and must
16 appear in person for all hearings where he is not represented by counsel.

17 9. Based upon equitable considerations and contract principles, the sum certain for the
18 child support obligation is set at \$1,300.00 per month from August 1998, the date of the Decree.

19 10. Defendant's counsel shall file with the Court an updated billing statement, and the
20 request for reconsideration of prior fees, and further attorney's fees, is deferred to the hearing set for
21 July 11, 2008.

22 11. Plaintiff, Robert Scotlund Vaile, shall be given the opportunity at the next hearing
23 to offer explanation as to why he has failed to pay child support since April, 2000.

24 12. Child support arrears, which were reduced to judgment at the March 3, 2008, hearing
25 remain in effect, but are subject to revision under NRCP 60(a), as to the issue of interest and
26 penalties, if it is discovered that there has been a mathematical error in their computation.

27 13. Plaintiff's request for child support credit from May 2000 until April 2002, is
28 DENIED.

1 14. At the next hearing in this matter, the Court requires the input of the District
2 Attorneys Office, either by direct testimony, affidavit, or letter, as to the calculations for penalties
3 on a child support obligation.

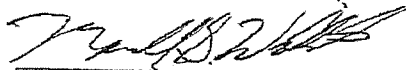
4 15. Plaintiff's request to strike the statement of the law concerning criminal thresholds
5 for failure to pay child support, contained in the March 3, 2008, Order is DENIED, as it just recites
6 a statute.

7 DATED this 15 day of August, 2008.

8 
9
10 DISTRICT COURT JUDGE

11 Respectfully Submitted By:
12 WILICK LAW GROUP

Approved as to Form and Content By:
GRETA G. MUIRHEAD, ATTORNEY AT LAW

13 

14 MARSHAL S. WILICK, ESQ.
15 Nevada Bar No. 002515
16 RICHARD CRANE, ESQ.
17 Nevada Bar No. 009536
18 3591 East Bonanza Road, Suite 200
19 Las Vegas, Nevada 89110-2101
20 Attorneys for Defendant

21 

22 GRETA G. MUIRHEAD, ESQ.
23 Nevada Bar No. 003957
24 9811 West Charleston Blvd., Suite 2-242
25 Las Vegas, Nevada 89117
26 (702) 434-6004
27 Attorney for Plaintiff

28 P:\wp13\JAVILEL\F0365.WPD

WILICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 434-4100

EXHIBIT A

FILED

JAN 15 9 13 AM '08

CLERK OF COURT

1 **ORDER**

2 WILICK LAW GROUP
3 MARSHAL S. WILICK, ESQ.
4 Nevada Bar No. 002515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 (702) 438-4100
8 Attorneys for Defendant

9
10 **DISTRICT COURT**
11 **FAMILY DIVISION**
12 **CLARK COUNTY, NEVADA**

13 ROBERT SCOTLUND VAILE,

14 Plaintiff,

15 vs.

16 CISILIE A. PORSBOL, fna CISILIE A. VAILE,

17 Defendant.

CASE NO: 98D230385D
DEPT. NO: I

DATE OF HEARING: 01/15/08
TIME OF HEARING: 9:00 a.m.

18 **ORDER**

19 This matter came before the Hon. Cheryl B. Moss, at the date and time above, on Defendant's
20 *Motion to Reduce Arrears in Child Support to Judgment, to Establish a Sum Certain Due Each*
21 *Month in Child Support, and for Attorney's Fees and Costs.* Plaintiff, Robert Scotlund Vaile, was
22 not present. Defendant, Cisilie A. Porsbol, was not present, but was represented by her attorneys, the
23 WILICK LAW GROUP.

24 **FINDINGS:**

- 25 1. There was no Opposition filed.
26 2. Mr. Vaile has not moved for a reduction in child support in any jurisdiction.
27 3. This Court has continuing jurisdiction over the subject matter of this case.
28 4. Mr. Vaile established the current \$1,300 of child support due each month.

- 1 5. The Federal District Court for the District of Nevada found that Mr. Vaile was in arrears in
2 child support as of February, 2006, in the amount of \$138,500.
3 6. Mr. Vaile has continued to incur arrearages, interest, and penalties on this amount equalling
4 a total due as of the date of hearing of \$226,661.23.
5 7. Mr. Vaile's refusal to pay child support to his children has forced the Defendant to return to
6 Court to have the amount reduced to judgment.

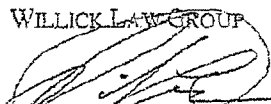
7 ORDERS:

- 8 1. Mr. Vaile is to pay \$1,300 per month in child support for his two minor children.
9 2. Arrearages in the amount of \$226,569.23 are immediately reduced to judgment and
10 collectible by all lawful means.
11 3. Mr. Vaile is to pay Cisilie's reasonable attorney fees for having to bring this action to the
12 Court. As such, the amount of 5100⁰⁰ is immediately reduced to judgment and is collectible
13 by all lawful means.
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CHERYL B. MOSE
DISTRICT COURT JUDGE

Submitted by:

WILLOCK LAW GROUP


MARSHAL S. WILLOCK, ESQ.
Nevada Bar No. 002515
RICHARD L. CRANE, ESQ.
Nevada Bar No. 009536
3591 East Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100
Attorneys for Defendant

Print:131VAILEURLC0715 WPD


CLERK OF THE COURT

JAN 15 9 25 AM '08

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

ORIGINAL

FILED

JUL 9 3 16 PM '08

C. Cortez
CLERK OF THE COURT

1 **BREF**
2 CATHERINE CORTEZ MASTO
3 Attorney General
4 Donald W. Winne, Jr.
5 Senior Deputy Attorney General
6 Nevada Bar No. 3846
7 100 North Carson Street
8 Carson City, NV 89701
9 Attorney for State of Nevada,
10 Division of Welfare & Supportive Services

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DISTRICT COURT
CLARK COUNTY, NEVADA

ROBERT SCOTLUND VAILE,

Plaintiff,

vs.

CISILE A. PORSBOLL, f/n/a CISILE
A. VAILE,

Defendant.

Case No. D230385
Dept No. I

FRIEND OF THE COURT BRIEF

Date of Hearing: 7/11/08
Time of Hearing : 8:00 A.M.

The State of Nevada, Division of Welfare and Supportive Services, Child Support Enforcement Program (CSEP), by and through counsel, CATHERINE CORTEZ MASTO, Attorney General, and Senior Deputy Attorney General, Don Winne, hereby files this Friend of the Court Brief. This brief is based on the attached Points and Authorities as well as all the pleadings and papers on file herein.

///

///

1 **POINTS AND AUTHORITIES**

2 This pleading is being filed solely for the purpose of ensuring this Court receives first
3 hand the position of CSEP on their interpretation of NRS 125B.095.

4 **Background**

5 CSEP is a federally funded program created under Title IV-D of the Social Security
6 Act and codified in 42 USC § 666 et. seq. CSEP is required to meet these requirements to
7 obtain federal funding for both CSEP and the state's Temporary Assistance for Needy
8 Families Program (TANF).¹ CSEP is overseen and audited by the Federal Office of Child
9 Support Enforcement (OCSE) for compliance with these requirements. CSEP contracts with
10 various District Attorneys' Offices (DAs) throughout the state to provide child support services
11 as required under OCSE. The DAs that provide child support services as part of this program
12 are required by this contract to follow the position of CSEP in the calculation of penalties.
13 OCSE holds CSEP responsible for child support compliance and therefore CSEP controls that
14 program on that basis.

15 The 2003 Legislature advised CSEP to implement penalties as part of the collection of
16 child support in connection with CSEP's participation in the federal child support enforcement
17 program. When CSEP started to review the implementation of penalties it found the language
18 in NRS 125B.095 ambiguous and requested a legal opinion on the interpretation of NRS
19 125B.095. CSEP obtained an opinion from the Attorney General's Office and proceeded to
20 pass regulations on the implementation of penalties as part of the collection of child support.
21 A copy of that opinion is attached and incorporated herein by this reference as Exhibit 1. The
22 opinion includes a full legal analysis of the statutory interpretation of NRS 125B.095. Mr.
23 Willick participated in the workshops for these regulations and expressed his position on NRS
24 125B.095. Mr. Willick's position ran counter to that of CSEP, legislative history of the statute,
25 and the current emphasis by OCSE on child support arrears management.²

26 ¹ In 1996 welfare reform legislation ended the Aid to Families with Dependent Children ("AFDC") entitlement
27 program and replaced it with the Temporary Assistance for Needy Families ("TANF") block grant program. See
28 Pub. L. No. 104-193, 110 Stat. 2105 (1996) (adding Section 403, codified at 42 U.S.C. § 603).

² OCSE funded studies to ascertain the effectiveness of penalties and interest in the collection and enforcement
of child support. See: <http://www.acf.hhs.gov/programs/cse/pubs/reports/colorado/bk01.html>

1 In January 2005, CSEP passed regulations based on its interpretation of
2 NRS 125B.095, a copy of regulation 615 is attached hereto and incorporated herein by this
3 reference as Exhibit 2. Mr. Willick offered to share the source code³ of his program in an
4 effort to persuade CSEP to use it in programming penalties for the program. CSEP's federal
5 requirements for collection and distribution of child support payments contained in 42 USC
6 § 666 et. seq. rendered Mr. Willick's program source code useless to CSEP. Finally, CSEP's
7 position, then and now, is that Willick's position runs counter to the legislative history of the
8 statute.

9 CSEP worked with another DA to introduce AB473 in the 2005 Legislature to correct
10 the ambiguity of NRS 125B.095 and deal with penalty issues where a late payment was not
11 the fault of the non-custodial parent (NCP). The Legislature heard testimony from all sides,
12 including Mr. Willick. CSEP informed the 2005 Legislature of CSEP's regulation and position
13 on NRS 125B.095. The Legislature ultimately took no action on the clarifying language, but
14 did pass the penalty exception language proposed in the bill. The bottom line is the
15 Legislature left in place the status quo knowing CSEP would operate under their position.

16 **Is the statute ambiguous?**

17 Yes, the statue is imprecise and open to interpretation and therefore is subject to
18 interpretation based on legislative history. See Exhibit 1 for a complete legal analysis on this
19 point. Mr. Willick admitted this in his June 30, 2008 letter to the Court on page 8.⁴ Mr.
20 Willick's position is the language in the statute supports his position. However, if the language
21 is open to interpretation the law is clear that legislative history controls.

22 **Does the legislative history support CSEP's position?**

23 Yes, the legislative history of AB 604⁵ from the 1993 Legislature supports the one time
24 penalty on missed monthly payments. The Attorney General's Opinion references in detail
25 that throughout the legislative history there are statements that confirm it was intended as a
26 one time penalty versus an ongoing interest charge as proposed by Mr. Willick. See Exhibit 1.

27
28 ³ This is the programming computer code that runs the calculations in his Marshal Law computer program.

⁴ "But his 'bottom line' that the statute, as phrased, is imprecise and arguably ambiguous is probably sound."

⁵ The legislative history can be accessed at: <http://www.leg.state.nv.us/cb/research/library/1993/AB604.1993.pdf>

1 Mr. Willick, to date, fails to offer any legislative history that supports his position. Mr. Willick
2 alludes in his June 30, 2008 letter to the Court that he had some communication with
3 Chairman Sader on this bill. However, Chairman Sader never mentions on the record any
4 contact with Mr. Willick. Chairman Sader also never makes any statements on the record that
5 support Mr. Willick's position on the application of penalties assessed on missed child support
6 payments. Chairman Sader did state he was concerned with charging interest on the late
7 payment of child support since there already was an interest provision in another bill⁶. In fact,
8 based on all the comments contained in the record, the intent of the legislation clearly
9 supports CSEP's position that the NCP is encouraged to pay current monthly payments within
10 the month they are due or a one time late penalty will be charged for failure to pay the current
11 child support obligation in full within the month it is due.

12 First, Mr. Willick argues that because the 2005 Legislature failed to adopt the new
13 language proposed by AB473 that it agreed with his position⁷. If that was true why would it
14 allow CSEP to continue with its regulation and policies which clearly fly in the face of Mr.
15 Willick's position? The only certain supposition that can be drawn from the Legislature's
16 inaction on the corrective language of the bill is that it wanted to maintain the status quo.
17 Finally, *Sierra Pac. Power Co. v. Department of Taxation*, 96 Nev. 295, 298, 607 P.2d 1147
18 (1980) states: "legislative acquiescence to the agency's reasonable interpretation indicates
19 that the interpretation is consistent with legislative intent." The Legislature specifically knew of
20 CSEP's interpretation of NRS 125B.095 and took no action to change the law or the
21 interpretation.

22 Second, Mr. Willick argues that his position is correct because no person or court has
23 challenged his position or his program. This is a specious argument. In reality, Mr. Willick's
24 statement only proves that until Ms. Muirhead raised the issue, no person to date has been
25 able to connect the dots that in this State there currently exist two ways of calculating
26

27 ⁶ See Legislative Counsel Bureau's Summary of Legislation on AB 604, page 59 on the discussion between
28 AB 604 and SB 298. Chairman Sader specifically states AB 604 was changed to deal with penalty and the two
bills are not inconsistent.

⁷ The legislative history is not online at this point. However, if requested I can file a supplement that would
include this history if the Court deems it necessary to the resolution of this issue.

1 penalties for the purposes of child support enforcement. If that argument were to stand then
2 CSEP's position is just as valid because no person or court has challenged CSEP's position
3 or calculation.

4 Third, Mr. Willick counters that CSEP's position charges the NCP more than his
5 program does based on the "per annum" reference in statute. Yes, the 10% penalty as
6 applied on a monthly basis is more than the 8.33% calculation using a "per annum" theory.
7 However, CSEP wants to make the point up front that the NCP needs to pay all of his child
8 support on time. When families cannot count on those monthly payments, especially in these
9 hard times, they suffer damaging financial effects. CSEP knows based on the legislative
10 history, that this is what the Legislature intended because it refers to the same one time
11 penalties everyone is subject to when they are late paying their other bills. Therefore, just as
12 a business charges fees for late payments, the late penalty on an overdue child support
13 payment was never intended to be an ongoing interest calculation until the sum is paid.

14 Mr. Willick's program continues calculating 10% percent on the total missed payments
15 just like an additional interest calculation on the total arrears. Therefore, in any given year of
16 12 months of missed payments, the NCP is charged interest on the missed payments under a
17 NRS 99.040 calculation and a 10% interest applied under Willick's position of NRS 125B.095⁶,
18 and hence, the statement contained in the Opinion regarding double interest. The studies
19 referenced in footnote 2 demonstrate that such interest assessments disproportionately
20 impact low income NCPs. This leads to another concern about the unequal treatment of
21 NCPs in this State where, depending on who calculates penalties, NCPs in the same
22 representative class will be treated differently on the penalties they will be required to pay.

23 Finally, CSEP is an administrative agency tasked with the establishment, collection,
24 and disbursement of child support under federal and state statutes. CSEP is responsible for
25 promulgating regulations pursuant to NRS 425.365 to carry out the functions stated in the last
26 sentence. The statutes that CSEP is required to deal with include NRS 125B.095 which

27
28 ⁶ In an example of \$100/month not paid for one year. Willick's position would require the NCP to pay \$120 in
penalties. CSEP would require NCP to pay \$120. Now extend that out again another year and Willick would
charge \$240 at the end of the second year for a total of \$360 and CSEP would charge \$120 for a total of \$240.

1 specifically mentions enforcement by CSEP. Therefore, any regulation passed by CSEP is,
2 by law, given deference in the promulgation and enforcement of those regulations, as well as
3 CSEP's interpretation of the statute. See *Oliver v. Spitz*, 76 Nev. 5, 348 P.2d 158 (1960); and
4 also *Cable v. State ex rel. its Employers Insurance Company of Nevada*, 122 Nev. 120, 127
5 P.3d 528, 532 (2006) (Further, the statutory interpretation of a coordinate governmental
6 branch or an agency . . . is entitled to deference.) CSEP's regulation that interprets NRS
7 125B.095 cannot be overturned without a finding of arbitrary or capricious action on the part of
8 CSEP. The ability of anyone to prove this point would be difficult at best given the legislative
9 history already discussed herein. Furthermore, since CSEP is not joined as part of this case
10 and is only appearing as a Friend of the Court to inform the Court of its position, the Court has
11 no ability to set aside CSEP's regulation.

12 Conclusion

13 In summary, NRS 125B.095 is ambiguous. When a statute is ambiguous, case law
14 requires that courts look to the legislative history to resolve the ambiguity in the statute. Yes,
15 the "per annum" was dropped in CSEP's interpretation because it did not fit the legislative
16 history or any of the other statutory uses of the phrase "per annum." The application of the
17 "per annum" did not create the extra incentive for the NCP to timely pay in full the monthly
18 child support payment. A 10% penalty on the monthly child support payment will be a
19 proportional penalty that the Legislature intended to get the attention of the NCP on a monthly
20 basis rather than an end-of-year basis. Finally, CSEP's position gives effect to the clear
21 legislative intent of the statute, is correctly linked to implementing the policy of promoting
22 prompt child support payments within the month it is due, and is equally proportional in its
23 application of penalizing low income and high income NCPs based on their child support
24 payments.

25 Dated this 9 day of July, 2008.

26 CATHERINE CORTEZ MASTO
27 Attorney General

28 By: Linda C. Anderson
for DONALD W. WINNE, JR.
Senior Deputy Attorney General

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AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that this document does not contain the personal information of any person.

DATED this 9 day of July 2008.

CATHERINE CORTEZ MASTO
Attorney General

By: Linda C Anderson
for DONALD W. WINNE, JR.
Senior Deputy Attorney General

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Office of the Attorney General and that on this 9th day of July 2008, I served one true copy of the attached **FRIEND OF THE COURT**

BRIEF by facsimile to:

Marshal Willick
3591 E. Bonanza Road Ste 200
Las Vegas, Nevada 89110
Fax: (702) 438-5311

Greta Muirhead
9811 W. Charleston Blvd. #2242
Las Vegas, Nevada 89117
(702) 434-6033

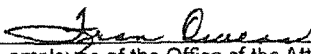

An employee of the Office of the Attorney General

EXHIBIT "1"

ATTORNEY GENERAL
NEVADA DEPARTMENT OF JUSTICE

100 North Carson Street
Carson City, Nevada 89701-4717

BRIAN SANDOVAL
Attorney General

ANN WILKINSON
Assistant Attorney General



October 22, 2004

Nancy K. Ford
Administrator
Welfare Division
1470 East College Parkway
Carson City, Nevada 89706

Dear Ms. Ford:

You have requested an opinion from this office concerning the authority of the Welfare Division, Child Support Enforcement Program (Welfare) under NRS 125B.095(2) to calculate the child support delinquent payment penalty on a monthly basis.

QUESTION

Does the Welfare Division, Child Support Enforcement Program, have authority under NRS 125B.092(2) to calculate the child support delinquent payment penalty on a monthly basis as a one-time late fee penalty?

BACKGROUND

On April 28, 2004, Welfare held a public workshop on the issue of implementing NRS 125B.095 as part of Welfare's automated computer system for the enforcement and collection of child support (automated system). Welfare previously proposed to program the automated system to charge the non custodial parent/obligor (obligor) a one-time late fee for failing to pay the monthly child support obligation on time. Public input was presented that differed from Welfare's interpretation of NRS 125B.095. The public input wanted to treat the penalty as interest on the unpaid monthly child support which would run concurrent with interest allowed under NRS 125B.140. NRS 125B.140 references the calculation of interest presented in NRS 99.040. Implementation of the interpretation advanced as part of the public input would, in effect, create the application of double interest on any late and unpaid child support amounts. If Welfare adopted this version, as urged by public input, it would result in significant increases in the amount of child support judgments that obligors would be required to pay for late and unpaid amounts of child support.

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Nancy Ford, Administrator
October 22, 2004
Page 2

Welfare's automated system is integrated under federal law with various databases and tools to help enforce the collection of child support. These tools include reporting to the Internal Revenue Service for tax refund offsets, financial institutions to collect money in the obligors' bank accounts, and reporting delinquent amounts to credit reporting agencies. These tools for enforcement and others are based on automated system calculations of the interest and penalties applied to accruing child support obligation balances reported in the automated system. Welfare's balances will be greatly impacted with the implementation of interest and penalties and thus greatly impact the obligors' financial stability and ability to pay off the automated system's balances. The public input position would further increase the financial burdens to the obligors and create unintended results.

ANALYSIS

NRS 125B.095 states:

1. Except as otherwise provided in NRS 125B.012, if an installment of an obligation to pay support for a child which arises from the judgment of a court becomes delinquent in the amount owed for 1 month's support, a penalty must be added by operation of this section to the amount of the installment. This penalty must be included in a computation of arrearages by a court of this state and may be so included in a judicial or administrative proceeding of another state.
2. The amount of the penalty is 10 percent per annum, or portion thereof, that the installment remains unpaid. Each district attorney or other public agency in this state undertaking to enforce an obligation to pay support for a child shall enforce the provisions of this section. [Emphasis added.]

The operative phrase in this statute that must be given effect is: "or portion thereof." Case law clearly requires that all words in the statute must be given meaning, and therefore, Welfare and this Office need to make a determination about how this phrase operationally affects the remainder of the statute. See *Building Constr. Trades v. Public Works*, 108 Nev. 605, 610, 836 P.2d 633, 636 (1992) (when construing a specific portion of a statute, the statute should be read as a whole, and, where possible, the statute should be read to give plain meaning to all of its parts).

The operative phrase's importance can only be measured by reviewing the language that it appears to modify. The phrase "per annum" appears before the operative phrase and is a common financial expression used in place of "per year." The Nevada Revised Statutes (NRS) uses the phrase "per annum" at least 95 times. The phrase's common use is connected to the calculation of interest on a sum of money;

Nancy Ford, Administrator
October 22, 2004
Page 3

however, there are references in the NRS relating it to water allocations per year. See chapter 538 of the NRS. The "per annum" phrase, when used in the financial context throughout Nevada Statutes, stands alone without any modifying phrase, with NRS 125B.095(2) as the only exception. In all these references, except NRS 125B.095(2), there is no subsequent phrase "or portion thereof." Therefore, the "per annum" phrase by itself must be construed differently than "per annum, or portion thereof."

If Welfare were to construe these two different phrases as the same, it would deny the existence of the operative phrase "or portion thereof." See *One 1978 Chevrolet Van v. County of Churchill*, 97 Nev. 510, 512, 634 P.2d 1208, 1209 (1981) (no part of a statute should be rendered nugatory, nor any language turned to mere surplusage); *Orr Ditch & Water Co. v. Justice Court*, 64 Nev. 138, 153, 178 P.2d 553, 555 (1947) (construction which will leave every word operative will be favored over one which leaves some word or provision meaningless); *State ex rel. City of Las Vegas v. County of Clark*, 58 Nev. 469, 481, 83 P.2d 1050, 1054 (1938) (every word and clause in an act must be given effect if possible and none rendered meaningless by over-nice construction); *State v. Carson Valley Bank*, 56 Nev. 133, 145, 47 P.2d 384, 388 (1935) (must give meaning to all words). If Welfare gives effect to the operative phrase "or portion thereof," the question becomes how would "or portion thereof" effect the common usage of "per annum?"

The common usage of "per annum" means "by the year"¹ and in the common application means a fractional interest calculation to be applied to the sum of money. If NRS 125B.095(2) read: "[t]he amount of the penalty is 10 percent per annum that the installment remains unpaid," Welfare would be required to give effect to the plain meaning of "per annum," as it is in the other 92 financial references in the NRS, which is "by the year." See *Worldcorp v. State, Dept Tax.*, 113 Nev. 1032, 1036, 944 P.2d 824, 826 (1997) (when statutory language is clear on its face, its intention must be deduced from such language); *Arnesano v. State, Dept Transp.*, 113 Nev. 815, 820, 942 P.2d 139, 142 (1997) (in construing a statute, this court must give effect to literal meaning of its words). However, the modifying operative phrase "or portion thereof," which is only used in NRS 125B.095(2) and must be given effect, demonstrates a different meaning and legislative intent.

The expression "or portion thereof" in the ordinary meaning would refer to "some part of the aforementioned unit." However, as previously stated the common usage of "per annum" already entails the utilization of a fractional interest calculation to determine an annualized per month interest charge on a sum of money. To answer Welfare's request, we must determine what part of what unit is the operative phrase meant to apply to in order to not render "or portion thereof" mere surplusage in the statute. See *One 1978 Chevrolet Van*, 97 Nev. at 512.

¹ BLACK'S LAW DICTIONARY, ____ (5th ed. 1979); WEBSTER'S ONLINE DICTIONARY (September 8, 2004), at www.webster-dictionary.org.

Nancy Ford, Administrator
October 22, 2004
Page 4

Does the operative phrase apply to the calculation of the interest rate, which construction would render it surplusage, or the unpaid balance of the monthly child support obligation? Welfare declared in the public hearing that it was unable to discern, with certainty, that the plain reading of the language "or portion thereof" applies to the calculation of the interest rate or the unpaid balance of the monthly child support obligation. This Office agrees based on the foregoing analysis and case law. This ambiguity renders the language vague and requires a review of the legislative history to determine the intent for the operative phrase "or portion thereof." See *Polson v. State*, 108 Nev. 1044, 1047, 843 P.2d 825, 826 (1992) (when a statute is capable of being understood in two or more senses by reasonably informed persons, the statute is ambiguous, and the plain meaning rule has no application. . . . An ambiguous statute can be construed in line with what reason and public policy would indicate the legislature intended).

The legislative history of NRS 125B.095(2) is clear that this provision was intended to be applied as a penalty and not as an additional interest charge on the unpaid sums of child support. During the 1993 Nevada Legislative Session, the Assembly Committee on Judiciary heard and took testimony many times on A.B. 604, the bill that created NRS 125B.095(2). See Act of June 30, 1993, ch. 344, §§ 1 - 5, 1993 Nev. Stat. 1030. In the Legislative Counsel Bureau's Summary of Legislation on A.B. 604, Chairman Sader stated "he was concerned with the issue of charging interest . . . He believed this should be a penalty provision in addition to any interest which might be owed." See *Hearing on A.B. 604 Before the Assembly Committee on Judiciary, 1993 Leg., 67th Sess.* 17 (June 4, 1993). Chairman Sader's intent was stated as "an intent to create a penalty." *Id.* The Assembly Committee's final hearing on A.B. 604 contained a discussion concerning the deletion of interest and reinstating the original per annum penalty. See *Hearing on A.B. 604 Before the Assembly Committee on Judiciary, 1993 Leg., 67th Sess.* 7 (June 5, 1993). A.B. 604 was passed out of committee with the "per annum" change in NRS 125B.095(2).

The "or portion thereof" was present in the bill at the time the Assembly Judiciary Committee passed the bill out of committee. The Assembly then voted on the Committee's amendment and passed the bill out the Assembly to the Senate. See *Journal of the Nevada State Assembly, 1993 Leg., 67th Sess.* 1119 (June 11, 1993). The Honorable Assemblyman William A. Petrak, the sponsor of A.B. 604, opened the Senate Committee on Judiciary with testimony by the Nevada Attorney General's Office stating that the number of child support cases that were "current in payments" were only about one out of every four cases. See *Hearing on A.B. 604 Before the Assembly Committee on Judiciary, 1993 Leg., 67th Sess.* 16 (June 23, 1993); see also Exhibit D to *Hearing on A.B. 604 Before the Assembly Committee on Judiciary, 1993 Leg., 67th Sess.* (June 23, 1993). Chairman Sader then testified the intent of the Assembly Committee was to have A.B. 604 deal with late payments of child support. Chairman Sader stated: "It should be clear in statutes that there is a penalty for not paying on time. You want to motivate somebody to pay on time and have an enforceable penalty

Nancy Ford, Administrator
October 22, 2004
Page 5

... that is what this is about." *Id.* at 17. Chairman Sader continued this idea of a penalty in additional responses to questions. Chairman Sader said "the purpose of the penalty was intended to be 'motivational,' such as a late payment fee attached to any billing." *Id.* at 17 (emphasis added). The full text of the comments of Honorable Frankie Sue Del Papa, listed as Exhibit D to *Hearing on A.B. 604 Before the Assembly Committee on Judiciary, 1993 Leg., 67th Sess.* (June 23, 1993), demonstrated the analogy of a late payment fee as a motivator for other bills and therefore should be one for child support. *Id.* The full Senate voted on A.B. 604 with no amendments to change the language of the bill or otherwise change the intent described in the previous testimony.

Therefore it is clear the legislative intent was to create a "late payment fee" that would be proportional to the child support being paid late. The operative phrase "or portion thereof" was meant to apply to obligors who didn't pay their full child support obligation when due and subject them to a penalty. The drafting of this language in the statute is admittedly imprecise, but in order to give effect to the intent of the legislators that voted for this statute, it is clear they intended this to be a monthly late fee applied to late monthly support obligations. *Harris Associates v. Clark County School Dist.*, 119 Nev. 638, 81 P.3d 532, 534 (2003) (if a statute "is ambiguous, the plain meaning rule of statutory construction" is inapplicable, and the drafter's intent "becomes the controlling factor in statutory construction." An ambiguous statutory provision should also be interpreted in accordance "with what reason and public policy would indicate the legislature intended."); *Sandoval v. Bd. of Regents*, 119 Nev. 148, 67 P.3d 902, 905 (2003) (if the statutory language is ambiguous or does not address the issue before us, we must discern the Legislature's intent and construe the statute according to that which "reason and public policy would indicate the legislature intended.") In giving effect to the intent of the Legislature, the statute be interpreted to provide that the amount of the penalty is 10 percent of the installment, or portion thereof, that remains unpaid. To conclude otherwise would be to ignore the uniqueness of the operative phrase "or portion thereof" and ignore the clear intent of those legislators that voted for this bill. See *Universal Electric v. Labor Comm.*, 109 Nev. 127, 131, 847 P.2d 1372, 1374 (1993) (intent of a statute will prevail over the literal sense of its words); *State Dep't of Mtr Vehicles v. Lovett*, 110 Nev. 473, 477, 874 P.2d 1247, 1250 (1994) (statutes are generally construed with a view to promoting, rather than defeating, legislative policy behind them).

CONCLUSION

NRS 125B.095(2) must be read to give effect to all the language contained in the statute. The operative language "or portion thereof" renders NRS 125B.095(2) subject to at least two or more interpretations concerning what the operative phrase above is attempting to modify in this statute. NRS 125B.095(2) is ambiguous and subject to differing applications of the words contained in that statute. The clear legislative intent was to create a monthly penalty for failing to timely pay the full monthly child support

Nancy Ford, Administrator
October 22, 2004
Page 6

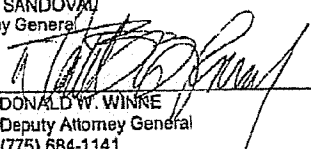
obligation. The intent and the Legislature's sound public policy of motivating obligors to pay all their current child support obligation in a timely manner must be given effect over the unreasonable and unintended result of double interest on total arrearages owed by an obligor.

Based on all of the foregoing analysis and case law, it is the opinion of this office, Welfare has authority under NRS 125B.092(2) to calculate the penalty on a monthly basis as a one-time late fee penalty.

Sincere regards,

BRIAN SANDOVAL
Attorney General

By:


DONALD W. WINKE
Deputy Attorney General
(775) 684-1141

DWW/ceh

*The following Nevada Revised Statutes contain the phrase "per annum":

NRS 21.025; NRS 62B.110; NRS 62B.130; NRS 61.020; NRS 81.120;
NRS 105.020; NRS 105.025; NRS 107.030; NRS 116.31031; NRS
120A.450; NRS 125B.095; NRS 248.160; NRS 269.110; NRS 269.115;
NRS 271.460; NRS 271.487; NRS 280.340; NRS 282.170; NRS
287.180; NRS 318.202; NRS 324.200; NRS 340.160; NRS 355.060;
NRS 361.420; NRS 361.425; NRS 361.5648; NRS 361.570; NRS
363A.210; NRS 363B.200; NRS 365.480; NRS 366.680; NRS 368A.310;
NRS 372.695; NRS 374.700; NRS 375A.490; NRS 396.890; NRS
397.063; NRS 397.064; NRS 397.0653; NRS 408.357; NRS 423.210;
NRS 449.163; NRS 450.420; NRS 463.520; NRS 463.568; NRS
463.5734; NRS 463.605; NRS 463.635; NRS 489.4981; NRS 489.4983;
NRS 522.113; NRS 533.115; NRS 548.450; NRS 548.455; NRS
645.848; NRS 681B.120; NRS 681E.130; NRS 688A.060; NRS
688A.160; NRS 688A.220; NRS 688A.240; NRS 688A.250; NRS
688A.320; NRS 688A.325; NRS 688A.330; NRS 688A.340; NRS
688A.363; NRS 690A.200; NRS 690A.210; NRS 690A.220; NRS
693A.180; NRS 705.160; NRS 706.585; NRS 710.159;

EXHIBIT "2"

DIVISION OF WELFARE AND SUPPORTIVE SERVICES SUPPORT ENFORCEMENT MANUAL
Section 615 MTL 5/07 1 Sep 07

615 PENALTY AND INTEREST

I. 10% PENALTY PROVISIONS**STATE REGULATION ADOPTED JANUARY 19, 2005**

Per NRS 125B.095, if an installment of an obligation to pay support (including payment in lieu of medical insurance) for a child, subject of a Nevada controlling order, becomes delinquent in the amount owed for one month's support, a penalty of 10% will be added to the unpaid installment or portion thereof. The penalty is assessed monthly on the amount of current support due but not received by the agency during the month. The penalty will be assessed from the date the statewide computer system initially assesses the penalty forward. Any office may calculate penalty for a period prior to the date the statewide computer system assesses the penalty according to office procedures.

Pursuant to federal regulations, arrearage calculations will be determined and maintained separately as principal, interest and penalty. Penalties will not be reported to the federal office of child support enforcement as an arrearage or enforced by federal tax offset. Money collected as penalty will be paid to the custodian in compliance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) distribution rules and state regulation.

1. CALCULATION

NOMADS will calculate the penalty at month end. For instance, if the current child support obligation is \$100 and the total arrearages due exceeds \$100 per month, if the obligor did not make a payment during the month, the case will be assessed a \$10 penalty. If the same obligor then made payments totaling \$50 in the next month, the case will be assessed a \$5 penalty for the next month. This penalty will be assessed for all unpaid or partially paid installments. When there is no longer an arrearage balance equivalent to a full installment for one month, the penalty shall not be assessed. See chart below.

2. CONTROLLING ORDERS/JURISDICTION

The penalty will be assessed when the Nevada order is the controlling order. If the penalty is the only amount remaining unpaid, and a responding jurisdiction chooses not to enforce the penalty as calculated by the Nevada Child Support Enforcement Program, the case manager may elect to enforce without the assistance from the other state or review to determine if the case meets closure criteria.

3. DISTRIBUTION HIERARCHY

Penalty money will be distributed in accordance with federal and state distribution rules. See Child Support Manual Section 704.2. The entire penalty will be passed through to the custodian. No penalty money will be assigned to the state.

4. PENALTY EXCEPTION

A penalty must not be added to the amount of the installment pursuant to this subsection if the court finds the employer of the responsible parent or the district attorney or other public agency in this State caused the payment to be delinquent.

ORIGINAL

FILED
JUL 30 10 37 AM '08
CLERK OF THE COURT

SUPP
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
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Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for DEFENDANT

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ROBERT SCOTLUND VAILE,
Plaintiff,

vs.

CISILIE A. PORSBOLL, f.k.a. CISILIE A. VAILE,
Defendant.

CASE NO: 98-D-230385
DEPT. NO: 1

DATE OF HEARING: N/A
TIME OF HEARING: N/A

FOURTH SUPPLEMENT

As directed by the Court, Defendant, Cisilie A. Porsboll, f.k.a. Cisilie A. Vaile, submits as a supplement to her original *Motion* (Exhibit C, filed November 14, 2007), and *Opposition* (filed April 14, 2008), an Arrearage Calculation Summary, with all current payments collected, including any payments collected via the Clark County District Attorney's Office Family Support Division being reflected to date.

This Calculation Summary, dates back to August 1, 1998, and is current as of July, 2008. From the date of the parties' divorce until Robert Scotlund Vaile's abduction of the children, he had been current in his child support obligation paying \$1,300 per month to Cisilie (a period of approximately 18 months).

The arrearage calculation makes the actual arrearage amount due as of February 2006, \$138,596.88. Accounting for all payments we are aware of, including all those recorded by the

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1 District Attorney Family Support Division in the documents forwarded to us, the total arrearage
2 amount as of August 2, 2008, including interest and penalties is \$216,833.83.

3 It should be noted that we have no information as to any collections which may have been
4 made by the District Attorney's Office for the months of June, and July, 2008. Obviously, if there
5 have been any such payments, they will be credited in any future recalculation.

6 Also included is a copy of Defendant's redacted billing statement as requested by the Court.

7 DATED this 27th day of July, 2008.

8 Respectfully Submitted By:
9 WILICK LAW GROUP

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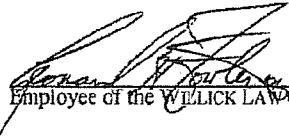
11 MARSHAL S. WILICK, ESQ.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY service of Cisilie's *Fourth Supplement* was made this 29th day of July, 2008, pursuant to NRCP 5(b), via facsimile and U.S. Mail, addressed as follows:

GRETA G. MUIRHEAD, ESQ.
9811 West Charleston Blvd., Suite 2-242
Las Vegas, Nevada 89117
(Fax) 434-6033
Attorney for Plaintiff


Employee of the WILICK LAW GROUP

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EXHIBIT 1



Arrearage Calculation Summary
Vaile v.Porsboll (Vaile)

Page: 1

Report Date: 07/25/2008

Summary of Amounts Due

Total Principal Due 08/01/2008: \$118369.96
Total Interest Due 08/01/2008: \$45089.27
Total Penalty Due 08/01/2008: \$53319.62
Amount Due if paid on 08/01/2008: \$216778.85
Amount Due if paid on 08/02/2008: \$216833.83
Daily Amount accruing as of 08/02/2008: \$54.98

Accumulated Arrearage and Interest Table

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
04/01/2000	*1300.00	04/01/2000	0.00	1300.00	0.00
05/01/2000	*1300.00	05/01/2000	0.00	2600.00	10.92
06/01/2000	*1300.00	06/01/2000	0.00	3900.00	33.49
07/01/2000	*1300.00	07/01/2000	0.00	5200.00	66.26
08/01/2000	*1300.00	08/01/2000	0.00	6500.00	116.91
09/01/2000	*1300.00	09/01/2000	0.00	7800.00	180.22
10/01/2000	*1300.00	10/01/2000	0.00	9100.00	253.74
11/01/2000	*1300.00	11/01/2000	0.00	10400.00	342.38
12/01/2000	*1300.00	12/01/2000	0.00	11700.00	440.41
01/01/2001	*1300.00	01/01/2001	0.00	13000.00	554.38
02/01/2001	*1300.00	02/01/2001	0.00	14300.00	681.35
03/01/2001	*1300.00	03/01/2001	0.00	15600.00	807.50
04/01/2001	*1300.00	04/01/2001	0.00	16900.00	959.87
05/01/2001	*1300.00	05/01/2001	0.00	18200.00	1119.61
06/01/2001	*1300.00	06/01/2001	0.00	19500.00	1297.37
07/01/2001	*1300.00	07/01/2001	0.00	20800.00	1481.69
08/01/2001	*1300.00	08/01/2001	0.00	22100.00	1636.26
09/01/2001	*1300.00	09/01/2001	0.00	23400.00	1800.50
10/01/2001	*1300.00	10/01/2001	0.00	24700.00	1968.79
11/01/2001	*1300.00	11/01/2001	0.00	26000.00	2152.34
12/01/2001	*1300.00	12/01/2001	0.00	27300.00	2339.33
01/01/2002	*1300.00	01/01/2002	0.00	28600.00	2542.21
02/01/2002	*1300.00	02/01/2002	0.00	29900.00	2706.17
03/01/2002	*1300.00	03/01/2002	0.00	31200.00	2861.00
04/01/2002	*1300.00	04/01/2002	0.00	32500.00	3039.86
05/01/2002	*1300.00	05/01/2002	0.00	33800.00	3220.17
06/01/2002	*1300.00	06/01/2002	0.00	35100.00	3413.94
07/01/2002	*1300.00	07/01/2002	0.00	36400.00	3608.67
08/01/2002	*1300.00	08/01/2002	0.00	37700.00	3817.35
09/01/2002	*1300.00	09/01/2002	0.00	39000.00	4033.48
10/01/2002	*1300.00	10/01/2002	0.00	40300.00	4249.85
11/01/2002	*1300.00	11/01/2002	0.00	41600.00	4480.89
12/01/2002	*1300.00	12/01/2002	0.00	42900.00	4711.68
01/01/2003	*1300.00	01/01/2003	0.00	44200.00	4957.62

02/01/2003	*1300.00	02/01/2003	0.00	45500.00	5192.24
03/01/2003	*1300.00	03/01/2003	0.00	46800.00	5410.39
04/01/2003	*1300.00	04/01/2003	0.00	48100.00	5658.82
05/01/2003	*1300.00	05/01/2003	0.00	49400.00	5905.91
06/01/2003	*1300.00	06/01/2003	0.00	50700.00	6168.13
07/01/2003	*1300.00	07/01/2003	0.00	52000.00	6428.58
08/01/2003	*1300.00	08/01/2003	0.00	53300.00	6693.57
09/01/2003	*1300.00	09/01/2003	0.00	54600.00	6965.18
10/01/2003	*1300.00	10/01/2003	0.00	55900.00	7234.44
11/01/2003	*1300.00	11/01/2003	0.00	57200.00	7519.30
12/01/2003	*1300.00	12/01/2003	0.00	58500.00	7801.38
01/01/2004	*1300.00	01/01/2004	0.00	59800.00	8099.49
02/01/2004	*1300.00	02/01/2004	0.00	61100.00	8403.39
03/01/2004	*1300.00	03/01/2004	0.00	62400.00	8693.87
04/01/2004	*1300.00	04/01/2004	0.00	63700.00	9010.98
05/01/2004	*1300.00	05/01/2004	0.00	65000.00	9324.26
06/01/2004	*1300.00	06/01/2004	0.00	66300.00	9654.59
07/01/2004	*1300.00	07/01/2004	0.00	67600.00	9980.65
08/01/2004	*1300.00	08/01/2004	0.00	68900.00	10338.51
09/01/2004	*1300.00	09/01/2004	0.00	70200.00	10703.24
10/01/2004	*1300.00	10/01/2004	0.00	71500.00	11062.88
11/01/2004	*1300.00	11/01/2004	0.00	72800.00	11441.38
12/01/2004	*1300.00	12/01/2004	0.00	74100.00	11814.33
01/01/2005	*1300.00	01/01/2005	0.00	75400.00	12206.59
02/01/2005	*1300.00	02/01/2005	0.00	76700.00	12670.87
03/01/2005	*1300.00	03/01/2005	0.00	78000.00	13097.45
04/01/2005	*1300.00	04/01/2005	0.00	79300.00	13577.74
05/01/2005	*1300.00	05/01/2005	0.00	80600.00	14050.28
06/01/2005	*1300.00	06/01/2005	0.00	81900.00	14546.57
07/01/2005	*1300.00	07/01/2005	0.00	83200.00	15034.61
08/01/2005	*1300.00	08/01/2005	0.00	84500.00	15617.58
09/01/2005	*1300.00	09/01/2005	0.00	85800.00	16209.66
10/01/2005	*1300.00	10/01/2005	0.00	87100.00	16791.45
11/01/2005	*1300.00	11/01/2005	0.00	88400.00	17401.75
12/01/2005	*1300.00	12/01/2005	0.00	89700.00	18001.17
01/01/2006	*1300.00	01/01/2006	0.00	91000.00	18629.69
02/01/2006	*1300.00	02/01/2006	0.00	92300.00	19344.60
03/01/2006	*1300.00	03/01/2006	0.00	93600.00	19999.55
04/01/2006	*1300.00	04/01/2006	0.00	94900.00	20734.89
05/01/2006	*1300.00	05/01/2006	0.00	96200.00	21456.39
06/01/2006	*1300.00	06/01/2006	0.00	97500.00	22212.15
07/01/2006	*1300.00	07/01/2006	0.00	98800.00	22953.42
07/03/2006	0.00	07/03/2006	468.18	98331.82	23008.91
07/17/2006	0.00	07/17/2006	468.18	97863.64	23395.50
08/01/2006	*1300.00	08/01/2006	0.00	99163.64	23807.73
08/02/2006	0.00	08/02/2006	468.18	98695.46	23835.58
09/01/2006	*1300.00	09/01/2006	0.00	99995.46	24667.05
10/01/2006	*1300.00	10/01/2006	0.00	101295.46	25509.48
11/01/2006	*1300.00	11/01/2006	0.00	102595.46	26391.31
11/02/2006	0.00	11/02/2006	80.00	102515.46	26420.12
11/30/2006	0.00	11/30/2006	120.00	102395.46	27226.20
12/01/2006	*1300.00	12/01/2006	0.00	103695.46	27254.95
01/01/2007	*1300.00	01/01/2007	0.00	104995.46	28157.67
02/01/2007	*1300.00	02/01/2007	0.00	106295.46	29071.71
02/23/2007	0.00	02/23/2007	40.00	106255.46	29728.41
03/01/2007	*1300.00	03/01/2007	0.00	107555.46	29907.44

03/09/2007	0.00	03/09/2007	115.00	107440.46	30149.08
03/22/2007	0.00	03/22/2007	120.00	107320.46	30541.31
04/01/2007	*1300.00	04/01/2007	0.00	108620.46	30842.69
04/02/2007	0.00	04/02/2007	40.00	108580.46	30873.19
04/16/2007	0.00	04/16/2007	40.00	108540.46	31300.07
04/30/2007	0.00	04/30/2007	80.00	108460.46	31726.80
05/01/2007	*1300.00	05/01/2007	0.00	109760.46	31757.26
05/11/2007	0.00	05/11/2007	40.00	109720.46	32065.49
05/21/2007	0.00	05/21/2007	37.50	109682.96	32373.61
05/24/2007	0.00	05/24/2007	7843.00	101839.96	32466.01
06/01/2007	*1300.00	06/01/2007	0.00	103139.96	32694.81
07/01/2007	*1300.00	07/01/2007	0.00	104439.96	33563.72
08/01/2007	*1300.00	08/01/2007	0.00	105739.96	34472.92
09/01/2007	*1300.00	09/01/2007	0.00	107039.96	35393.44
10/01/2007	*1300.00	10/01/2007	0.00	108339.96	36295.22
11/01/2007	*1300.00	11/01/2007	0.00	109639.96	37238.37
12/01/2007	*1300.00	12/01/2007	0.00	110939.96	38162.05
01/01/2008	*1300.00	01/01/2008	0.00	112239.96	39127.83
02/01/2008	*1300.00	02/01/2008	0.00	113539.96	40007.20
03/01/2008	*1300.00	03/01/2008	0.00	114839.96	40839.36
04/01/2008	*1300.00	04/01/2008	0.00	116139.96	41739.10
04/07/2008	0.00	04/07/2008	600.00	115539.96	41915.21
04/21/2008	0.00	04/21/2008	600.00	114939.96	42324.02
05/01/2008	*1300.00	05/01/2008	0.00	116239.96	42614.51
05/05/2008	0.00	05/05/2008	660.00	115579.96	42732.02
05/19/2008	0.00	05/19/2008	660.00	114919.96	43140.97
05/22/2008	0.00	05/22/2008	450.00	114469.96	43228.10
06/01/2008	*1300.00	06/01/2008	0.00	115769.96	43517.41
07/01/2008	*1300.00	07/01/2008	0.00	117069.96	44395.17
08/01/2008	*1300.00	08/01/2008	0.00	118369.96	45089.27
Totals	131300.00		12930.04	118369.96	45089.27

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
04/01/2000	*1300.00	1300.00	0.00
05/01/2000	*1300.00	2600.00	10.65
06/01/2000	*1300.00	3900.00	32.67
07/01/2000	*1300.00	5200.00	64.64
08/01/2000	*1300.00	6500.00	108.68
09/01/2000	*1300.00	7800.00	163.74
10/01/2000	*1300.00	9100.00	227.67
11/01/2000	*1300.00	10400.00	304.75
12/01/2000	*1300.00	11700.00	389.99
01/01/2001	*1300.00	13000.00	489.09
02/01/2001	*1300.00	14300.00	599.50
03/01/2001	*1300.00	15600.00	709.20
04/01/2001	*1300.00	16900.00	841.70
05/01/2001	*1300.00	18200.00	980.60
06/01/2001	*1300.00	19500.00	1135.18
07/01/2001	*1300.00	20800.00	1295.45
08/01/2001	*1300.00	22100.00	1472.11
09/01/2001	*1300.00	23400.00	1659.81
10/01/2001	*1300.00	24700.00	1852.13
11/01/2001	*1300.00	26000.00	2061.92
12/01/2001	*1300.00	27300.00	2275.61
01/01/2002	*1300.00	28600.00	2507.48
02/01/2002	*1300.00	29900.00	2750.38
03/01/2002	*1300.00	31200.00	2979.75
04/01/2002	*1300.00	32500.00	3244.74
05/01/2002	*1300.00	33800.00	3511.86
06/01/2002	*1300.00	35100.00	3798.93
07/01/2002	*1300.00	36400.00	4087.42
08/01/2002	*1300.00	37700.00	4396.57
09/01/2002	*1300.00	39000.00	4716.76
10/01/2002	*1300.00	40300.00	5037.31
11/01/2002	*1300.00	41600.00	5379.59
12/01/2002	*1300.00	42900.00	5721.50
01/01/2003	*1300.00	44200.00	6085.86
02/01/2003	*1300.00	45500.00	6461.26
03/01/2003	*1300.00	46800.00	6810.30
04/01/2003	*1300.00	48100.00	7207.78
05/01/2003	*1300.00	49400.00	7603.12
06/01/2003	*1300.00	50700.00	8022.68
07/01/2003	*1300.00	52000.00	8439.39
08/01/2003	*1300.00	53300.00	8881.04
09/01/2003	*1300.00	54600.00	9333.72
10/01/2003	*1300.00	55900.00	9782.49
11/01/2003	*1300.00	57200.00	10257.26
12/01/2003	*1300.00	58500.00	10727.39
01/01/2004	*1300.00	59800.00	11224.24
02/01/2004	*1300.00	61100.00	11730.75
03/01/2004	*1300.00	62400.00	12214.87
04/01/2004	*1300.00	63700.00	12743.40
05/01/2004	*1300.00	65000.00	13265.53

06/01/2004	*1300.00	66300.00	13816.07
07/01/2004	*1300.00	67600.00	14359.52
08/01/2004	*1300.00	68900.00	14932.09
09/01/2004	*1300.00	70200.00	15515.66
10/01/2004	*1300.00	71500.00	16091.07
11/01/2004	*1300.00	72800.00	16696.68
12/01/2004	*1300.00	74100.00	17293.40
01/01/2005	*1300.00	75400.00	17921.02
02/01/2005	*1300.00	76700.00	18561.40
03/01/2005	*1300.00	78000.00	19149.79
04/01/2005	*1300.00	79300.00	19812.25
05/01/2005	*1300.00	80600.00	20464.03
06/01/2005	*1300.00	81900.00	21148.58
07/01/2005	*1300.00	83200.00	21821.73
08/01/2005	*1300.00	84500.00	22528.36
09/01/2005	*1300.00	85800.00	23246.03
10/01/2005	*1300.00	87100.00	23951.24
11/01/2005	*1300.00	88400.00	24690.99
12/01/2005	*1300.00	89700.00	25417.57
01/01/2006	*1300.00	91000.00	26179.40
02/01/2006	*1300.00	92300.00	26952.28
03/01/2006	*1300.00	93600.00	27660.34
04/01/2006	*1300.00	94900.00	28455.29
05/01/2006	*1300.00	96200.00	29235.29
06/01/2006	*1300.00	97500.00	30052.34
07/01/2006	*1300.00	98800.00	30853.70
08/01/2006	*1300.00	99163.64	31687.18
09/01/2006	*1300.00	99995.46	32525.55
10/01/2006	*1300.00	101295.46	33347.43
11/01/2006	*1300.00	102595.46	34207.75
12/01/2006	*1300.00	103695.46	35050.33
01/01/2007	*1300.00	104995.46	35931.03
02/01/2007	*1300.00	106295.46	36822.77
03/01/2007	*1300.00	107555.46	37638.12
04/01/2007	*1300.00	108620.46	38550.55
05/01/2007	*1300.00	109760.46	39442.82
06/01/2007	*1300.00	103139.96	40357.50
07/01/2007	*1300.00	104439.96	41205.23
08/01/2007	*1300.00	105739.96	42092.25
09/01/2007	*1300.00	107039.96	42990.32
10/01/2007	*1300.00	108339.96	43870.10
11/01/2007	*1300.00	109639.96	44790.24
12/01/2007	*1300.00	110939.96	45691.39
01/01/2008	*1300.00	112239.96	46633.62
02/01/2008	*1300.00	113539.96	47584.29
03/01/2008	*1300.00	114839.96	48483.92
04/01/2008	*1300.00	116139.96	49456.61
05/01/2008	*1300.00	116239.96	50403.00
06/01/2008	*1300.00	115769.96	51379.11
07/01/2008	*1300.00	117069.96	52328.04
08/01/2008	*1300.00	118369.96	53319.62
Totals	131300.00	118369.96	53319.62

* Indicates a payment due is designated as child support.

Notes: Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00% from Jan 1960 to Jun 1979	8.00% from Jul 1979 to Jun 1981
12.00% from Jul 1981 to Jun 1987	10.25% from Jul 1987 to Dec 1987
10.75% from Jan 1988 to Jun 1988	11.00% from Jul 1988 to Dec 1988
12.50% from Jan 1989 to Jun 1989	13.00% from Jul 1989 to Dec 1989
12.50% from Jan 1990 to Jun 1990	12.00% from Jul 1990 to Jun 1991
10.50% from Jul 1991 to Dec 1991	8.50% from Jan 1992 to Dec 1992
8.00% from Jan 1993 to Jun 1994	9.25% from Jul 1994 to Dec 1994
10.50% from Jan 1995 to Jun 1995	11.00% from Jul 1995 to Dec 1995
10.50% from Jan 1996 to Jun 1996	10.25% from Jul 1996 to Jun 1997
10.50% from Jul 1997 to Dec 1998	9.75% from Jan 1999 to Dec 1999
10.25% from Jan 2000 to Jun 2000	11.50% from Jul 2000 to Jun 2001
8.75% from Jul 2001 to Dec 2001	6.75% from Jan 2002 to Dec 2002
6.25% from Jan 2003 to Jun 2003	6.00% from Jul 2003 to Jun 2004
6.25% from Jul 2004 to Dec 2004	7.25% from Jan 2005 to Jun 2005
8.25% from Jul 2005 to Dec 2005	9.25% from Jan 2006 to Jun 2006
10.25% from Jul 2006 to Dec 2007	9.25% from Jan 2008 to Jun 2008
7.00% from Jul 2008 to Dec 2008	

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* End Of Report *

EXHIBIT 2

2

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July 22, 2008

Ms. Cisilie Anne Vaile Porsboll
Nordassloyfa 29A
1251 Oslo
Norway

File Number: 00-050.POST

RE: Vaile v. Vaile, Robert

Statement of Account for Services Rendered Through July 22, 2008

Professional Services

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, November 2, 2007			
LF	Discussion with attorney on motion status.	0.30	33.00
Monday, November 5, 2007			
LF	Revising Motion.	1.00	110.00
Friday, November 9, 2007			
LF	Revised calculations and motion for filing with court.	1.60	176.00
LF	Made call to District Attorney left message, drafted fax to District Attorney as followup.	0.40	44.00
Tuesday, November 13, 2007			
LF	Transmitted motion to Court for filing.	0.20	22.00
Wednesday, November 14, 2007			
LF	Calendaring events and hearing date.	0.20	22.00
LF	Drafted certificate of service and transmitted motion to opposing party, certified return receipt as well as regular mail.	0.50	55.00
Thursday, November 15, 2007			
LF	Transmitted documents.	0.20	22.00
LF	Telephone call to District Attorney for information requested.	0.20	22.00
Friday, November 16, 2007			
LF	Research with District Attorney on status of collections.	0.20	22.00
Wednesday, November 28, 2007			
LF	Hearing preps.	1.00	110.00

Page two
July 22, 2008
Ms. Cisilie Anne Vaile Porsboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, December 7, 2007			
LF	Received motion from Scotlund.	0.20	22.00
LF	[REDACTED]	0.60	[REDACTED]
LF	Reviewing Scotlund filing.	1.00	110.00
Tuesday, December 11, 2007			
RLC	Review and edit of Zoom request.	0.30	105.00
RLC	Meeting with Case Manager on Opposition.	0.10	35.00
LF	Drafted ZOOM request and Proposed Order.	1.00	110.00
LF	Drafting Opposition to Motion form Scotlund.	1.20	132.00
Thursday, December 13, 2007			
MSW	Review and Revise Request for submission and proposed order; finalize and submit all.	0.40	220.00
LF	Update meeting with attorney on case status.	0.20	22.00
Tuesday, December 18, 2007			
RLC	Review and edit Opposition to P's Motion.	1.20	420.00
LF	File maintenance, calendaring, transmitted request for submission of motion.	0.30	33.00
LF	[REDACTED]	0.20	[REDACTED]
MSW	Review and Revise	2.70	1,485.00
Friday, December 21, 2007			
LF	File Maintenance.	0.10	11.00
Wednesday, January 2, 2008			
LF	Status check with 9th Cir.	0.20	22.00
Monday, January 7, 2008			
LF	Telephone conversation with court on zoom request.	0.20	22.00
Thursday, January 10, 2008			
RLC	Draft hearing outline for Jan 15 hearing.	0.50	175.00
Monday, January 14, 2008			
RLC	Update hearing outline for 1/15/08.	0.30	105.00
LF	Hearing preps.	1.20	132.00
MSW	Review outline; office conference with Mr. Crane.	0.80	440.00
Tuesday, January 15, 2008			
RLC	Draft Order and modify hearing outline.	0.90	315.00
RLC	Hearing prep and attend hearing.	1.50	525.00
LF	Hearing preps - Revised Order.	0.50	55.00
LF	Drafted Notice of Entry of Order and Transmitted to court and opposing party.	0.30	33.00

Page three
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboil
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
MSW	Prepare for and attend hearing in Dept. I; obtain desired order, begin efforts at enforcement.	1.70	935.00
Thursday, January 17, 2008			
LF	Drafted supplement of information requested by court.	0.30	33.00
LF	Transmitted supplement to opposing counsel.	0.20	22.00
Friday, January 18, 2008			
LF	Draft and transmitted notice of change of address to 9th Cir.	0.20	22.00
LF	Revised and edited supplemental filing, and transmitted to court and opposing party.	0.40	44.00
Monday, January 28, 2008			
RLC	Review of all filings by Scotlund.	0.50	175.00
LF	Received Notice of Motion.	0.10	11.00
LF	Calendaring of Events.	0.40	44.00
LF	Reviewing filings.	0.50	55.00
Tuesday, January 29, 2008			
RLC	Draft Opposition and Countermotion to Motion to set aside Jan 15 Order.	2.80	980.00
FF	Assist LF; prep & send blank AFC to Cisilie by email for her execution	0.30	33.00
FF	Resend AFC blank to Cisilie with new email address NO CHARGE	0.10	N/C
LF	Discussion with attorneys.	0.30	33.00
LF	Drafting and editing Opposition.	1.00	110.00
MSW	Review and respond to Emails.	0.30	165.00
Wednesday, January 30, 2008			
RLC	Add new material to Opposition.	0.30	105.00
LF	Discussion with attorney on current case status.	0.10	11.00
Friday, February 8, 2008			
RLC	Final review of Opposition.	0.50	175.00
MSW	Review and Revise Opposition; instructions to staff.	1.50	825.00
Monday, February 11, 2008			
LF	Download and reviewed filing in appeal.	0.20	22.00
LF	Transmitted Opposition to opposing party and court.	0.30	33.00
Friday, February 22, 2008			
RLC	Review Reply Brief filed by Scotlund.	0.40	140.00
Monday, February 25, 2008			
LF	Made call to DA and draft fax request for update payment history.	0.40	44.00

Page four
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
LF	Telephone conversation with client on AFC status.	0.20	22.00
FF	Assist LF with call to Cisilie re: AFC	0.10	11.00
FF	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	0.10	N/C
Tuesday, February 26, 2008			
FF	Field call from Cisilie re: AFC - pass to LF NO CHARGE	0.10	N/C
LF	Telephone conversation with client on AFC.	0.40	44.00
LF	Discussion with attorney on 42 UCS sec 652 & 654 made calls to state for resolution.	0.50	55.00
Wednesday, February 27, 2008			
LF	Hearing Preps.	1.40	154.00
LF	File maintenance, organization and review for hearing.	4.00	440.00
Thursday, February 28, 2008			
RLC	Draft Hearing Outline.	0.60	210.00
LF	Hearing preps and file maintenance.	1.80	198.00
Friday, February 29, 2008			
RLC	Meeting with case manager on hearing prep.	0.20	70.00
RLC	Review of case in support of incarceration of Scotlund Vaile.	0.50	175.00
LF	File organization and maintenance. NO CHARGE	1.50	N/C
LF	File organization and maintenance.	1.60	176.00
Monday, March 3, 2008			
MS	Attend and observed trial or hearing. NO CHARGE	1.70	N/C
LF	Attended hearing.	2.00	220.00
LF	Last Minute hearing preps.	1.00	110.00
RLC	Hearing prep.	0.50	175.00
RLC	Attend hearing.	1.80	630.00
MSW	Prepare for and attend hearing in Dept. I; argue all; instructions to staff.	2.50	1,375.00
Tuesday, March 4, 2008			
RLC	[REDACTED]	0.30	[REDACTED]
LF	[REDACTED]	2.50	[REDACTED]
LF	Drafting and Amended order.	1.20	132.00
Wednesday, March 5, 2008			
LF	Drafted Supplemental Filing AFC.	0.40	44.00
LF	Revised and edited amended order.	1.20	132.00
LF	[REDACTED]	1.20	[REDACTED]

Page five
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Thursday, March 6, 2008			
RLC	Review of Order from 3/3/08.	0.30	105.00
Friday, March 7, 2008			
LF	Reviewed order and transmitted to Court.	0.30	33.00
MSW	Review and Revise Order after hearing; finalize, print, sign, and return to staff.	0.90	495.00
Wednesday, March 12, 2008			
RLC	Phone call with DA on client's address and forms for registration in CA.	0.30	105.00
LF	Discussion with attorney on requested information by DA.	0.30	33.00
LF	Received request from DA for copy of Order and related information.	0.20	22.00
Thursday, March 13, 2008			
LF	Run Milaw Calculations.	0.30	33.00
LF	Drafting response to DA.	0.50	55.00
Friday, March 21, 2008			
LF	Drafted Notice of Entry of Order.	0.50	55.00
LF	Transmitted Amended Order to Scotlund.	0.20	22.00
LF	Assembled documents requested by DA's Office.	0.50	55.00
Sunday, March 23, 2008			
RLC	Execute NOE for Order.	0.10	35.00
Tuesday, March 25, 2008			
LF	Transmitted NOE to Court and opposing party.	0.20	22.00
Wednesday, March 26, 2008			
LF	Drafting response to DA request for documents and information.	1.70	187.00
Thursday, March 27, 2008			
RLC	Review and execute registration paperwork for DA.	0.50	175.00
Monday, March 31, 2008			
FF	Office conference with Seth re: child support check received from DA; email to Cisilie re: heads up check is coming NO CHARGE	0.10	N/C
Thursday, April 3, 2008			
LF	Discussion with attorney on status.	0.10	11.00

Page six
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Friday, April 4, 2008			
RLC	Review Motion to reconsider.	0.50	175.00
LF	File maintenance.	0.20	22.00
Monday, April 7, 2008			
LF	Drafted Subpoena for employment information.	0.20	22.00
RLC	Discussions with Case Manager and MSW.	0.20	70.00
Wednesday, April 9, 2008			
RLC	Begin Opposition on Vaile Motion	2.70	945.00
MSW	Office conference with all relevant staff re: progress and next steps.	0.20	110.00
Thursday, April 10, 2008			
FF	Email to client re: need US bank account opened	0.10	11.00
FF	Review WP12 directories & move new documents that were inadvertently save in 12 rather than 13 NO CHARGE	0.60	N/C
LF	Discussion with attorneys on collection of attorney fees awards.	0.30	33.00
RLC	Continue work on Opposition.	1.80	630.00
RLC	Meeting with Case Manager and MSW on registration of judgment.	0.30	105.00
RLC	Read email response to subpoena.	0.10	35.00
Friday, April 11, 2008			
RLC	Continue Opposition.	2.10	735.00
Sunday, April 13, 2008			
RLC	Finish Opposition.	2.00	700.00
Monday, April 14, 2008			
LF	Drafting Opposition to Motion to Reconsider.	2.00	220.00
LF	Transmitted opposition.	0.40	44.00
MSW	Review and Revise Opposition.	2.10	1,155.00
Thursday, April 17, 2008			
LF	Discussions with attorneys on followup actions.	0.40	44.00
Thursday, April 24, 2008			
LF	Drafting Order for Examination of Judgment Debtor. Made call to Federal Court to verify procedure for the filing.	1.00	110.00
LF	Drafting Motion for Examination of Judgment Debtor.	1.00	110.00
Friday, April 25, 2008			
LF	Telephone conversation with Federal Court on Examination of Judgment Debtor.	0.30	33.00
LF	Draft and editing of motion and order for examination of	1.10	121.00

Page seven
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
	judgment debtor.		
Monday, April 28, 2008			
LF	Drafting and editing motion and order for examination of judgment debtor.	0.50	55.00
Tuesday, April 29, 2008			
RLC	Review Reply Brief.	0.30	105.00
LF	Drafting ex parte motion for examination judgment debtor.	1.40	154.00
Wednesday, April 30, 2008			
RLC	Research statute and review, edit, and complete Ex Parte Motion for State Court.	1.50	525.00
LF	Research and edit of ex parte motion for examination of judgment debtor and order.	1.20	132.00
Thursday, May 1, 2008			
RLC	Review and edit Order for Judgement Debtor Exam.	0.30	105.00
RLC	Draft Opposition to Motion for Rule 11 Sanctions.	0.10	35.00
Friday, May 2, 2008			
RLC	Phone call with Court Staff	0.10	35.00
FF	Prep for filing-Exparte Motion for Order NO CHARGE	0.30	N/C
Sunday, May 4, 2008			
RLC	Continue with Opposition to Rule 11 Motion.	1.40	490.00
Monday, May 5, 2008			
LF	Reviewing e-mails.	0.20	22.00
LF	Reveiwed case status.	0.40	44.00
LF	Telephone conversation with court on Ex Parte Motion and Order for Examination of Judgment Debtor, attempting to have set for same date and time as currently scheduled motion hearing 6/11/08.	0.20	22.00
LF	Transmitted order with copy of motion to court.	0.10	11.00
RLC	Review Opposition.	0.20	70.00
MSW	Review and Revise Opposition to Motion for Sanctions, etc.	0.60	330.00
Tuesday, May 6, 2008			
LF	Case review and status check.	0.30	33.00
Friday, May 9, 2008			
RLC	Meeting with Case manager on hearing dates.	0.50	175.00
RLC	Phone call with Court on motions.	0.20	70.00
LF	Research Federal Judgment Debtor Examination rules.	1.50	165.00

Page eight
July 22, 2008
Ms. Cisilie Anne Vaile Persboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Thursday, May 15, 2008			
LF	Transmitting order and Ex Parte Judgment Debtor.	0.10	11.00
Sunday, May 18, 2008			
RLC	Review of new Ex Parte Motion for Exam of Judgment debtor (Federal).	0.20	70.00
Wednesday, May 21, 2008			
LF	File Maintenance. NO CHARGE	1.00	N/C
* Friday, May 23, 2008			
LF	File reveiw and reseach. NO CHARGE	2.00	N/C
LF	Research online case reveiw with file.	1.50	165.00
LF	Attempting to set up US Bank Account.	1.00	110.00
Tuesday, May 27, 2008			
RLC	[REDACTED]	1.30	[REDACTED]
LF	Received and reviewed Memorandum in Support of Renewed Motion.	0.20	22.00
Wednesday, June 4, 2008			
LF	Case review.	0.30	33.00
LF	Received Notice of appearance by Greta G. Muirhead, Esq.	0.10	11.00
LF	Discussions with attorneys on the entry into case of Ms. Muirhead.	0.30	33.00
Thursday, June 5, 2008			
RLC	Phone call with DA on child support collection.	0.20	70.00
LF	Discussion with attorney on case status.	0.20	22.00
Friday, June 6, 2008			
LF	Drafted proposed Bench Warrant.	0.30	33.00
LF	Discussions with attorneys.	0.20	22.00
LF	Drafted Supplement, ran new MLaw calculation based on new information from DA.	1.50	165.00
Sunday, June 8, 2008			
RLC	Execute Supplemental Exhibit.	0.10	35.00
Monday, June 9, 2008			
LF	Hearing preps.	1.70	187.00
Tuesday, June 10, 2008			
RLC	Meeting with JR on case.	0.40	140.00
RLC	Hearing preparation.	4.00	1,400.00
MSW	Office conference with Attorney Crane, Re: upcoming	0.30	165.00

Page nine
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp.</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
	hearing.		
LF	Drafting letter on division of funds.	1.00	110.00
LF	Received and reviewed Errata to Ex Parate Motion.	0.70	77.00
LF	Reviewed and discussed with attorney on Motion to Recuse.	0.40	44.00
LF	Reveiwed and discussion with attorney.	0.30	33.00
LF	Received and reveiwed oppotion to Ex Parate Motion allowing Examination Judgment Debtor.	1.00	110.00
LF	Filed supplement to opposition.	0.20	22.00
LF	Drafted and revised bench warrant.	0.20	22.00
Wednesday, June 11, 2008			
FF	Attend and observe hearing in Dept I; assist LF NO CHARGE	2.40	N/C
FF	Research for c/s calculations & submitted pleadings	0.40	44.00
FF	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	0.20	N/C
FF	Assist in research on MLaw Calculation used at Federal level	0.70	77.00
FF	Additional time actually expended on this matter, but not charged to Client as directed by Marshal Willick. NO CHARGE	0.20	N/C
RLC	Finalized hearing prep.	0.70	245.00
RLC	Attend motion hearing.	3.00	1,050.00
MSW	Prepare for and attend hearing in Dept. I; argue all matters, interminably.	4.30	2,365.00
LF	Hearing Preps.	1.00	110.00
LF	Attended hearing.	3.00	330.00
LF	Working on calculations for support. MLaw.	0.80	88.00
LF	Drafting order to show cause.	0.70	77.00
LF	Ran revised Mlaw calculation for supplement.	1.40	154.00
Friday, June 13, 2008			
RLC	Review of documents for Order to show cause and motion for sanctions.	0.70	245.00
LF	Placed call to court on hearing dates.	0.30	33.00
LF	Drafting supplement to opposition.	1.40	154.00
LF	Transmitted Order to court.	0.10	11.00
LF	Drafting supplement to opposition.	2.00	220.00
LF	Drafted Order to Show Cause.	0.50	55.00
Monday, June 16, 2008			
RLC	Draft Bar Complaint.	0.80	280.00
RLC	Work on MLAW calc to prepare for July 11 hearing.	1.10	385.00
MSW	Review and Revise Bar Complaint; e-mails as to various matters.	1.30	715.00

Page ten
July 22, 2008
Ms. Cisilie Anne Vaile Forsboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Tuesday, June 17, 2008			
RLC	Final review of MLAW Calculation.	0.30	105.00
LF	Drafting order for hearing held 6/11/08.	1.40	154.00
Wednesday, June 18, 2008			
LF	Revising MLaw Calculations.	1.00	110.00
LF	Drafted third supplement.	0.40	44.00
LF	Reviewing tape for preparation of order for 6/17/08 hearing.	2.20	242.00
LF	Discussion with court on vacating 7/3 hearing.	0.20	22.00
Thursday, June 19, 2008			
RLC	Meeting with Case Manager on schedule of arrearages.	0.20	70.00
LF	Drafted fourth supplement on child support calculations as requested by court at 7/11 hearing including billing statement.	0.70	77.00
LF	Discussion with attorneys.	0.20	22.00
LF	File maintenance. NO CHARGE	1.00	N/C
LF	Drafting order for 6/17/08 hearing.	3.00	330.00
MSW	Review and respond to Emails. Review and revise written communication to Ed Ewert at D.A.'s office, with all supporting calculations.	1.10	605.00
Friday, June 20, 2008			
RLC	Review and execution of supplemental exhibit.	0.20	70.00
Saturday, June 21, 2008			
RLC	Review, edit and smooth proposed Order for 6/11/08.	0.50	175.00
Tuesday, June 24, 2008			
LF	Received call from Court requesting we respond to Mrs. MuirHead's letter.	0.10	11.00
LF	Discussion with attorneys.	0.20	22.00
LF	Drafting response letter as requested by Court.	1.60	176.00
MSW	Review and Revise Order.	0.50	275.00
Wednesday, June 25, 2008			
LF	Research on legitavie history and notes on penalty caculations.	2.00	220.00
MSW	Review and Revise letter to court on calculation of interest and penalties, and whether an amicus brief should be filed (start).	0.80	440.00
Thursday, June 26, 2008			
MSW	Review and Revise letter to court on calculation of interest and penalties, and whether an amicus brief should be filed (finish).	5.10	2,805.00

Page eleven
July 22, 2008
Ms. Cisilie Anne Vaile Porsboll
Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Monday, June 30, 2008			
RLC	Review of letter to Judge Moss.	0.50	175.00
MSW	Final edits to letter to J. Moss on MLAW calculations.	2.10	1,155.00
LF	Case discussion with attorney.	0.10	11.00
Tuesday, July 1, 2008			
RLC	Phone call with BK trustee attorney.	0.50	175.00
RLC	Phone call to US Trustee for BK.	0.10	35.00
RLC	Review of BK documents.	0.40	140.00
LF	Research on bankruptcy filing, down load bankruptcy documents.	1.20	132.00
LF	Telephone conversation with Trustee's office and attorney.	0.50	55.00
LF	Assembling documents for transmission to trustee of orders and judgments.	1.00	110.00
LF	Reasearch and telephone conversation with various offices in California and their District Attorneys Office for child support [REDACTED]	1.20	132.00
LF	Reveiwing downloaded bankruptcy documents.	0.60	66.00
Wednesday, July 2, 2008			
RLC	[REDACTED]	2.50	875.00
RLC	Email to US Trustee for BK.	0.50	175.00
RLC	Review of OC comments of Order.	0.70	245.00
MSW	[REDACTED]	0.20	110.00
LF	Research bankruptcy and what can be discharged if only one spouse is filing.	2.00	220.00
LF	Reviewed proposed changes to order from Muirhead.	1.00	110.00
LF	Discussed changes requested by Muirhead with attorney.	0.40	44.00
Thursday, July 3, 2008			
RLC	[REDACTED]	0.20	70.00
RLC	Smooth Order and draft letter to Judge Moss.	0.50	175.00
RLC	Meeting with MSW and Case Manager.	0.20	70.00
LF	Discussions with attorneys.	0.30	33.00
Saturday, July 5, 2008			
RLC	Complete letter to Ed Ewert on prosecution.	1.50	525.00
Sunday, July 6, 2008			
MSW	[REDACTED]	0.90	495.00
Monday, July 7, 2008			
RLC	REview of documents and research into claims.	1.30	455.00
RLC	[REDACTED]	0.40	[REDACTED]

Page twelve
 July 22, 2008
 Ms. Cisilie Anne Vaile Porsboll
 Vaile v. Vaile, Robert

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
MSW	[REDACTED]	2.40	[REDACTED]
LF	Transmitted letter and proposed Order to Court and opposing counsel.	0.10	11.00
LF	Drafting motion to strike.	4.20	462.00
Tuesday, July 8, 2008			
RLC	Review and edit of Motion to Strike.	1.70	595.00
RLC	Review of filings in Vaile case.	0.40	140.00
MSW	Review and Revise Supplemental Authorities.	1.20	660.00
LF	Drafting and revising motion to strike.	3.00	330.00
LF	Drafted notice of motion, and motio/opposition information sheet, and certificate of service.	0.40	44.00
LF	Drafted Ex Parte application for OST and OST.	1.50	165.00
LF	Revising motion to strike, assembling exhibits filed with court, and transmitted to opposing counsel.	1.00	110.00
Wednesday, July 9, 2008			
LF	Running calculations MLaw and comparison with DA report.	3.00	330.00
LF	Drafting hearing outline.	1.40	154.00

Summary of Services

FF	Faith Fish	1.60 hr @ 110.00	\$ 176.00
FF	Faith Fish	4.10 hr @ 0.00	N/C
LF	Leonard Fowler III	112.60 hr @ 110.00	\$ 12386.00
LF	Leonard Fowler III	5.50 hr @ 0.00	N/C
MS	Mandy Schoepf	1.70 hr @ 0.00	N/C
MSW	Marshal S. Willick	33.90 hr @ 550.00	\$ 18645.00
RLC	Rick L. Crane	53.80 hr @ 350.00	\$ 18830.00

Total Professional Services	\$49,522.00 \$50,037.00
4% Cost charge	3,635.88
Total Including Costs Charge	\$ 53,672.88

Costs and Disbursements

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/25/08	[REDACTED]	[REDACTED]
03/25/08	[REDACTED]	[REDACTED]
03/27/08	Legal Process runner service. Out of Area.	20.00
04/04/08	Parking.	9.00
04/22/08	Legal Process Service. Service on: DA Family Support Division.	50.00

Page thirteen
July 22, 2008
Ms. Cisilie Anne Vaile Porsboll
Vaile v. Vaile, Robert

<u>Date</u>	<u>Description</u>	<u>Amount</u>
06/17/08	Legal Process runner service. Out of Area.	20.00
	Total Costs and Disbursements	\$ 189.00
	Interest Charge	\$ 62,659.82
	TOTAL NEW CHARGES	\$116,521.70
	PAYMENTS AND CREDITS	
09/10/00	Applied from Retainer to fee charges	-2,396.00
09/10/00	Applied from Retainer to cost charges	-90.00
09/10/00	Applied from Retainer to tax charges	-14.00
11/01/00	Wire transfer from Norway.	-7,748.00
11/10/00	Released from security deposit to pay on balance.	-488.50
11/13/00	Wire transfer of funds from Norway.	-7,212.00
01/10/01	Applied from Retainer to fee charges	-9,537.73
01/10/01	Applied from Retainer to cost charges	-1,318.66
01/31/01	Clerk of the Court returned check number 12200 for estimated transcript costs.	-390.00
05/10/01	Applied from Retainer to fee charges	-8,207.10
05/10/01	Applied from Retainer to cost charges	-1,767.90
04/18/03	Refund check #03526 from Nevada Supreme Ct.	-250.00
01/14/04	Data entry error on 12/18/03 by FF. Should have been entered in TORT	-70.00
03/12/08	Entries should have been made into the GARN matter for LF on March 4 for 2.5 hours and March 5 for 1.2 hours	-407.00
04/10/08	Applied from Retainer to fee charges	-955.64
04/10/08	Applied from Retainer to cost charges	-2,224.10
04/30/08	Garnishment from Wachovia Corp.	-13.95
05/09/08	Applied from Retainer to fee charges	-351.00
05/09/08	Applied from Retainer to cost charges	-119.00
06/10/08	Applied from Retainer to fee charges	-652.14
06/10/08	Applied from Retainer to cost charges	-50.00
07/10/08	Applied from Retainer to fee charges	-264.00
07/22/08	Paid by R. Scotlund Vaile.	-264.00
	Total Payments and Credits	\$-44,790.72
	SUMMARY OF ACCOUNT	
	Balance Forward	\$ 0.00
	Total New Charges	116,521.70
	Payments and Credits	-44,790.72
	TOTAL BALANCE DUE *** Plus Retainer Due Below ***	\$155,314.89

Page fourteen
July 22, 2008
Ms. Cislilic Anne Vaile Porsboll
Vaile v. Vaile, Robert

Retainer Account

Retainer Balance Forward	\$ 0.00
08/22/00 Wire Transfer from Norway.	2,500.00
09/10/00 Applied from Retainer to fee charges	-2,396.00
09/10/00 Applied from Retainer to cost charges	-90.00
09/10/00 Applied from Retainer to tax charges	-14.00
12/27/00 Wire transfer from Norway (100,000 Kroners)	10,856.39
01/10/01 Applied from Retainer to fee charges	-9,537.73
01/10/01 Applied from Retainer to cost charges	-1,318.66
05/10/01 Wire Transfer from Den Norske Bank, Oslo, Norway.	9,975.00
05/10/01 Applied from Retainer to fee charges	-8,207.10
05/10/01 Applied from Retainer to cost charges	-1,767.90
03/25/08 Two checks from DA's office, \$7829.35 and \$120.00. 60% to client (\$4769.61) and 40% to outstanding balance.	3,179.74
04/10/08 Applied from Retainer to fee charges	-955.64
04/10/08 Applied from Retainer to cost charges	-2,224.10
04/22/08 Check 83019408 from State of Nevada (garnishment of child support) original check amount \$575.00. 60/40 split to client.	230.00
04/28/08 Paid by Scotlund Vaile (Garnishment). \$600.00 check \$360.00 directly to client.	240.00
05/09/08 Applied from Retainer to fee charges	-351.00
05/09/08 Applied from Retainer to cost charges	-119.00
05/13/08 Paid by Scotlund Vaile Garnishment	264.00
05/23/08 Paid by Robert Scotlund Vaile (garnishment)	264.00
05/30/08 Garnishment of Robert Vaile.	174.14
06/10/08 Applied from Retainer to fee charges	-652.14
06/10/08 Applied from Retainer to cost charges	-50.00
06/19/08 Paid by Mr. Robert Scotlund Vaile (garnishment)	264.00
07/10/08 Applied from Retainer to fee charges	-264.00

New Retainer Account Balance \$ 0.00

Trust Account

Beginning Trust Balance \$ 0.00

08/22/00 Wire Transfer from Norway.	2,500.00
10/02/00 Paid to Gregory & Bradshaw, P.C.: Texas Counsel	-503.50
11/01/00 Payment for legal services from Gregory & Bradshaw, P.C. (Texas Counsel)	-1,508.00
11/10/00 Release of security deposit to pay on balance.	-488.50

Ending Trust Balance \$ 0.00

1 GRETA G. MUIRHEAD, ESQ.
2 Nevada Bar Number 3957
3 9811 W. Charleston Blvd.
4 Ste. 2-242
5 Las Vegas, Nevada 89117
6 (702) 434-6004
7 Attorney for Plaintiff
8 Unbundled

FILED

AUG 01 2008

CRP
CLERK OF THE COURT

FILED

AUG 15 05 11 03

CRP
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

9 ROBERT SCOTLUND VAILE,

CASE NO. 98D230385D
DEPT NO: 1

10 Plaintiff,

DATE OF HEARING:
TIME OF HEARING:

11 vs.

12 CISILE A. PORSBOLL, f/n/a CISILE
13 A. VAILE
14 Defendant.

15
16 **PLAINTIFF'S SUPPLEMENTAL BRIEF RE: CHILD SUPPORT**
17 **PRINCIPAL, PENALTIES, AND ATTORNEY FEES**

18
19 **I. When the Marshal Law Program "Hurts" the NCP**

20
21 As the Court is aware, both Scotlund and the DA have alleged that the Marshal
22 Law Program as it calculates child support penalties "hurts" the NCP by charging him
23 substantially more than the District Attorney's method of calculation as promulgated in
24 the State Handbook at Regulation 615. The following chart is designed to explain to the
25 Court when that "hurt" first starts to rear its head.
26
27
28

3 5

1 Clark County DA's Method re: assessed penalty (Total mos.=25)

2	April 2000	\$0 (not 1 mo. late yet)
3	May 2000	\$130.00
4	June 2000	\$130.00
5	July 2000	\$130.00
6	August 2000	\$130.00
7	September 2000	\$130.00
8	October 2000	\$130.00
9	November 2000	\$130.00
10	December 2000	\$130.00
11	January 2001	\$130.00
12	February 2001	\$130.00
13	March 2001	\$130.00
14	April 2001	\$130.00
15	May 2001	\$130.00
16	June 2001	\$130.00
17	July 2001	\$130.00
18	August 2001	\$130.00
19	September 2001	\$130.00
20	October 2001	\$130.00
21	November 2001	\$130.00
22	December 2001	\$130.00
23	January 2002	\$130.00
24	February 2002	\$130.00
25	March 2002	\$130.00
26	April 2002	\$130.00
27	TOTAL PENALTY:	\$3120.00 (24 mos. assuming 0 paid monthly)

19
20 Marshal Law Method re: running penalty (taken from 7/25/08 Arrearage
21 Calculation)

22	April 2000	\$0 (not 1 mo. late yet)
23	May 2000	\$ 10.65
24	June 2000	\$ 32.67
25	July 2000	\$ 64.64
26	Aug. 2000	\$ 108.68
27	Sep. 2000	\$ 163.74
28	Oct. 2000	\$ 227.67
	Nov. 2000	\$ 304.75
	Dec. 2000	\$ 389.99
	Jan. 2001	\$ 489.09
	Feb. 2001	\$ 599.50
	Mar. 2001	\$ 709.20

1	April 2001	\$ 841.70
2	May 2001	\$ 980.60
3	June 2001	\$1135.18
4	July 2001	\$1295.45
5	Aug. 2001	\$1472.11
6	Sep. 2001	\$1659.81
7	Oct. 2001	\$1852.13
8	Nov. 2001	\$2061.92
9	Dec. 2001	\$2275.61
10	Jan. 2002	\$2507.48
11	Feb. 2002	\$2750.38
12	Mar. 2002	\$2979.75
13	April 2002	\$3244.74

14 TOTAL PENALTY: \$3244.75 (24 mos. assuming 0 paid monthly)

15 If a non-custodial parent is only a few months delinquent, then, arguably, he
16 benefits from Mr. Willick's method of calculation. However, most non-custodial parents
17 have substantial child support arrears that surpass two years and thousands of dollars.
18 As the Court will note by the second year into his "delinquency" the numbers first start
19 tilting against Scotlund and then build on themselves. In essence, the Marshal Law
20 Program, save for the fact that it does not "charge" the first month and the percentage
21 remains fixed at 10% rather than the floating interest charge found in the interest
22 assessment works identically to the interest calculation.

23 On page 59 of the 1993 discussion of Senate Bill 298 (NRS 125B.095),
24 Chairman Sader stated that the purpose of the penalty was "intended to be
25 "motivational", such as a late payment fee attached to any billing." (See Exhibit 1
26 attached).

27 Beginning on page 19 and continuing on page 20 of the April 11, 2005 legislative
28 session, Susan Hallahan with the Washoe County District Attorney, states, "The
purpose of the penalty is to encourage the obligor to pay each and every month as he is
obligated to pay. This penalty is a one-time snapshot during that calendar month for any

1 delinquency you have. So, if the obligor pays each month, he or she would not accrue
2 an additional penalty. " Further reiteration of that same point is made by Assemblyman
3 Carpenter immediately following Ms. Hallahan's statements. (See Exhibit 2 attached).
4

5 Along those lines, counsel for plaintiff has attached a copy of her recent Embargo
6 telephone bill. You will note that the due date is August 9, 2008 in the amount of
7 \$15.68. If the \$15.68 is received after August 20, 2008, a penalty or late payment fee of
8 \$5.00 is imposed as it is now \$20.68 that is due. (Exhibit 3) In the 1993 legislative
9 history in support of AB 604 (NRS 125B.095), on page 61, former Attorney General
10 Frankie Sue De Pappa commented that "...delinquent power bills to late credit card
11 payments are assessed late fees and penalties, yet missed child support payments are
12 not..." (Exhibit 4)
13

14 The Child support penalty in the statute at issue, NRS 125B.095 is ambiguous
15 and even opposing counsel, Mr. Willick admitted that it was ambiguous in his June 30,
16 2008 letter which was attached as an Exhibit to Plaintiff's Motion to Disqualify. When a
17 statute is ambiguous, you look to the legislative history. The legislative history for NRS
18 125B.095 supports a finding that penalties are to be assessed on a one-time basis and
19 are not to be assessed on a daily basis accrued when looking at the total unpaid child
20 support obligation as Mr. Willick's program does. Penalties are not to be construed as
21 double interest. By charging on the unpaid arrears and by assessing on a daily basis,
22 Mr. Willick is effectively charging said double interest.
23

24 In May 2008, Mr. Vaile paid ALL of his monthly child support, yet with Mr.
25 Willick's program was STILL assessed \$976.11 for the month of May. {Penalties
26 jumped from \$50403.00 on May 1, 2008 to \$51379.11 on June 1, 2008 a difference of
27
28

1 \$976.11! (See Exhibit 5). With the Marshal Law way, there is no one-time snapshot
2 during that calendar month as described by Ms. Hallahan above; Mr. Vaile is still being
3 punished for all of the prior months even though he paid in May 2008 because the
4 Marshal Law Program asserts that penalties apply to unpaid "installments". Note,
5 however, that the statute speaks in the singular of unpaid "installment
6

7 . NRS 125B.095 Penalty for delinquent payment of installment of obligation of support.

8 1. Except as otherwise provided in this section and NRS 125B.012, if an installment of an
9 obligation to pay support for a child which arises from the judgment of a court becomes
10 delinquent in the amount owed for 1 month's support, a penalty must be added by operation
11 of this section to the amount of the installment. This penalty must be included in a
12 computation of arrearages by a court of this State and may be so included in a judicial or
13 administrative proceeding of another state. A penalty must not be added to the amount of
14 the installment pursuant to this subsection if the court finds that the employer of the
15 responsible parent or the district attorney or other public agency in this State that enforces an
16 obligation to pay support for a child caused the payment to be delinquent.

17 2. The amount of the penalty is 10 percent per annum, or portion thereof, that the
18 installment remains unpaid. Each district attorney or other public agency in this State
19 undertaking to enforce an obligation to pay support for a child shall enforce the provisions of
20 this section. (emphasis added)
21 (Added to NRS by 1993, 1030; A 1997, 2297; 2005, 310)

22 Note also, that in section 1 when discussing when a penalty may not be added,
23 the Statute discusses that if the court finds that the employer of the non-custodial parent
24 or the district attorney caused the payment to be delinquent no penalty should be
25 assessed. It is evident that provision contemplates the monthly child support
26 payment—i.e. if an employer fails to withhold for a particular month or the DA failed to
27 appropriately credit for that particular month. The focus is the one month and that one
28 month only and not the prior months' payments or lack of payments. The "portion
thereof" refers to a non-custodial parent's failure to pay the entire month's worth of child
support, i.e. all of the \$1300.00 and not the prior months as opposing counsel would
have you believe. If they intended to penalize on a total arrearage basis, then the

1 their mother's custody. Scotlund executed his plan in May 2000, kidnapping or abducting
2 both children in Norway and smuggling them across international borders and State lines
3 using the fraudulently-obtained passports, under color of authority of the fraudulently-
4 obtained Nevada State Family Court Order.

5 7. Ultimately, the children were brought by Scotlund to Texas, where they remained until
6 they were recovered and returned to Cisile in April 2002.

7 8. On April 11, 2002, the Nevada Supreme Court issued its *Opinion in Vaile v. District*
8 *Court*, 118 Nev. 262, 44 P.3d 506 (2002), in which the court found that Scotlund was
9 never a resident of the State of Nevada, and had falsely so claimed in both his original
10 divorce paperwork and his later motion seeking custody of the children. The court also
11 found that the children never lived in Nevada, and that the lower court never had subject
12 matter or personal jurisdiction to enter any kind of order relating to child custody. The
13 court found that the children are habitual residents of Norway, that Scotlund wrongfully
14 removed them from Norway, and that Scotlund took custody of the children under an
15 invalid order. The Nevada Supreme Court issued a writ of mandamus compelling the
16 district court to vacate those portions of its decree relating to custody and visitation and to
17 order the children's return to Norway. The *Order* filed April 12, 2000 (from the hearing
18 of March 29, 2000) was set aside in its entirety as invalid in all respects.²

19 9. On April 16, 2002, the Nevada district court issued its order pursuant to the Writ of
20 Mandamus, stating in part that "all provisions of the *Decree of Divorce* filed August 21,
21 1998, bearing on custody and visitation of the children at issue, or incorporating the
22 custody and visitation terms of the parties' 'agreement' dated July 9, 1998, are hereby
23

24 ²

25 Judge Steel has filed an affidavit in this action, indicating that she never would have issued that
26 *Order* if she had been told the truth, and that she was tricked by the multiple false statements in
Scotlund's written and oral presentation into entering the invalid *Order*.

- 1 void and unenforceable, and have been vacated. All aspects of the *Orders* entered April
- 2 12, 2000, and October 25, 2000, are invalid and void in their entirety."
- 3 10. The April 16 Nevada *Order* was domesticated in Texas on April 17, 2002, and given full
- 4 faith and credit by the Texas Court; Cisilie was given custody of the children and
- 5 permission to return to Norway with them. Scotlund was assessed \$45,419 (attorney's
- 6 fees of \$20,359 and costs of \$25,060), which were to incur interest at 10% per year
- 7 compounded annually, in compensation for the damages he caused Cisilie to incur in
- 8 Texas in recovering the children. Scotlund has never complied with any part of that court
- 9 order to make payment.
- 10 11. Scotlund filed further Petitions in the appellate courts of Texas, which were finally denied
- 11 on May 9, 2002. On June 13, a "Rule 11 Agreement" was filed, in which Scotlund
- 12 stipulated to the costs Cisilie had incurred in responding to his Petitions in Texas. The
- 13 Texas trial court denied his motion for a new trial on June 18, 2002, and assessed
- 14 Scotlund \$23,797.90 in additional fees, in accordance with the Rule 11 Agreement, to
- 15 incur interest at 10% per year compounded annually. To date, Scotlund has never
- 16 complied with any part of the court order to make those payments, either.
- 17 12. On December 3, 2002, Scotlund filed a *Petition for Writ of Certiorari* in the United States
- 18 Supreme Court, attacking the Nevada Supreme Court *Opinion*.
- 19 13. On March 10, 2003, the United States Supreme Court denied Scotlund's *Writ*.
- 20 14. On May 15, 2003, the Texas Court of Appeals dismissed Scotlund's appeal as untimely.
- 21 15. In July, 2003, the Nevada Family Court issued an *Order* requiring that Scotlund pay
- 22 \$116,732.09 to Cisilie in compensation for the costs and fees incurred in Nevada for the
- 23 recovery of the children. Scotlund has never complied with any part of that court order.
- 24 16. The Nevada *Decree of Divorce* required Scotlund to pay child support on a monthly basis
- 25 to Cisilie, under a complex formula. Scotlund never supplied the income and other
- 26 information necessary for such calculations, but he consistently earned income in excess

- 1 of \$100,000 per year.
- 2 17. Scotlund unilaterally determined that the formula in the *Decree* required him to pay
- 3 11,000 Norwegian Kroners in child support, a sum equivalent to approximately \$1,300
- 4 (U.S.) per month. He paid that amount to Cisilie from August 1998, through March
- 5 2000, but has not paid any support for the children since that time.
- 6 18. No valid United States court order has ever altered the obligation imposed by the Nevada
- 7 *Decree of Divorce*, and the Nevada Supreme Court *Opinion* verified that, as a matter of
- 8 State law, when a person such as Scotlund has submitted himself to the jurisdiction of a
- 9 court, such a support obligation can and does stay in effect even if the court entering it did
- 10 not have jurisdiction to make an award of custody of the subject children.
- 11 19. Assuming that Scotlund correctly calculated the amount of child support due under the
- 12 Nevada order back in 1998, and disregarding the cost of living adjustment called for in
- 13 that order, and Scotlund's various increases in salary over the years, a minimum sum of
- 14 \$138,500 in arrears in child support principal, interest, and penalties has accrued under
- 15 the Nevada child support order from the time Scotlund stopped paying child support in
- 16 March 2000, through February 2006.
- 17 20. After the recovery of the children, Norway independently issued temporary custody,
- 18 support, and visitation orders (effective as of April 2002). Scotlund has acknowledged
- 19 receipt of those orders, but has not paid any support for the children in accordance with
- 20 those orders, either. Even without taking into account the cost of living adjustment in the
- 21 Norwegian orders, the minimum amount of arrears that accrued thereunder between April
- 22 2002, and February 2006, converted into U.S. dollars, is approximately \$48,000.
- 23 21. Beginning with the kidnapping or abduction of the children, and continuing for the two
- 24 years required to recover the children, and thereafter, Cisilie experienced severe emo-
- 25 tional and psychological trauma, including physical symptoms requiring medical atten-
- 26 tion. She missed many weeks of work as a result of both the resulting symptoms, and as

1 a matter of time necessary to deal with the American legal proceedings, incurring further
2 financial loss.

3 22. Beginning with the kidnapping or abduction of the children, and continuing for the two
4 years required to recover them, and thereafter, the children experienced emotional and
5 psychological trauma as a result of Scotlund's removal of them from their home, family,
6 and country, including nightmares and severe anxiety attacks. The children have been in
7 counseling and therapy, and have exhibited ongoing symptoms of psychological trauma,
8 including physical manifestations of stress. The expert psychological opinion is that the
9 damage was significant and can reasonably be expected to require continuing therapeutic
10 intervention indefinitely into the future.

11 23. The actual damages caused by Scotlund's actions have been extraordinary. Cisilie
12 incurred \$116,732.09 in costs, fees, and expenses in the Nevada State court proceedings
13 to recover the children, another \$95,819.47³ in the Texas proceedings, another \$20,395⁴
14 in the proceedings in the United States Supreme Court, and a sum equal to some \$15,512
15 in the courts of Norway. Scotlund has never paid any part of any judgment of any court
16 that has found him liable.

17 24. The litigation expenses incurred by Cisilie in bringing the current action in this Court
18 purportedly include \$26,939 in costs, and more than \$312,000 worth of attorney and staff
19 time. Travel and other costs have totaled an additional approximate \$10,000.

20 25. Scotlund's conduct and actions were intended to and did cause the infliction of emotional
21 distress upon all three Plaintiffs, and were the actual and proximate cause of that damage.

22
23
24 ³ \$69,398.90 reduced to judgment by the Texas courts, and simple interest at 10%, in accordance
25 with those orders from entry through February 27, 2006.

26 ⁴ \$16,548 in fees, and \$3,847 in costs.

- 1 26. Scotlund had a duty to Plaintiffs, including but not limited to not abducting the children,
2 and not giving false testimony to and abusing the process of the courts. Scotlund
3 breached all those duties.
- 4 27. Scotlund's conduct and actions negligently caused the infliction of emotional distress
5 upon all three Plaintiffs, and were the actual and the proximate cause of that damage.
- 6 28. Scotlund intentionally confined the children without actual or implied consent by the
7 children or Cisilie, and without legitimate authority, constituting the false imprisonment
8 of the children.
- 9 29. Scotlund's planning and execution of the kidnap, and subsequent false imprisonment of
10 the children, intentionally interfered with the custodial rights of Cisilie.
- 11 30. Scotlund had a duty not to violate the law, abuse process, abduct the children, conceal
12 the children, and withhold the children from Cisilie's custody. Scotlund's violations of
13 those duties were the actual and the proximate cause of Plaintiffs' damages.
- 14 31. Scotlund has committed, or aided and abetted the commission of, acts with the same or
15 similar pattern, intents, results, accomplices, victim, or methods of commission, and/or
16 which are otherwise interrelated by distinguishing characteristics and are not isolated
17 incidents, and which would constitute crimes related to a pattern of racketeering activity
18 including at least two racketeering acts. These acts include Scotlund's kidnap of the
19 children, and Scotlund's obtaining passports for the children with falsified documenta-
20 tion.
- 21 32. Scotlund's conduct constituted willful and malicious injury to Cisilie and the children,
22 which conduct is encompassed by within the range set out in 11 U.S.C. § 523(6).
- 23 33. Scotlund failed to comply with the *Order Regarding Trial* filed February 13, 2006, since
24 he (1) failed to timely file trial briefs, suggested voir dire questions and proposed jury
25 instructions, as prescribed by the Pretrial Order; (2) failed to appear for Calendar Call
26 without first having been excused by the Court; and (3) failed to timely comply with

orders scheduling deadlines for trial preparation.

34. Scotlund filed a "Notice of Cessation of Defense" on February 21, 2006, and explained that he would not oppose a default, although that document further claims that an appeal is an eventuality.

35. Scotlund was required to attend Calendar Call in this action on February 22, 2006, and produce documents pertaining to trial preparations for this Court's review prior to trial. The mandatory nature of his attendance at Calendar Call was telephonically verified with Scotlund. Scotlund nevertheless failed to appear at Calendar Call.

36. Scotlund's actions, failures to act, and communications have amply demonstrated contempt of this Court and its processes, as well as contempt for the orders of various courts in the United States and elsewhere in the world.

37. Scotlund has knowingly refused to provide support for his children for a period of some six years. Under any conceivable mathematics, the sum he owes in arrearages exceeds the thresholds set out in NRS 201.020(2)⁵ and Title 18, Chapter 11A, Section 228 of the United States Code ("Failure to pay legal child support obligation")⁶ for felony non-support under state and federal law.

On multiple grounds. There is a court ordered support obligation that Scotlund has knowingly failed to pay, arrearages in the amount of \$10,000 or more have accrued since the time a court first ordered him to pay support, there has been a second or subsequent violation in that additional arrearages totaling \$5,000 or more have accrued since the time a court first ordered him to provide support, and arrearages totaling \$5,000 or more have accrued since the time a court in another jurisdiction first ordered him to provide support.

Again, on multiple bases. The child to whom support is owed resides in another state, there is a court-ordered support obligation, there has been a willful failure to pay the support obligation for a period longer than two years, and there are arrearages of more than \$10,000. Scotlund has used interstate or foreign commerce with the intent to evade a support obligation that has been unpaid for over a year and that is greater than \$5,000.

1 38. As a direct and proximate result of Scotlund's wrongful acts, Cisilie has been caused to
2 expend hundreds of thousands of dollars to locate, visit, and ultimately litigate to recover
3 custody of her children. Scotlund's disregard of all orders entered by all courts to date
4 purportedly required the expenditure of costs and time worth over \$349,000 to bring this
5 matter to trial.

6 39. If any of these Findings of Fact are more properly considered Conclusions of Law, they
7 should be so construed.

8 CONCLUSIONS OF LAW

- 9 1. Scotlund has committed fraud, conspiracy, kidnaping or abduction, intentional and
10 negligent infliction of emotional distress upon all three Plaintiffs, false imprisonment of
11 the children, and intentional interference with Cisilie's custodial rights.
- 12 2. Scotlund's intentional perjury and offering false evidence in the Eighth Judicial District
13 Court, in and for the County of Clark, State of Nevada, in *Vaile v. Vaile*, Case No.
14 D230385, his kidnaping or abduction of the children, and his obtaining passports for the
15 children with falsified documentation, renders Scotlund liable for punitive damages.
- 16 3. This judgment shall be considered non-dischargeable in bankruptcy pursuant to 11 U.S.C.
17 § 523(6) as Scotlund has, by virtue of his conduct, committed a willful and malicious
18 injury against all three Plaintiffs.
- 19 4. Scotlund is guilty of non-support of his children under applicable state and federal law.
- 20 5. Scotlund is in direct contempt of this Court for violation of the Orders of Judge Hunt
21 regarding Calendar Call, and for violation of directions set forth in the Order Regarding
22 Trial.
- 23 6. Scotlund's course of conduct in the actions noted above, and the amount of economic and
24 other harm inflicted by Scotlund, is shocking to the conscience and demonstrates a
25 wanton and malicious conduct, or a conscious disregard for the wrongfulness of his
26 actions, entitling Plaintiffs to imposition of punitive damages.

- 1 7. Plaintiffs are entitled to an award of attorney's fees and costs in this action.
- 2 8. If any of these Conclusions of Law are more properly considered Findings of Fact, they
- 3 should be so construed.

4 DECISION

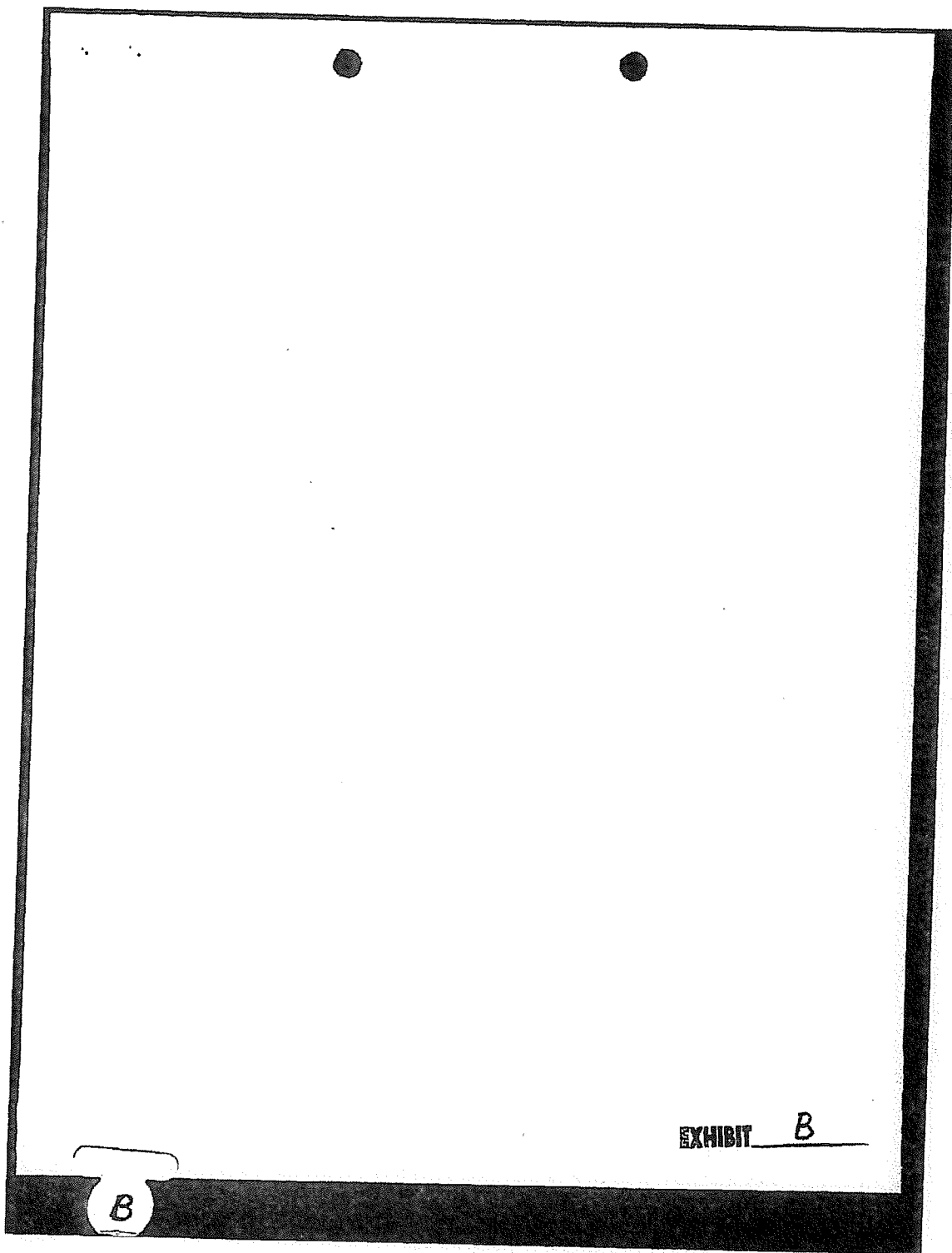
5 Based upon the foregoing Findings of Fact, Conclusions of Law, and the evidence
6 elicited at trial, it is the decision of the Court that judgment enter in favor of the Plaintiffs and
7 against Defendant Robert Scotlund Vaile as follows:

- 8 1. Plaintiff Cisilie Vaile Porsboll is awarded \$150,000.00 as and for injury, pain and
9 suffering, including emotional and psychological pain, suffering and distress caused by R.
10 Scotlund Vaile's abduction or kidnaping, false imprisonment, acts of fraud and conspir-
11 acy, and negligent or intentional infliction of emotional distress.
- 12 2. Minor Plaintiff Dana Louise Vaile is awarded \$150,000.00 as and for injury, pain and
13 suffering, including emotional and psychological pain, suffering and distress caused by R.
14 Scotlund Vaile's abduction or kidnaping, false imprisonment, acts of fraud and conspir-
15 acy, and negligent or intentional infliction of emotional distress.
- 16 3. Minor Plaintiff Kamilla Jane Vaile is awarded \$150,000.00 as and for injury, pain and
17 suffering, including emotional and psychological pain, suffering and distress caused by R.
18 Scotlund Vaile's abduction or kidnaping, false imprisonment, acts of fraud and conspir-
19 acy, and negligent or intentional infliction of emotional distress.
- 20 4. Plaintiff Cisilie Vaile Porsboll is awarded damages of attorneys fees and costs, awarded
21 in other cases as a result of her having to come to the United States to recover her
22 children, overturn fraudulently obtained orders, and regain custody of her children, in the
23 amount of \$272,255.56, plus interest until paid.
- 24 5. Plaintiff Cisilie Vaile Porsboll is awarded judgment against Defendant R. Scotlund Vaile
25 for arrears in child-support payments, including interest and penalties, as of February
26 2006, in the amount of \$138,500.00.

- 1 6. Plaintiff Cislile Vaile Porsboll is awarded punitive damages against Defendant R.
- 2 Scotlund Vaile in the amount of \$100,000.00.
- 3 7. Plaintiff Cislile Vaile Porsboll is awarded attorneys fees and costs in this action in an
- 4 amount to be determined upon submission of sufficient documentation and verification as
- 5 required by the Local Rules.

6 Dated: March 13, 2006.

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11 ROGER L. HUNT
12 United States District Judge
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6 UNITED STATES DISTRICT COURT
7 DISTRICT OF NEVADA

8 ***

9 CISILIE VAILE PORSBOLL,
10 fna CISILIE A. VAILE,
11 individually and as Guardian of
12 KAIA LOUISE VAILE and
13 DAMILLA JANE VAILE, minor children,

14 Plaintiff(s),

2:02-cv-0706-RLH-RJJ

15 vs.

JUDGMENT

16 ROBERT SCOTLUND VAILE,
17 Defendant(s).

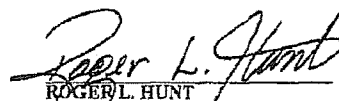
18 This matter having come on for trial, as duly scheduled and noticed, before the
19 Honorable Roger L. Hunt, U.S. District Judge, on February 27, 2006; and pursuant to the Findings
20 of Fact and Conclusions of Law and Decision filed herein;

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment enter in
22 favor of the Plaintiffs Cisilie Vaile Porsboll individually, and as Guardian of Kaia Louise Vaile
23 and Kamilla Jane Vaile, minor children, and against Defendant Robert Scotlund Vaile as follows:

- 24 1. Plaintiff Cisilie Vaile Porsboll is awarded \$150,000.00 as and for injury, pain and suffer-
25 ing, including emotional and psychological pain, suffering and distress caused by R.
26 Scotlund Vaile's abduction or kidnaping, false imprisonment, acts of fraud and conspiracy,
and negligent or intentional infliction of emotional distress.

- 1 2. Minor Plaintiff Daja Louise Vaile is awarded \$150,000.00 as and for injury, pain and
2 suffering, including emotional and psychological pain, suffering and distress caused by R.
3 Scotlund Vaile's abduction or kidnaping, false imprisonment, acts of fraud and conspiracy,
4 and negligent or intentional infliction of emotional distress.
- 5 3. Minor Plaintiff Kamilla Jane Vaile is awarded \$150,000.00 as and for injury, pain and
6 suffering, including emotional and psychological pain, suffering and distress caused by R.
7 Scotlund Vaile's abduction or kidnaping, false imprisonment, acts of fraud and conspiracy,
8 and negligent or intentional infliction of emotional distress.
- 9 4. Plaintiff Cisilie Vaile Porsboll is awarded damages of attorneys fees and costs, awarded in
10 other cases as a result of her having to come to the United States to recover her children,
11 overturn fraudulently obtained orders, and regain custody of her children, in the amount of
12 \$272,255.56, plus interest until paid.
- 13 5. Plaintiff Cisilie Vaile Porsboll is awarded judgment against Defendant R. Scotlund Vaile
14 for arrears in child support payments, including interest and penalties, as of February 2006,
15 in the amount of \$138,500.00.
- 16 6. Plaintiff Cisilie Vaile Porsboll is awarded punitive damages against Defendant R. Scotlund
17 Vaile in the amount of \$100,000.00.
- 18 7. Plaintiff Cisilie Vaile Porsboll is awarded attorneys fees and costs in this action in an
19 amount to be determined upon submission of sufficient documentation and verification as
20 required by the Local Rules.

21 Dated: March 13, 2006.

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25 ROGER L. HUNT
26 United States District Judge

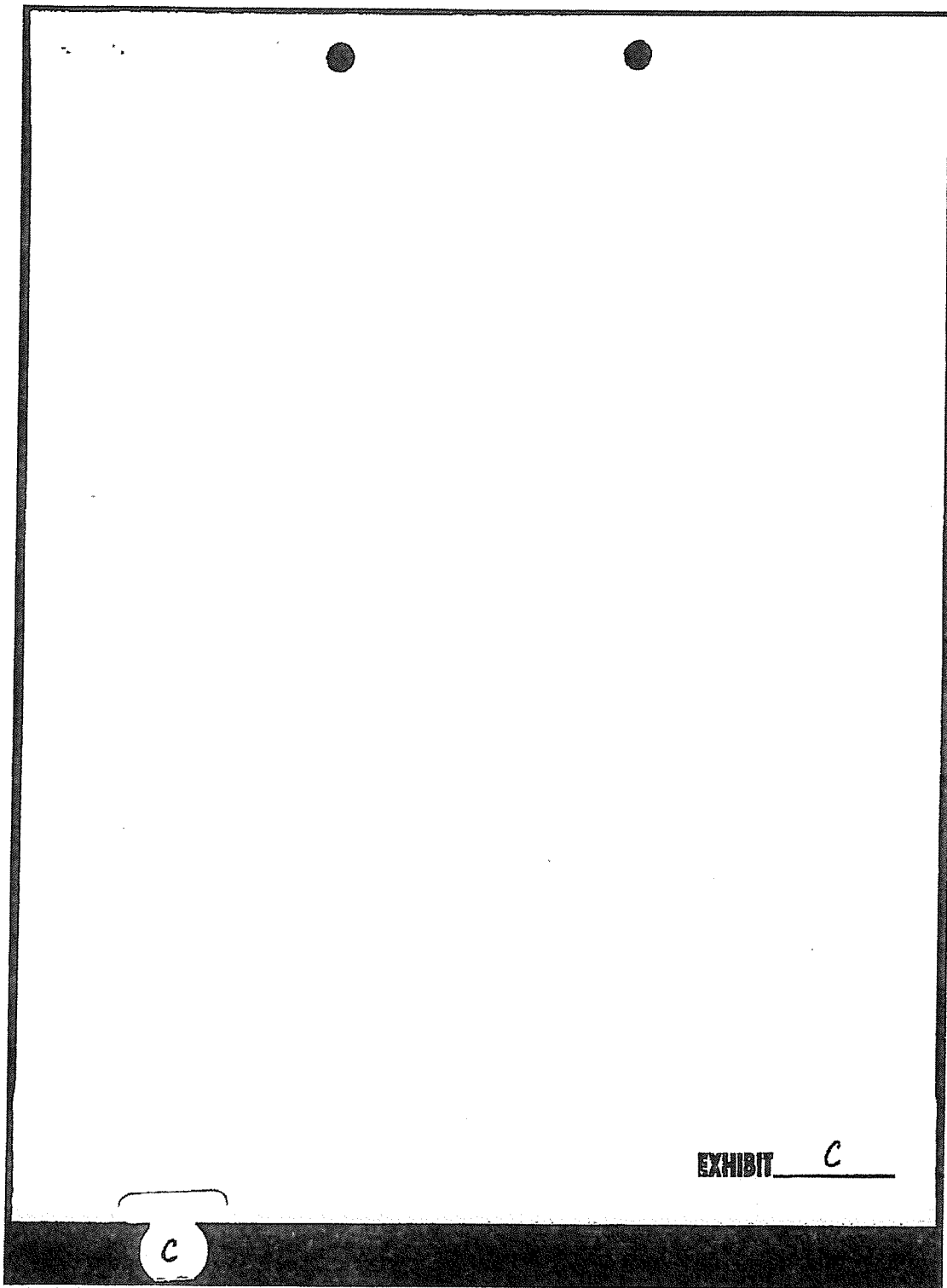


EXHIBIT C

C

Arrearage Calculation Summary
Valie

Page: 1

Report Date: 11/09/2007

Summary of Amounts Due

Total Principal Due 11/01/2007: \$178245.46
Total Interest Due 11/01/2007: \$28810.52
Total Penalty Due 11/01/2007: \$28729.22
Amount Due if paid on 11/01/2007: \$235785.20
Amount Due if paid on 11/02/2007: \$235884.09
Daily Amount accruing as of 11/02/2007: \$98.89

Accumulated Arrearage and Interest Table

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2006	*138500.00	02/01/2006	0.00	138500.00	0.00
02/01/2006	*13850.00	02/01/2006	0.00	152350.00	0.00
03/01/2006	*1300.00	03/01/2006	0.00	153650.00	1081.05
04/01/2006	*1300.00	04/01/2006	0.00	154950.00	2288.15
05/01/2006	*1300.00	05/01/2006	0.00	156250.00	3466.20
06/01/2006	*1300.00	06/01/2006	0.00	157550.00	4693.72
07/01/2006	*1300.00	07/01/2006	0.00	158850.00	5891.54
07/03/2006	*0.00	07/03/2006	468.18	158381.82	5980.75
07/18/2006	*0.00	07/18/2006	468.18	157913.64	6647.91
08/01/2006	*1300.00	08/01/2006	0.00	159213.64	7268.75
08/02/2006	*0.00	08/02/2006	468.18	158745.46	7313.46
09/01/2006	*1300.00	09/01/2006	0.00	160045.46	8650.83
10/01/2006	*1300.00	10/01/2006	0.00	161345.46	9999.16
11/01/2006	*1300.00	11/01/2006	0.00	162645.46	11403.75
12/01/2006	*1300.00	12/01/2006	0.00	163945.46	12773.98
01/01/2007	*1300.00	01/01/2007	0.00	165245.46	14201.21
02/01/2007	*1300.00	02/01/2007	0.00	166545.46	15639.75
03/01/2007	*1300.00	03/01/2007	0.00	167845.46	16949.30
04/01/2007	*1300.00	04/01/2007	0.00	169145.46	18410.47
05/01/2007	*1300.00	05/01/2007	0.00	170445.46	19835.47
06/01/2007	*1300.00	06/01/2007	0.00	171745.46	21319.28
07/01/2007	*1300.00	07/01/2007	0.00	173045.46	22766.17
08/01/2007	*1300.00	08/01/2007	0.00	174345.46	24272.62
09/01/2007	*1300.00	09/01/2007	0.00	175645.46	25790.38
10/01/2007	*1300.00	10/01/2007	0.00	176945.46	27270.13
11/01/2007	*1300.00	11/01/2007	0.00	178245.46	28810.52
Totals	179650.00		1404.54	178245.46	28810.52

* Indicates a payment due is designated as child support.

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
02/01/2006	*138500.00	138500.00	0.00
02/01/2006	*13850.00	152350.00	0.00
03/01/2006	*1300.00	153650.00	1168.71
04/01/2006	*1300.00	154950.00	2473.68
05/01/2006	*1300.00	156250.00	3747.24
06/01/2006	*1300.00	157550.00	5074.30
07/01/2006	*1300.00	158850.00	6369.23
07/03/2006	*0.00	158381.82	6456.27
07/18/2006	*0.00	157913.64	7107.15
08/01/2006	*1300.00	159213.64	7712.85
08/02/2006	*0.00	158745.46	7756.47
09/01/2006	*1300.00	160045.46	9061.23
10/01/2006	*1300.00	161345.46	10376.67
11/01/2006	*1300.00	162645.46	11747.00
12/01/2006	*1300.00	163945.46	13083.81
01/01/2007	*1300.00	165245.46	14476.23
02/01/2007	*1300.00	166545.46	15879.68
03/01/2007	*1300.00	167845.46	17157.29
04/01/2007	*1300.00	169145.46	18582.83
05/01/2007	*1300.00	170445.46	19973.06
06/01/2007	*1300.00	171745.46	21420.68
07/01/2007	*1300.00	173045.46	22832.29
08/01/2007	*1300.00	174345.46	24301.99
09/01/2007	*1300.00	175645.46	25782.73
10/01/2007	*1300.00	176945.46	27226.39
11/01/2007	*1300.00	178245.46	28729.22
Totals	179650.00	178245.46	28729.22

* Indicates a payment due is designated as child support.

Notes: Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00% from Jan 1960 to Jun 1979	8.00% from Jul 1979 to Jun 1981
12.00% from Jul 1981 to Jun 1987	10.25% from Jul 1987 to Dec 1987
10.75% from Jan 1988 to Jun 1988	11.00% from Jul 1988 to Dec 1988
12.50% from Jan 1989 to Jun 1989	13.00% from Jul 1989 to Dec 1989
12.50% from Jan 1990 to Jun 1990	12.00% from Jul 1990 to Jun 1991
10.50% from Jul 1991 to Dec 1991	8.50% from Jan 1992 to Dec 1992
8.00% from Jan 1993 to Jun 1994	9.25% from Jul 1994 to Dec 1994
10.50% from Jan 1995 to Jun 1995	11.00% from Jul 1995 to Dec 1995
10.50% from Jan 1996 to Jun 1996	10.25% from Jul 1996 to Jun 1997
10.50% from Jul 1997 to Dec 1998	9.75% from Jan 1999 to Dec 1999
10.25% from Jan 2000 to Jun 2000	11.50% from Jul 2000 to Jun 2001
8.75% from Jul 2001 to Dec 2001	6.75% from Jan 2002 to Dec 2002
6.25% from Jan 2003 to Jun 2003	6.00% from Jul 2003 to Jun 2004
6.25% from Jul 2004 to Dec 2004	7.25% from Jan 2005 to Jun 2005
8.25% from Jul 2005 to Dec 2005	9.25% from Jan 2006 to Jun 2006
10.25% from Jul 2006 to Dec 2007	

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* End Of Report *

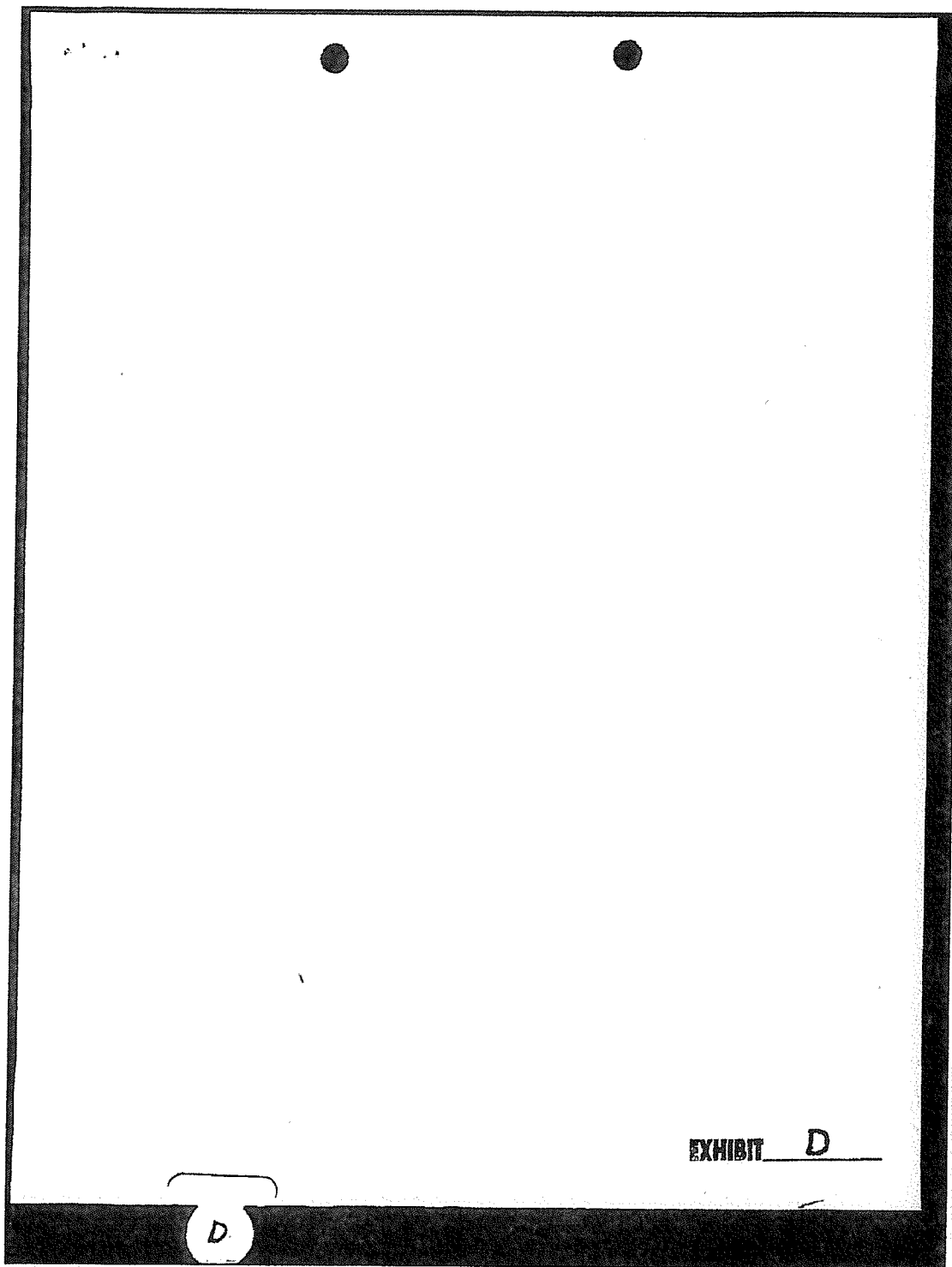


EXHIBIT D

D

Willick Law Group
3591 E. Bonanza Rd., Suite 200
Las Vegas, Nevada 89110-2101
Web page: www.willicklawgroup.com
Billing Q&A seth@willicklawgroup.com

November 13, 2007

Ms. Cisilie Anne Vaile Porsboll
Nordassloyfa 29A
1251 Oslo
Norway

File Number: 00-050.POST

RE: Vaile v. Vaile, Robert

Statement of Account for Services Rendered Through November 13, 2007

Professional Services

<u>Emp</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Wednesday, September 26, 2007			
MSW	Review and Revise Motion re: back child support; return to Mr. Fowler for calculations and exhibit attachments.	1.10	605.00
Thursday, October 4, 2007			
LF	File maintenance and organization.	0.50	55.00
Friday, October 5, 2007			
LF	Revising Motion and running Mlaw calculations.	2.00	220.00
Saturday, October 6, 2007			
MSW	Review and Revise motion re: child support; edit, annotate, and leave for staff completion with instructions.	0.90	495.00
Friday, November 2, 2007			
LF	Discussion with attorney on motion status.	0.30	33.00
Monday, November 5, 2007			
LF	Revising Motion.	1.00	110.00

Summary of Services

LF	Leonard Fowler III	3.80 hr @ 110.00	\$ 418.00
MSW	Marshal S. Willick	2.00 hr @ 550.00	\$ 1100.00

Total Professional Services

\$ 1,518.00

Page two
November 13, 2007
Ms. Cislle Anne Vaile Porsboll
Vaile v. Vaile, Robert

4% Cost charge	3,495.60
Total Including Costs Charge	\$ 5,013.60
Costs and Disbursements	\$ 0.00
Interest Charge	\$ 54,868.83
TOTAL NEW CHARGES	\$ 59,882.43
PAYMENTS AND CREDITS	
09/10/00 Applied from Retainer to fee charges	-2,396.00
09/10/00 Applied from Retainer to cost charges	-90.00
09/10/00 Applied from Retainer to tax charges	-14.00
11/01/00 Wire transfer from Norway.	-7,748.00
11/10/00 Released from security deposit to pay on balance.	-488.50
11/13/00 Wire transfer of funds from Norway.	-7,212.00
01/10/01 Applied from Retainer to fee charges	-9,537.73
01/10/01 Applied from Retainer to cost charges	-1,318.66
01/31/01 Clerk of the Court returned check number 12200 for estimated transcript costs.	-390.00
05/10/01 Applied from Retainer to fee charges	-8,207.10
05/10/01 Applied from Retainer to cost charges	-1,767.90
04/18/03 Refund check #03526 from Nevada Supreme Ct.	-250.00
01/14/04 Data entry error on 12/18/03 by FF. Should have been entered in TORT	-70.00
Total Payments and Credits	\$-39,489.89
SUMMARY OF ACCOUNT	
Balance Forward	\$ 0.00
Total New Charges	59,882.43
Payments and Credits	-39,489.89
TOTAL BALANCE DUE *** Plus Retainer Due Below ***	\$102,601.45

Retainer Account

Retainer Balance Forward	\$ 0.00
08/22/00 Wire Transfer from Norway.	2,500.00
09/10/00 Applied from Retainer to fee charges	-2,396.00
09/10/00 Applied from Retainer to cost charges	-90.00
09/10/00 Applied from Retainer to tax charges	-14.00
12/27/00 Wire transfer from Norway (100,000 Kroners)	10,856.39
01/10/01 Applied from Retainer to fee charges	-9,537.73
01/10/01 Applied from Retainer to cost charges	-1,318.66
05/10/01 Wire Transfer from Den Norske Bank, Oslo, Norway.	9,975.00

Page three
November 13, 2007
Ms. Cisilie Anne Vaile Porsboll
Vaile v. Vaile, Robert

05/10/01	Applied from Retainer to fee charges	-8,207.10
05/10/01	Applied from Retainer to cost charges	<u>-1,767.90</u>

New Retainer Account Balance	\$ 0.00
------------------------------	---------

Trust Account

Beginning Trust Balance	\$ 0.00
-------------------------	---------

08/22/00	Wire Transfer from Norway.	2,500.00
10/02/00	Paid to Gregoty & Bradshaw, P.C.: Texas Counsel	-503.50
11/01/00	Payment for legal services from Gregory & Bradshaw, P.C. (Texas Counsel)	-1,508.00
11/10/00	Release of security deposit to pay on balance.	<u>-488.50</u>

Ending Trust Balance	\$ 0.00
----------------------	---------

PREBILL FOR FILE 00-050.POST PREPARED 11/13/07 FOR ACTIVITY FROM 09/01/07 THROUGH 11/13/07

Ms. Cisilie Anne Vaile Porsboll
Nordassloyfa 29A
1251 Oslo
Norway

RE: Vaile v. Vaile, Robert

Home Telephone: (011) 472-2617 153
Business Telephone: (011) 472-2579 350

Originating Attorney: MSW

Hourly Rate using Rate Schedule 13. Statement Format 1
A markup of 4.0000% will be added to fees billed
Simple interest at APR of 18.00% will be charged on amounts past due 30 days
Retainer Funds will be applied against all charges

File Opened 08/07/00. Last Billed 11/09/07 for Activity through 11/09/07
Last Payment: 05/10/01 - \$9975.00

Previous Balance Due \$112,576.45

Unpaid Balance Forward \$112,576.45

Ref#	Date	Atty	Description	Hours	Rate	Amount
179185	11/09/07	LF	Revised calculations and motion for filing with court.	1.60	110	176.00
179186	11/09/07	LF	Made call to District Attorney letf message, drafted fax to District Attorney as followup.	0.40	110	44.00

Summary of Services

LF Leonard Fowler III 2.00 hr @ 110.00 \$ 220.00

Total Professional Services 2.00 \$ 220.00

4% Cost charge 8.80

Total Including Costs Charge \$ 228.80

Interest Charge

Late Charge on past due balance of \$55,053.72 \$ 108.60

Percentage Rate: 18.00 percent

Days in Billing Cycle: 4

TOTAL NEW CHARGES

\$ 337.40

SUMMARY OF ACCOUNT

Balance Forward	\$112,576.45
Total New Charges	337.40
Payments and Credits	<u>0.00</u>

TOTAL BALANCE DUE *** Plus Retainer Due Below *** \$112,913.85

Aged Balance	Current	Over 30	Over 60	Over 90	Total
Fees	363.00	1375.00	0.00	51454.62	53192.62
Costs	0.00	0.00	0.00	2224.10	2224.10
4% Costs	14.52	55.00	0.00	2450.18	2519.70
Interest	<u>923.09</u>	<u>794.15</u>	<u>820.62</u>	<u>52439.57</u>	<u>54977.43</u>
TOTAL	1300.61	2224.15	820.62	108568.47	112913.85

Total Hours to Date	523.45
Total Fees Case to Date	\$ 87,610.00
Total Costs Case to Date	\$ 6,311.91
Total 4% Costs to Date	\$ 3,504.40
Total Interest Case to Date	\$ 54,977.43
Total Payments Case to Date	\$ 38,779.89
Total Credits Case to Date	\$ 710.00

LATE CHARGE WILL BE CHARGED ON PAST DUE AMOUNTS AT
THE RATE OF 18.00 PERCENT

FILED

JAN 15 9 13 AM '08


CLERK OF COURT

1 **ORDER**
2 WILICK LAW GROUP
3 MARSHAL S. WILICK, ESQ.
4 Nevada Bar No. 002515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 (702) 438-4100
8 Attorneys for Defendant

9
10 **DISTRICT COURT**
11 **FAMILY DIVISION**
12 **CLARK COUNTY, NEVADA**

13 ROBERT SCOTLUND VAILE,

14 Plaintiff,

15 vs.

16 CISILIE A. PORSBOL, fna CISILIE A. VAILE,

17 Defendant.

CASE NO: 98D230385D
DEPT. NO: 1

DATE OF HEARING: 01/15/08
TIME OF HEARING: 9:00 a.m.

18 **ORDER**

19 This matter came before the Hon. Cheryl B. Moss, at the date and time above, on Defendant's
20 *Motion to Reduce Arrears in Child Support to Judgment, to Establish a Sum Certain Due Each*
21 *Month in Child Support, and for Attorney's Fees and Costs.* Plaintiff, Robert Scotlund Vaile, was
22 not present. Defendant, Cisilie A. Porsbol, was not present, but was represented by her attorneys, the
23 WILICK LAW GROUP.

24 **FINDINGS:**

- 25 1. There was no Opposition filed.
26 2. Mr. Vaile has not moved for a reduction in child support in any jurisdiction.
27 3. This Court has continuing jurisdiction over the subject matter of this case.
28 4. Mr. Vaile established the current \$1,300 of child support due each month.

- 1 5. The Federal District Court for the District of Nevada found that Mr. Vaile was in arrears in
2 child support as of February, 2006, in the amount of \$138,500.
3 6. Mr. Vaile has continued to incur arrearages, interest, and penalties on this amount equalling
4 a total due as of the date of hearing of \$226,661.23.
5 7. Mr. Vaile's refusal to pay child support to his children has forced the Defendant to return to
6 Court to have the amount reduced to judgment.

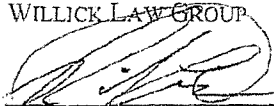
7 ORDERS:

- 8 1. Mr. Vaile is to pay \$1,300 per month in child support for his two minor children.
9 2. Arrearages in the amount of \$226,569.23 are immediately reduced to judgment and
10 collectible by all lawful means.
11 3. Mr. Vaile is to pay Cisilie's reasonable attorney fees for having to bring this action to the
12 Court. As such, the amount of 5100⁰⁰ is immediately reduced to judgment and is collectible
13 by all lawful means.
14
15
16
17

CHERYL B. MOSS
DISTRICT COURT JUDGE

18 Submitted by:

19 WILICK LAW GROUP

20 
21 MARSHAL S. WILICK, ESQ.
22 Nevada Bar No. 002515
23 RICHARD L. CRANE, ESQ.
24 Nevada Bar No. 009536
25 3591 East Bonanza Road, Suite 200
26 Las Vegas, Nevada 89110-2101
27 (702) 438-4100
28 Attorneys for Defendant

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CLERK OF COURT

JAN 15 9 26 AM '08

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

1 **NOTJ**
2 **WILICK LAW GROUP**
3 **MARSHAL S. WILICK, ESQ.**
4 Nevada Bar No. 002515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 (702) 438-4100
8 Attorneys for Defendant

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CLERK

9
10 **DISTRICT COURT**
11 **FAMILY DIVISION**
12 **CLARK COUNTY, NEVADA**

13 **ROBERT SCOTLUND VAILE,**

14 Plaintiff,

15 vs.

16 **CISILIE A. PORSBOL, fna CISILIE A. VAILE,**

17 Defendant.

CASE NO: 98D230385D
DEPT. NO: 1

DATE OF HEARING: 01/15/2008
TIME OF HEARING: 9:00 A.M.


18 **NOTICE OF ENTRY OF ORDER**

19 **TO: ROBERT SCOTLUND VAILE, Plaintiff, In Proper Person.**

20 **PLEASE TAKE NOTICE** that the *Order* for the hearing held January 15, 2008, and filed
21 January 15, 2008, in the above Court was duly entered on January 15th, 2008, by filing with the
22 Clerk, and the attached is a true and correct copy thereof.

23 **DATED** this 15th day of January, 2008.

24 **WILICK LAW GROUP**

25 
26 **MARSHAL S. WILICK, ESQ.**

27 Nevada Bar No. 002515

28 **RICHARD L. CRANE, ESQ.**

Nevada Bar No. 009536

3591 East Bonanza Road, Suite 200

Las Vegas, Nevada 89110-2101

CERTIFICATE OF MAILING

I hereby certify that service of the foregoing *Notice of Entry of Order* was made on the 15th day of January, 2008, pursuant to NRCP 5(b), by depositing a copy of same in the United States Mail in Las Vegas, Nevada, postage prepaid, addressed as follows:

Mr. Robert Scotlund Vaile
P.O. Box 727
Kenwood, California 95452

and

1435 Adobe Canyon Road
Kenwood, California 95452
Plaintiff in Proper Person


Employee of the Willick Law Group

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JAN 15 9 13 AM '08

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CLERK COURT

1 **ORDER**

2 WILICK LAW GROUP
3 MARSHAL S. WILICK, ESQ.
4 Nevada Bar No. 002515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 (702) 438-4100
8 Attorneys for Defendant

9
10 **DISTRICT COURT**
11 **FAMILY DIVISION**
12 **CLARK COUNTY, NEVADA**

13 ROBERT SCOTLUND VAILE,

14 Plaintiff,

15 vs.

16 CISILIE A. PORSBOL, fna CISILIE A. VAILE,

17 Defendant.

CASE NO: 98D230385D
DEPT. NO: I

DATE OF HEARING: 01/15/08
TIME OF HEARING: 9:00 a.m.

18 **ORDER**

19 This matter came before the Hon. Cheryl B. Moss, at the date and time above, on Defendant's
20 *Motion to Reduce Arrears in Child Support to Judgment, to Establish a Sum Certain Due Each*
21 *Month in Child Support, and for Attorney's Fees and Costs.* Plaintiff, Robert Scotlund Vaile, was
22 not present. Defendant, Cisilie A. Porsbol, was not present, but was represented by her attorneys, the
23 WILICK LAW GROUP.

24 **FINDINGS:**

- 25 1. There was no Opposition filed.
26 2. Mr. Vaile has not moved for a reduction in child support in any jurisdiction.
27 3. This Court has continuing jurisdiction over the subject matter of this case.
28 4. Mr. Vaile established the current \$1,300 of child support due each month.

1 5. The Federal District Court for the District of Nevada found that Mr. Vaile was in arrears in
2 child support as of February, 2006, in the amount of \$138,500.

3 6. Mr. Vaile has continued to incur arrearages, interest, and penalties on this amount equalling
4 a total due as of the date of hearing of \$226,661.23.

5 7. Mr. Vaile's refusal to pay child support to his children has forced the Defendant to return to
6 Court to have the amount reduced to judgment.

7 ORDERS:

8 1. Mr. Vaile is to pay \$1,300 per month in child support for his two minor children.


9 2. Arrearages in the amount of \$226,569.23 are immediately reduced to judgment and
10 collectible by all lawful means.

11 3. Mr. Vaile is to pay Cisilie's reasonable attorney fees for having to bring this action to the
12 Court. As such, the amount of 5100⁰⁰ is immediately reduced to judgment and is collectible
13 by all lawful means.

14
15
16 CHERYLE MOSS
17 DISTRICT COURT JUDGE

18 Submitted by:

19 WILICK LAW GROUP

20 
21 MARSHAL S. WILICK, ESQ.
22 Nevada Bar No. 002515
23 RICHARD L. CRANE, ESQ.
24 Nevada Bar No. 009536
25 3591 East Bonanza Road, Suite 200
26 Las Vegas, Nevada 89110-2101
27 (702) 438-4100
28 Attorneys for Defendant

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CLERK OF COURT

JAN 15 9 26 AM '08

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TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

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JAN 16 11 15 AM '08

CLERK OF COURT

SUPP
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ROBERT SCOTLUND VAILE,

Plaintiff,

vs.

CISILIE A. PORSBOL, fna CISILIE A. VAILE,

Defendant.

CASE NO: 98D230385D
DEPT. NO: 1


DATE OF HEARING: 01/15/2008
TIME OF HEARING: 9:00 A.M.

**SUPPLEMENT TO DEFENDANT'S MOTION TO REDUCE
ARREARS IN CHILD SUPPORT TO JUDGMENT, TO ESTABLISH A
SUM CERTAIN DUE EACH MONTH IN CHILD SUPPORT, AND
FOR ATTORNEY'S FEES AND COSTS**

Defendant, Cisilie A. Porsbol, by and through her attorneys, the WILLICK LAW GROUP,
hereby submits her Arrearage Calculation Summary work sheet in support of the Defendant's *Motion*
already on file with the Court, and as direct by the Court at the hearing held January 15, 2008.

DATED this 15th day of January, 2008.

Respectfully Submitted by:
WILLICK LAW GROUP


MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
RICHARD L. CRANE, ESQ.
Nevada Bar No. 009536
3591 East Bonanza Road, Suite 200
Las Vegas, Nevada 89110-2101
(702) 438-4100

WILLICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

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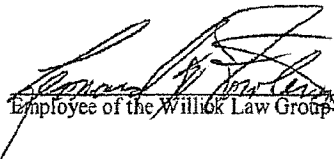
CERTIFICATE OF MAILING

I hereby certify that service of the foregoing *Supplement to Defendant Motion* was made on:
the 16th day of January, 2008, pursuant to NRCP 5(b), by depositing a copy of same in the
United States Mail in Las Vegas, Nevada, postage prepaid, addressed as follows:

Mr. Robert Scotlund Vaile
P.O. Box 727
Kenwood, California 95452

and

1435 Adobe Canyon Road
Kenwood, California 95452
Plaintiff in Proper Person


Employee of the Willick Law Group

Arrearage Calculation Summary
Valie

Page: 1

Report Date: 01/14/2008

Summary of Amounts Due

Total Principal Due 01/15/2008: \$166995.46
Total Interest Due 01/15/2008: \$29868.20
Total Penalty Due 01/15/2008: \$29705.57
Amount Due if paid on 01/15/2008: \$226569.23
Amount Due if paid on 01/16/2008: \$226661.62
Daily Amount accruing as of 01/16/2008: \$92.39

Accumulated Arrearage and Interest Table

Date Due	Amount Due	Date Received	Amount Received	Accum. Arrearage	Accum. Interest
02/01/2006	*138500.00	02/01/2006	0.00	138500.00	0.00
03/01/2006	*1300.00	03/01/2006	0.00	139800.00	982.78
04/01/2006	*1300.00	04/01/2006	0.00	141100.00	2081.07
05/01/2006	*1300.00	05/01/2006	0.00	142400.00	3153.81
06/01/2006	*1300.00	06/01/2006	0.00	143700.00	4272.53
07/01/2006	*1300.00	07/01/2006	0.00	145000.00	5365.05
07/03/2006	*0.00	07/03/2006	468.18	144531.82	5446.48
07/18/2006	*0.00	07/18/2006	468.18	144063.64	6055.30
08/01/2006	*1300.00	08/01/2006	0.00	145363.64	6621.69
08/02/2006	*0.00	08/02/2006	468.18	144895.46	6662.51
09/01/2006	*1300.00	09/01/2006	0.00	146195.46	7883.20
10/01/2006	*1300.00	10/01/2006	0.00	147495.46	9114.85
11/01/2006	*1300.00	11/01/2006	0.00	148795.46	10398.87
12/01/2006	*1300.00	12/01/2006	0.00	150095.46	11652.42
01/01/2007	*1300.00	01/01/2007	0.00	151395.46	12959.07
02/01/2007	*1300.00	02/01/2007	0.00	152695.46	14277.04
03/01/2007	*1300.00	03/01/2007	0.00	153995.46	15477.69
04/01/2007	*1300.00	04/01/2007	0.00	155295.46	16818.29
05/01/2007	*1300.00	05/01/2007	0.00	156595.46	18126.60
06/01/2007	*1300.00	06/01/2007	0.00	157895.46	19489.84
07/01/2007	*1300.00	07/01/2007	0.00	159195.46	20820.06
08/01/2007	*1300.00	08/01/2007	0.00	160495.46	22205.93
09/01/2007	*1300.00	09/01/2007	0.00	161795.46	23603.12
10/01/2007	*1300.00	10/01/2007	0.00	163095.46	24966.19
11/01/2007	*1300.00	11/01/2007	0.00	164395.46	26386.02
12/01/2007	*1300.00	12/01/2007	0.00	165695.46	27770.99
01/01/2008	*1300.00	01/01/2008	0.00	166995.46	29213.45
01/15/2008	0.00	01/15/2008	0.00	166995.46	29868.20
Totals	168400.00		1404.54	166995.46	29868.20

* Indicates a payment due is designated as child support.

EXHIBIT A

Child Support Penalty Table

Date Due	Amount Due	Accum. Child Sup. Arrearage	Accum. Penalty
02/01/2006	*138500.00	138500.00	0.00
03/01/2006	*1300.00	139800.00	1062.46
04/01/2006	*1300.00	141100.00	2249.80
05/01/2006	*1300.00	142400.00	3409.53
06/01/2006	*1300.00	143700.00	4618.95
07/01/2006	*1300.00	145000.00	5800.05
07/03/2006	*0.00	144531.82	5879.50
07/18/2006	*0.00	144063.64	6473.47
08/01/2006	*1300.00	145363.64	7026.04
08/02/2006	*0.00	144895.45	7065.87
09/01/2006	*1300.00	146195.45	8256.79
10/01/2006	*1300.00	147495.45	9458.39
11/01/2006	*1300.00	148795.45	10711.10
12/01/2006	*1300.00	150095.45	11934.07
01/01/2007	*1300.00	151395.45	13208.86
02/01/2007	*1300.00	152695.45	14494.68
03/01/2007	*1300.00	153995.45	15666.04
04/01/2007	*1300.00	155295.45	16973.95
05/01/2007	*1300.00	156595.45	18250.35
06/01/2007	*1300.00	157895.45	19580.34
07/01/2007	*1300.00	159195.45	20878.11
08/01/2007	*1300.00	160495.45	22230.18
09/01/2007	*1300.00	161795.45	23593.29
10/01/2007	*1300.00	163095.45	24923.12
11/01/2007	*1300.00	164395.45	26308.31
12/01/2007	*1300.00	165695.45	27659.51
01/01/2008	*1300.00	166995.45	29066.79
01/15/2008	0.00	166995.45	29705.57
Totals	168400.00	166995.45	29705.57

* Indicates a payment due is designated as child support.

Notes: Payments are applied to oldest unpaid balance.
Interest and penalties are calculated using number of days past due.
Payments apply to principal amounts only.
Interest is not compounded, but accrued only.
Penalties calculated on past due child support amounts per NRS 125B.095.

Interest Rates Used by Program:

7.00% from Jan 1960 to Jun 1979	8.00% from Jul 1979 to Jun 1981
12.00% from Jul 1981 to Jun 1987	10.25% from Jul 1987 to Dec 1987
10.75% from Jan 1988 to Jun 1988	11.00% from Jul 1988 to Dec 1988
12.50% from Jan 1989 to Jun 1989	13.00% from Jul 1989 to Dec 1989
12.50% from Jan 1990 to Jun 1990	12.00% from Jul 1990 to Jun 1991
10.50% from Jul 1991 to Dec 1991	8.50% from Jan 1992 to Dec 1992
8.00% from Jan 1993 to Jun 1994	9.25% from Jul 1994 to Dec 1994
10.50% from Jan 1995 to Jun 1995	11.00% from Jul 1995 to Dec 1995
10.50% from Jan 1996 to Jun 1996	10.25% from Jul 1996 to Jun 1997
10.50% from Jul 1997 to Dec 1998	9.75% from Jan 1999 to Dec 1999
10.25% from Jan 2000 to Jun 2000	11.50% from Jul 2000 to Jun 2001
8.75% from Jul 2001 to Dec 2001	6.75% from Jan 2002 to Dec 2002
6.25% from Jan 2003 to Jun 2003	6.00% from Jul 2003 to Jun 2004
6.25% from Jul 2004 to Dec 2004	7.25% from Jan 2005 to Jun 2005
8.25% from Jul 2005 to Dec 2005	9.25% from Jan 2006 to Jun 2006
10.25% from Jul 2006 to Jun 2008	

Report created by:

Marshal Law version 3.0

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Licensed to:

Willick Law Group

3551 East Bonanza Road, Suite #101

Las Vegas, Nevada 89110

www.willicklawgroup.com

* End Of Report *

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Mar 20 8 49 AM '08

CLERK OF THE COURT

REQT
WILLOCK LAW GROUP
MARSHAL S. WILLOCK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ROBERT SCOTLUND VAILE,

Plaintiff,

vs.

CISILIE A. PORSBOLL, FNA CISILIE A. VAILE,

Defendant.

CASE NO: 98D230385D
DEPT. NO: 1

DATE OF HEARING: 03/03/2008
TIME OF HEARING: 09:30 A.M.

ORDER
AMENDING THE ORDER OF JANUARY 15, 2008

This matter having come before the Court on Plaintiff's *Motion to Set Aside Order of January 15, 2008, and to Reconsider and Rehear the Matter, and Motion to Reopen Discovery, and Motion To Stay Enforcement Of The January 15, 2008 Order*, and Defendant's *Opposition and Countermotion For Fees and Sanctions Under EDCR 7.60*, Defendant and Plaintiff having been duly noticed, and the Court having read the papers and pleadings on file herein by counsel and being fully advised, and for good cause shown:

FINDS AND CONCLUDES:

1. The Court had personal jurisdiction and subject matter jurisdiction over the original child support order, and has jurisdiction to state the child support due as a sum certain amount as required by state law.

RECEIVED
MAR 10 2008
DISTRICT COURT
DEPT. 1

DISPOSITIONS

- ☐ Converted from
- ☐ Blackstone
- ☐ Involuntary
- ☐ Dismissal 2.2
- ☐ Transferred
- ☐ Voluntary
- ☐ Dismissal 2.3
- ☐ Decision w/out
- ☒ Trial/Hearing
- ☐ Decision w/2 1/2
- ☐ Hearing
- ☐ Decision w/
- ☐ Trial/Evidentiary
- ☐ Hearing
- ☐ Guardianship
- ☐ Death
- ☐ Age of Majority
- ☐ Responder's
- ☐ Competency
- ☐ Other
- ☐ Terminating &
- ☐ Guardianship
- ☐ Final Acct.

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- 1 2. The parties were divorced as of August, 1998.
- 2 3. Statutory and case law regulating child custody and visitation do not have an impact
- 3 on the issue before the court. As to the original child support provisions Scotlund
- 4 had caused to be drafted and filed in the original divorce, the mixing of custody and
- 5 visitation with child support is against public policy, and the court does not have
- 6 jurisdiction over custody or visitation.
- 7 4. The *Decree of Divorce* required Scotlund to pay child support on a monthly basis to
- 8 Cisilie; Scotlund himself determined the sum due to be \$1,300 per month, and
- 9 apparently paid that sum, per his determination, for an extended period of time after
- 10 the parties divorced prior to the child abduction.¹
- 11 5. Scotlund's child support obligation *should* have been set at 25% of his gross income,
- 12 pursuant to 125B.070 as it read at the time of the parties' divorce in 1998; the fact
- 13 that Scotlund submitted himself to the jurisdiction of the Court for purposes of being
- 14 obligated to pay child support does not bind the Court, or the State of Nevada, to
- 15 accept his erroneous methodology of calculating that child support.
- 16 6. Scotlund has never provided the Court with an Affidavit of Financial Condition.
- 17 7. No order altering the \$1,300 per month child support obligation has ever been
- 18 entered by any court of competent jurisdiction.
- 19 8. Since entry of the original *Decree*, Nevada law has been clarified to require court
- 20 orders to express child support due as a dollar sum certain due each month.
- 21 9. Neither of the parties are living in Nevada. Cisilie and the children are residents of
- 22 Norway, and Scotlund now lives in California.
- 23 10. The Nevada Supreme Court found that the District Court of this State has jurisdiction
- 24 to order and collect child support; the Court continues to maintain jurisdiction to
- 25 enforce its support order under UIFSA.
- 26
- 27
- 28

¹ Scotlund paid this amount for approximately two years before he kidnapped the children from their home in Norway.

- 1 2. The parties were divorced as of August, 1998.
- 2 3. Statutory and case law regulating child custody and visitation do not have an impact
- 3 on the issue before the court. As to the original child support provisions Scotlund
- 4 had caused to be drafted and filed in the original divorce, the mixing of custody and
- 5 visitation with child support is against public policy, and the court does not have
- 6 jurisdiction over custody or visitation.
- 7 4. The *Decree of Divorce* required Scotlund to pay child support on a monthly basis to
- 8 Cisilie; Scotlund himself determined the sum due to be \$1,300 per month, and
- 9 apparently paid that sum, per his determination, for an extended period of time after
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- 11 5. Scotlund's child support obligation *should* have been set at 25% of his gross income,
- 12 pursuant to 125B.070 as it read at the time of the parties' divorce in 1998; the fact
- 13 that Scotlund submitted himself to the jurisdiction of the Court for purposes of being
- 14 obligated to pay child support does not bind the Court, or the State of Nevada, to
- 15 accept his erroneous methodology of calculating that child support.
- 16 6. Scotlund has never provided the Court with an Affidavit of Financial Condition.
- 17 7. No order altering the \$1,300 per month child support obligation has ever been
- 18 entered by any court of competent jurisdiction.
- 19 8. Since entry of the original *Decree*, Nevada law has been clarified to require court
- 20 orders to express child support due as a dollar sum certain due each month.
- 21 9. Neither of the parties are living in Nevada. Cisilie and the children are residents of
- 22 Norway, and Scotlund now lives in California.
- 23 10. The Nevada Supreme Court found that the District Court of this State has jurisdiction
- 24 to order and collect child support; the Court continues to maintain jurisdiction to
- 25 enforce its support order under UIFSA.

26

27

28 ¹ Scotlund paid this amount for approximately two years before he kidnapped the children from their home in
Norway.

- 1 11. Under UIFSA, if both parties are outside the State of Nevada, each party would be
2 required to seek a modification by way of registering the Nevada support order where
3 the other party lived, and seeking a modification there. This has not, apparently, ever
4 been done, although the record indicates that Norway is independently attempting to
5 seek support for the children, who are located there. Nevada does not have
6 jurisdiction at this time to entertain a motion to modify the existing support order, but
7 the Court has inherent authority both to enforce its orders, and to clarify its prior
8 orders, as required by statute.
- 9 12. On February 27, 2006, the matter came before the United States District Court,
10 District of Nevada, and on March 13, 2006, that Court issued its *Findings of Fact*
11 and *Conclusions of Law and Decision*, and *Judgment*, in the course of that litigation
12 calculating the sum due to Cisilie in arrears in child support payments, including
13 interest and penalties as of February, 2006, of \$138,500.
- 14 13. That calculation is not binding on this Court, which *could* recalculate support based
15 on the 1998 presumptive maximum of \$1,000 per month. The Court also *could* find
16 that the parties had agreed to exceed the cap based on the uncontroverted statement
17 that Scotlund was earning in excess of a six figure income at that time, and acted in
18 partial performance of that agreement for a period of years by his offering, and her
19 accepting, of the \$1,300 per month payments. The Court chooses the latter and, since
20 all calculations performed by the federal court, and previously by this Court, were
21 based on that number, the prior calculations remain correct.
- 22 14. Scotlund has refused to provide support for his children for a period of several years.
- 23 15. Under NRS 201.020(2)(a), a person who knowingly fails to provide for support of
24 his child is guilty of a category C felony and is to be punished as provided in NRS
25 193.130 if his arrearages for nonpayment of the child support total \$10,000 or more
26 and have accrued over any period since the date that a court first ordered the
27 defendant to provide for such support.
- 28

- 1 16. Under any conceivable calculation methodology, Scotlund's child support arrearages
2 have exceeded the criminal prosecution threshold many times over.
3 17. The sums found as a matter of fact to be due and unpaid in the *Judgment* issued by
4 the United States District Court have continued to increase, and to accrue interest and
5 penalties and have grown to an overall arrearage of \$226,569.23 as of January 15,
6 2008.
7 18. While the Court finds Scotlund's filings in this action for this hearing unpersuasive,
8 they have not been so utterly frivolous or clearly intended solely to harass that a
9 *Goad* order would be appropriate at this juncture.

10 Based upon the above findings this Court,

11
12 **IT IS HEREBY ORDERED:**

- 13 1. Scotlund is in arrears in child support, inclusive of interest and penalties, of
14 \$226,569.23 as of January 15, 2008, the entirety of which is reduced to judgment and
15 ordered collectable by all lawful means.
16 2. Child support shall continue to be due in the sum certain dollar amount of \$1,300 per
17 month, until the emancipation of the children or further order of a court of competent
18 jurisdiction modifying this child support order.
19 3. Scotlund's arrears are in excess of the threshold set out in NRS 201.020(2), and he
20 is subject to criminal prosecution accordingly.
21 4. The Court's *Order* of January 15, 2008, is set aside, the orders and finding of this
22 order are substituted therefor.²
23 5. *Motion to Dismiss* is DENIED.
24 6. *Motion to Reopen Discovery* is DENIED.
25 7. *Motion for Insufficiency of Process, and/or Insufficiency of Service of Process* is
26 DENIED.
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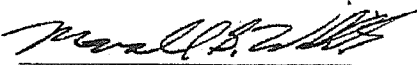
² The prior *Order* is attached as Exhibit A.

- 1 8. *Motion to Stay Case* is DENIED.
- 2 9. *Motion for Prohibition on Subsequent Filings and To Declare This Case Closed* is
- 3 not granted at this time, although this *Order* does constitute the final order in these
- 4 proceedings, and this case can be and is re-closed accordingly.
- 5 10. Cisilie was awarded the sum of \$5,100 in and for attorney's fees for the hearing held
- 6 January 15, 2008. That order has been set aside, however; under NRS 18.010, NRS
- 7 125B.140(c)(2), and EDCR 7.60, and because a child support arrearage has been
- 8 found to exist, Cisilie is awarded and Scotlund is ordered to pay forthwith the sum
- 9 of \$10,000 in and for attorney's fees and costs, which sum is reduced to judgment as
- 10 of March 3, 2008, and is collectable by all lawful means.

11 DATED this 17 day of March, 2008.

12 
13 DISTRICT COURT JUDGE VR

14 Submitted by:
15 WILICK LAW GROUP

16 
17 MARSHAL S. WILICK, ESQ.
18 Nevada Bar No. 002515
19 RICHARD L. CRANE, ESQ.
20 Nevada Bar No. 009536
21 3591 East Bonanza Road, Suite 200
22 Las Vegas, Nevada 89110-2101
23 Attorneys for Defendant
24 (702) 438-4100

25 P:\wp12\VAILEJ.F002 WPD

EXHIBIT A

FILED

JAN 15 9 13 AM '08

Cheryl B. Moss
CLERK OF COURT

ORDER

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(702) 438-4100
Attorneys for Defendant

**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

ROBERT SCOTLUND VAILE,

Plaintiff,

vs.

CISILIE A. PORSBOL, fna CISILIE A. VAILE,

Defendant.

CASE NO: 98D230385D
DEPT. NO: 1

DATE OF HEARING: 01/15/08
TIME OF HEARING: 9:00 a.m.

ORDER

This matter came before the Hon. Cheryl B. Moss, at the date and time above, on Defendant's Motion to Reduce Arrears in Child Support to Judgment, to Establish a Sum Certain Due Each Month in Child Support, and for Attorney's Fees and Costs. Plaintiff, Robert Scotlund Vaile, was not present. Defendant, Cisilie A. Porsbol, was not present, but was represented by her attorneys, the WILICK LAW GROUP.

FINDINGS:

1. There was no Opposition filed.
2. Mr. Vaile has not moved for a reduction in child support in any jurisdiction.
3. This Court has continuing jurisdiction over the subject matter of this case.
4. Mr. Vaile established the current \$1,300 of child support due each month.

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1 5. The Federal District Court for the District of Nevada found that Mr. Vaile was in arrears in
2 child support as of February, 2006, in the amount of \$138,500.

3 6. Mr. Vaile has continued to incur arrearages, interest, and penalties on this amount equalling
4 a total due as of the date of hearing of \$226,661.23.

5 7. Mr. Vaile's refusal to pay child support to his children has forced the Defendant to return to
6 Court to have the amount reduced to judgment.

7 ORDERS:

8 1. Mr. Vaile is to pay \$1,300 per month in child support for his two minor children.

9 2. Arrearages in the amount of \$226,569.23 are immediately reduced to judgment and
10 collectible by all lawful means.

11 3. Mr. Vaile is to pay Cisilie's reasonable attorney fees for having to bring this action to the
12 Court. As such, the amount of 500⁰⁰ is immediately reduced to judgment and is collectible
13 by all lawful means.

14
15
16 CHERYL B. MOSE
17 DISTRICT COURT JUDGE

18 Submitted by:

19 WILICK LAW GROUP

20 

21 MARSHAL S. WILICK, ESQ.

Nevada Bar No. 002515

22 RICHARD L. CRANE, ESQ.

Nevada Bar No. 009536

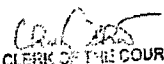
23 3591 East Bonanza Road, Suite 200

Las Vegas, Nevada 89110-2101

24 (702) 438-4100

Attorneys for Defendant

25
26 P:\wp131\VAILE\01\00715.WPD

27 
CLERK OF THE COURT

28 JAN 15 9 26 AM '08

WILICK LAW GROUP
3591 East Bonanza Road
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CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

FILED

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Carla Moss
CLERK OF COURT

ORDER

WILICK LAW GROUP
MARSHAL S. WILICK, ESQ.
Nevada Bar No. 002515
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(702) 438-4100
Attorneys for Defendant

**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

ROBERT SCOTLUND VAILE,

Plaintiff,

vs.

CISILIE A. PORSBOL, fna CISILIE A. VAILE,

Defendant.

CASE NO: 98D230385D
DEPT. NO: 1

DATE OF HEARING: 01/15/08
TIME OF HEARING: 9:00 a.m.

ORDER

This matter came before the Hon. Cheryl B. Moss, at the date and time above, on Defendant's *Motion to Reduce Arrears in Child Support to Judgment, to Establish a Sum Certain Due Each Month in Child Support, and for Attorney's Fees and Costs.* Plaintiff, Robert Scotlund Vaile, was not present. Defendant, Cisilie A. Porsbol, was not present, but was represented by her attorneys, the WILICK LAW GROUP.

FINDINGS:

1. There was no Opposition filed.
2. Mr. Vaile has not moved for a reduction in child support in any jurisdiction.
3. This Court has continuing jurisdiction over the subject matter of this case.
4. Mr. Vaile established the current \$1,300 of child support due each month.

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1 NEO
2 WILICK LAW GROUP
3 MARSHAL S. WILICK, ESQ.
4 Nevada Bar No. 002515
5 3551 E. Bonanza Road, Suite 101
6 Las Vegas, NV 89110-2198
7 (702) 438-4100
8 Attorneys for Defendant

FILED

MAR 25 10 21 AM '08


CLERK OF THE COURT

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ROBERT SCOTLUND VAILE,
Plaintiff,

vs.

CISILIE A. PORSBOLL, FNA CISILIE A. VAILE,
Defendant.

CASE NO: 98-D-230385-D
DEPT. NO: 1

DATE OF HEARING: 03/03/2008
TIME OF HEARING: 9:30 A.M.

NOTICE OF ENTRY OF ORDER

TO: ROBERT SCOTLUND VAILE, Plaintiff, In Proper Person.

PLEASE TAKE NOTICE that the *Order Amending the Order of January 15, 2008*, was
duly entered on March 24, 2008, by filing with the Clerk, and the attached is a true and correct copy
thereof.

DATED this 23rd day of March, 2008.

WILICK LAW GROUP



MARSHAL S. WILICK, ESQ.
Nevada Bar No. 002515
RICHARD L. CRANE, ESQ.
Nevada Bar No. 009536
3591 East Bonanza Road, Suite 200
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Attorneys for Defendant

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CERTIFICATE OF MAILING

I hereby certify that service of the foregoing *Notice of Entry of Order* was made on the ____
day of 25th, March 2008, pursuant to NRCP 5(b), by depositing a copy of same in the United States
Mail in Las Vegas, Nevada, postage prepaid, addressed as follows:

Mr. Robert Scotlund Vaile
P.O. Box 727
Kenwood, California 95452

Mr. Robert Scotlund Vaile
1435 Adobe Canyon Road
Kenwood, California 95452



Employee of the WILLICK LAW GROUP

P:\WP9\vaile\LF0028\WPD

1 REQT
2 WILICK LAW GROUP
3 MARSHAL S. WILICK, ESQ.
4 Nevada Bar No. 002515
5 3591 E. Bonanza Road, Suite 200
6 Las Vegas, NV 89110-2101
7 (702) 438-4100
8 Attorneys for Defendant

FILED
Mar 20 8 49 AM '08
CLERK OF THE COURT

9
10 DISTRICT COURT
11 FAMILY DIVISION
12 CLARK COUNTY, NEVADA

13 ROBERT SCOTLUND VAILE,

14 Plaintiff,

15 vs.

16 CISILIE A. PORSBOLL, FNA CISILIE A. VAILE,

17 Defendant.

CASE NO: 98D230385D
DEPT. NO: I

DATE OF HEARING: 03/03/2008
TIME OF HEARING: 09:30 A.M.

18 ORDER
19 AMENDING THE ORDER OF JANUARY 15, 2008

20 This matter having come before the Court on Plaintiff's *Motion to Set Aside Order of*
21 *January 15, 2008, and to Reconsider and Rehear the Matter, and Motion to Reopen Discovery, and*
22 *Motion To Stay Enforcement Of The January 15, 2008 Order, and Defendant's Opposition and*
23 *Counter-motion For Fees and Sanctions Under EDCR 7.60, Defendant and Plaintiff having been duly*
24 noticed, and the Court having read the papers and pleadings on file herein by counsel and being fully
25 advised, and for good cause shown:

26 FINDS AND CONCLUDES:

- 27 1. The Court had personal jurisdiction and subject matter jurisdiction over the original
28 child support order, and has jurisdiction to state the child support due as a sum
certain amount as required by state law.

- 1 2. The parties were divorced as of August, 1998.
- 2 3. Statutory and case law regulating child custody and visitation do not have an impact
- 3 on the issue before the court. As to the original child support provisions Scotlund
- 4 had caused to be drafted and filed in the original divorce, the mixing of custody and
- 5 visitation with child support is against public policy, and the court does not have
- 6 jurisdiction over custody or visitation.
- 7 4. The *Decree of Divorce* required Scotlund to pay child support on a monthly basis to
- 8 Cisilie; Scotlund himself determined the sum due to be \$1,300 per month, and
- 9 apparently paid that sum, per his determination, for an extended period of time after
- 10 the parties divorced prior to the child abduction.¹
- 11 5. Scotlund's child support obligation *should* have been set at 25% of his gross income,
- 12 pursuant to 125B.070 as it read at the time of the parties' divorce in 1998; the fact
- 13 that Scotlund submitted himself to the jurisdiction of the Court for purposes of being
- 14 obligated to pay child support does not bind the Court, or the State of Nevada, to
- 15 accept his erroneous methodology of calculating that child support.
- 16 6. Scotlund has never provided the Court with an Affidavit of Financial Condition.
- 17 7. No order altering the \$1,300 per month child support obligation has ever been
- 18 entered by any court of competent jurisdiction.
- 19 8. Since entry of the original *Decree*, Nevada law has been clarified to require court
- 20 orders to express child support due as a dollar sum certain due each month.
- 21 9. Neither of the parties are living in Nevada. Cisilie and the children are residents of
- 22 Norway, and Scotlund now lives in California.
- 23 10. The Nevada Supreme Court found that the District Court of this State has jurisdiction
- 24 to order and collect child support; the Court continues to maintain jurisdiction to
- 25 enforce its support order under UIFSA.

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28 ¹ Scotlund paid this amount for approximately two years before he kidnapped the children from their home in
Norway.

- 1 11. Under UIFSA, if both parties are outside the State of Nevada, each party would be
2 required to seek a modification by way of registering the Nevada support order where
3 the other party lived, and seeking a modification there. This has not, apparently, ever
4 been done, although the record indicates that Norway is independently attempting to
5 seek support for the children, who are located there. Nevada does not have
6 jurisdiction at this time to entertain a motion to modify the existing support order, but
7 the Court has inherent authority both to enforce its orders, and to clarify its prior
8 orders, as required by statute.
- 9 12. On February 27, 2006, the matter came before the United States District Court,
10 District of Nevada, and on March 13, 2006, that Court issued its *Findings of Fact*
11 *and Conclusions of Law and Decision*, and *Judgment*, in the course of that litigation
12 calculating the sum due to Cisilie in arrears in child support payments, including
13 interest and penalties as of February, 2006, of \$138,500.
- 14 13. That calculation is not binding on this Court, which *could* recalculate support based
15 on the 1998 presumptive maximum of \$1,000 per month. The Court also *could* find
16 that the parties had agreed to exceed the cap based on the uncontroverted statement
17 that Scotlund was earning in excess of a six figure income at that time, and acted in
18 partial performance of that agreement for a period of years by his offering, and her
19 accepting, of the \$1,300 per month payments. The Court chooses the latter and, since
20 all calculations performed by the federal court, and previously by this Court, were
21 based on that number, the prior calculations remain correct.
- 22 14. Scotlund has refused to provide support for his children for a period of several years.
- 23 15. Under NRS 201.020(2)(a), a person who knowingly fails to provide for support of
24 his child is guilty of a category C felony and is to be punished as provided in NRS
25 193.130 if his arrearages for nonpayment of the child support total \$10,000 or more
26 and have accrued over any period since the date that a court first ordered the
27 defendant to provide for such support.
- 28

- 1 16. Under any conceivable calculation methodology, Scotlund's child support arrearages
2 have exceeded the criminal prosecution threshold many times over.
- 3 17. The sums found as a matter of fact to be due and unpaid in the *Judgment* issued by
4 the United States District Court have continued to increase, and to accrue interest and
5 penalties and have grown to an overall arrearage of \$226,569.23 as of January 15,
6 2008.
- 7 18. While the Court finds Scotlund's filings in this action for this hearing unpersuasive,
8 they have not been so utterly frivolous or clearly intended solely to harass that a
9 *Good* order would be appropriate at this juncture.

10 Based upon the above findings this Court,

11
12 **IT IS HEREBY ORDERED:**

- 13 1. Scotlund is in arrears in child support, inclusive of interest and penalties, of
14 \$226,569.23 as of January 15, 2008, the entirety of which is reduced to judgment and
15 ordered collectable by all lawful means.
- 16 2. Child support shall continue to be due in the sum certain dollar amount of \$1,300 per
17 month, until the emancipation of the children or further order of a court of competent
18 jurisdiction modifying this child support order.
- 19 3. Scotlund's arrears are in excess of the threshold set out in NRS 201.020(2), and he
20 is subject to criminal prosecution accordingly.
- 21 4. The Court's *Order* of January 15, 2008, is set aside, the orders and finding of this
22 order are substituted therefor.²
- 23 5. *Motion to Dismiss* is DENIED.
- 24 6. *Motion to Reopen Discovery* is DENIED.
- 25 7. *Motion for Insufficiency of Process, and/or Insufficiency of Service of Process* is
26 DENIED.

27
28

² The prior *Order* is attached as Exhibit A.

1 8. *Motion to Stay Case* is DENIED.

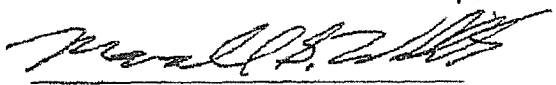
2 9. *Motion for Prohibition on Subsequent Filings and To Declare This Case Closed* is
3 not granted at this time, although this *Order* does constitute the final order in these
4 proceedings, and this case can be and is re-closed accordingly.

5 10. Cisilie was awarded the sum of \$5,100 in and for attorney's fees for the hearing held
6 January 15, 2008. That order has been set aside, however; under NRS 18.010, NRS
7 125B.140(c)(2), and EDCR 7.60, and because a child support arrearage has been
8 found to exist, Cisilie is awarded and Scotlund is ordered to pay forthwith the sum
9 of \$10,000 in and for attorney's fees and costs, which sum is reduced to judgment as
10 of March 3, 2008, and is collectable by all lawful means.

11 DATED this 17 day of March, 2008.

12
13 CHERYL B. MOSS
14 DISTRICT COURT JUDGE

15 Submitted by:
16 WILICK LAW GROUP

17 
18 MARSHAL S. WILICK, ESQ.
19 Nevada Bar No. 002515
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21 Nevada Bar No. 009536
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24 Attorneys for Defendant
25 (702) 438-4100

26 Filed 03/17/08 WPD

(i) *Tax Returns.* No later than thirty (30) days before the date as of which the Basic Child Support Obligation is to be determined, each party shall submit to the other a copy of his or her most recent federal income tax return, and any supporting data that may be reasonably required, and any other data necessary to establish Combined Income under paragraph 2(b) of this Article. Notwithstanding the foregoing, in the event either party remarries and files joint returns with a spouse or in the event that either party was not required to file a federal tax return for the most recent tax year, such party may elect to submit in lieu of the most recent federal tax return, a certified statement of the amount of his or her income determined in accordance with paragraph 2(b) of this Article.

(ii) *Access to Data.* Upon the request of either party, the other party shall make available for examination by the requesting party, all data as shall be reasonably necessary to enable the requesting party to determine the accuracy of the other party's claimed income.

(iv) *Income Tax Audits.* Each party shall furnish notice to the other of any audits which may be conducted in connection with any tax returns which may hereafter be submitted by him or her, and shall also furnish copies of any letter or other instrument received from any taxing authority setting forth the result of such audit. In addition, each party shall inform the other of any material change in the income previously reported to the other by any federal tax return or any certified statement.

3. *Sample Computation.* The sample computation contained in this Article are not material provisions of its execution as between the parties, and neither party is relying upon them or the amounts set forth below in entering into this Agreement. The calculation of the Basic Child Support Obligation in accordance with the aforementioned statutes, which would presumptively result in the correct amount of child support to be awarded, is as follows:

Scotlund's Income = US\$70,000
Cisilie's Income = US\$30,000
2 children = 25% of US\$100,000 = US\$25,000
Scotlund's Pro Rata Share = US\$25,000 * 7/10 = US\$17,500.

5. *Medical Expenses*

(a) *Medical Insurance.* Commencing with the date of execution of this Agreement and terminating upon the earlier of the death of Scotlund or the emancipation of each Child, Scotlund agrees to furnish medical insurance for the benefit of each Child, at his own expense if not provided to him by his employer. Cisilie shall advise Scotlund of the availability and cost of any medical insurance that may be furnished to her for the Children by an employer in order that Scotlund need not duplicate coverage. For uninsured medical or dental expenses, Scotlund shall pay one-half (1/2) of such expenses, provided such expenses are reasonable.

(b) *Insurance Reimbursements.* Cisilie agrees that she will promptly fill out, execute and deliver to Scotlund all forms and provide all information, including copies of bills, in connection with any application he may make for reimbursement of medical or dental expenses under any insurance policy. Similarly, Scotlund agrees that he will promptly fill out, execute and deliver to Cisilie all forms and provide all information, including copies of bills, in connection with any application she may make for reimbursement of medical or dental expenses under any insurance policy. If either party shall have advanced moneys for such expenses that are covered by insurance and for which a recovery is made for insurance claims filed for such expenses, the payment by the insurance carrier shall belong to the party advancing such moneys and any checks or drafts or proceeds thereof from the insurance carrier shall be promptly turned over to the party so advancing such moneys.

(c) *Proof of Compliance.* Scotlund will furnish to Cisilie promptly upon her request documentation and other proof of his compliance with the provisions of this paragraph 5, and Cisilie, in addition, is hereby authorized to obtain direct confirmation of compliance or noncompliance from any insurance carrier or employer.

(d) *Exception for Norwegian Medical Expenses.* Notwithstanding the foregoing, for so long as Cisilie resides with the children in Norway, Cisilie shall be responsible for the Children's medical expenses to the extent such expenses are or may be covered by the government of Norway.

6. *Emancipation.* A child shall be deemed "emancipated" for all purposes of this Agreement upon the first to occur of the following events: (i) the Child's attaining the age of eighteen (18) years and high school completion or attaining the age of nineteen (19); (ii) the Child's marriage; (iii) the Child's death; (iv) the Child's full-time gainful employment excluding vocational and seasonal employment, provided, however, that if the Child shall cease to have full-time employment, then upon that event the Child shall no longer be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (iii) above and (v) - (vii) below; (v) the Child's primary residence away from one of the party's homes other than for attendance at school; (vi) the Child's entry into the Armed Forces of the United States or into the Peace Corps or other similar service, provided, however, that upon discharge from the Armed Forces, Peace Corps or other similar service, the Child shall not be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (v) above; or (vii) any event other than an event defined in (i) - (vi) above that would constitute emancipation under the laws of Nevada.

7. *Statutory Child Support Guidelines.* The parties have been advised of the guidelines for establishing appropriate amounts for child support under Nevada law and that such guidelines may provide for different amounts of child support and a different pattern of allocation than that provided in this Agreement. Each of the parties hereby voluntarily acknowledges that he or she is

capable of providing and willing to provide the amount of support he or she has agreed to provide in this Agreement and agrees that he or she (a) does not intend or desire that such child support guidelines apply to the parties and (b) will not seek modification of this Agreement or the child support arrangement provided herein on the grounds that application of such child support guidelines would result in a judgment or order of child support greater to or less than the arrangement provided herein, and (c) hereby elects that any and all child support formulae and guidelines that have been or hereafter may be enacted in Nevada or in any other state or jurisdiction to which the parties may be subject shall not apply to the parties.

3. *Personal Exemption Deduction.* (a) If for the entire period of any taxable year (i) the Appropriate Child Support Percentage was at least 25%, (ii) Scotlund was the Residential Parent for one of the Children and the Appropriate Child Support Percentage was at least 18% or (iii) Scotlund was the Residential Parent for all unemancipated Children, Scotlund shall be entitled to claim on his federal income tax return for such taxable year any personal exemption deductions allowed for both Children as a dependent pursuant to the provisions of Section 151 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and he shall also be entitled to claim any similar exemptions or deductions allowed by the income tax laws of the state or states in which he shall at the time reside for tax purposes, or under any other income tax law. Cisilie agrees to sign, at the request of Scotlund, a written declaration of the type contemplated by Section 152(e)(2) of the Code to the effect that she will not claim any Child as a dependent for any taxable year in which Scotlund is entitled to an exemption deduction for both Children under the terms of this paragraph.

(b) If the conditions for subparagraph (a) of this paragraph 9 are not satisfied with respect to any taxable year, then the Residential Parent for each unemancipated Child shall be entitled to claim on his or her federal income tax return any personal exemption deduction allowed for such unemancipated Child as a dependent pursuant to the provisions of Section 151 of the Code, and such party shall also be entitled to claim any similar exemption or deduction allowed by the income tax laws of the state or states in which she resides for tax purposes, or under any other income tax law. The other party will not claim such unemancipated Child as a dependent for such taxable year.

9. *Life Insurance.* (a) Scotlund agrees to maintain a life insurance policy on his own life in an amount equal to not less than US\$125,000 per unemancipated Child (US\$250,000 for two unemancipated Children). Scotlund agrees that he will maintain such policy in full force and effect and will not pledge, hypothecate or otherwise encumber such policy. Each unemancipated Child will be designated as an irrevocable beneficiary under the policy until her emancipation, and no one else will be designated as a beneficiary under the policy.

(b) Scotlund hereby authorizes Cisilie to obtain direct confirmation from the insurance carrier to confirm his compliance with the provisions of this

paragraph 10 and further agrees that he will, upon demand, execute and deliver to Cisilie without charge whatever instruments, documents or authorizations may be necessary in order that Cisilie may document Scottlund's compliance with this paragraph 10.

ARTICLE V
Tax Treatment of Payments Made
by One Party to the Other

No payment made in cash or in kind by Scottlund or Cisilie which may be construed as being to or for the benefit of the other, whether made hereunder or otherwise than hereunder, shall be includible in the gross income of Cisilie or Scottlund, nor deductible or creditable by Cisilie or Scottlund, for Federal or state income tax purposes.

ARTICLE VI
Costs to be Borne by Defaulting Party

If either party is in default in the performance of any of the provisions of this Agreement, and if such default is not remedied within fifteen (15) days after the sending of a written notice by registered mail to the defaulting party specifying such default, and if the other party shall institute and prevail in arbitration or legal proceedings to enforce the performance of such provisions by the defaulting party, then the defaulting party shall pay to the other party the necessary and reasonable arbitration costs, court costs and reasonable attorney's fees incurred by the other party in connection with such arbitration or legal proceedings.

ARTICLE VII
Effect of Reconciliation or
Resumption of Marital Relations;
Effect of Matrimonial Decrees

1. This Agreement shall not be invalidated or otherwise affected by a temporary reconciliation between the parties or a resumption of marital relations between them.
2. The parties covenant and agree that in the event that either of them shall obtain a final judgment or decree of separation or divorce, under the laws of any jurisdiction, it shall contain no provision for the support and maintenance of the Wife or the Husband and no provision for the settlement of the property rights of the parties except as herein provided.
3. The parties agree to submit this Agreement to the court granting such separation or divorce for ratification, confirmation, approval and adoption, it being their desire that the Agreement shall be ratified, confirmed, approved and

fully adopted by the court and incorporated in any such judgment or decree. Notwithstanding such incorporation, the terms and provisions of this Agreement shall not be merged in any such judgment or decree but shall in all respects survive the same. Each of the parties agrees that he or she will seek no modification of the Agreement through application to the court granting any judgment or decree of separation or divorce, or by application to any other court.

ARTICLE VIII
General Provisions

1. **Successors and Assigns.** This Agreement and all the obligations and covenants hereunder shall bind the parties, their heirs, executors, administrators, legal representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.
2. **Amendments.** No modification, rescission or amendment to this Agreement shall be effective unless in writing signed by the parties and acknowledged in the manner required to entitle a deed to be recorded.
3. **Entire Agreement.** This Agreement and its provisions merge any prior agreements, if any, of the parties and is the complete and entire agreement of the parties.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
5. **Further Assurances.** Each of the parties, without costs to the other, shall at any time and from time to time hereafter execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement.
6. **Complete Understanding.** Each party declares that he or she has carefully read this Agreement prior to signing it and is entering into this Agreement freely and of his or her own volition, with a complete understanding of all the terms and provisions contained herein.
7. **Severability.** In the event that any term, provision, paragraph, or article of this Agreement is or is declared illegal, void or unenforceable, the same shall not affect or impair the other terms, provisions, paragraphs or articles of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness or unenforceability of any term, provision, paragraph or article of this Agreement.
8. **No Waivers.** Failure of either party to insist on the performance of any provisions herein by the other party shall not be deemed to be a waiver of such provisions thereafter or of any other provisions herein, or a waiver of any subsequent breaches thereof. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties.

paragraph 10 and further agrees that he will, upon demand, execute and deliver to Cisilie without charge whatever instruments, documents or authorizations may be necessary in order that Cisilie may document Scotland's compliance with this paragraph 10.

ARTICLE V

Tax Treatment of Payments Made by One Party to the Other

No payment made in cash or in kind by Scotland or Cisilie which may be construed as being to or for the benefit of the other, whether made hereunder or otherwise than hereunder, shall be includible in the gross income of Cisilie or Scotland, nor deductible or creditable by Cisilie or Scotland, for Federal or state income tax purposes.

ARTICLE VI

Costs to be Borne by Defaulting Party

If either party is in default in the performance of any of the provisions of this Agreement, and if such default is not remedied within fifteen (15) days after the sending of a written notice by registered mail to the defaulting party specifying such default, and if the other party shall institute and prevail in arbitration or legal proceedings to enforce the performance of such provisions by the defaulting party, then the defaulting party shall pay to the other party the necessary and reasonable arbitration costs, court costs and reasonable attorney's fees incurred by the other party in connection with such arbitration or legal proceedings.

ARTICLE VII

Effect of Reconciliation or Resumption of Marital Relations; Effect of Matrimonial Decrees

1. This Agreement shall not be invalidated or otherwise affected by a temporary reconciliation between the parties or a resumption of marital relations between them.
2. The parties covenant and agree that in the event that either of them shall obtain a final judgment or decree of separation or divorce, under the laws of any jurisdiction, it shall contain no provision for the support and maintenance of the Wife or the Husband and no provision for the settlement of the property rights of the parties except as herein provided.
3. The parties agree to submit this Agreement to the court granting such separation or divorce for ratification, confirmation, approval and adoption, it being their desire that the Agreement shall be ratified, confirmed, approved and

fully adopted by the court and incorporated in any such judgment or decree. Notwithstanding such incorporation, the terms and provisions of this Agreement shall not be merged in any such judgment or decree but shall in all respects survive the same. Each of the parties agrees that he or she will seek no modification of the Agreement through application to the court granting any judgment or decree of separation or divorce, or by application to any other court.

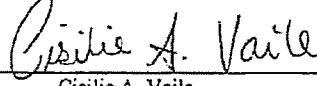
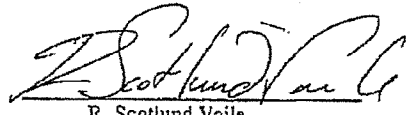
ARTICLE VIII
General Provisions

1. **Successors and Assigns.** This Agreement and all the obligations and covenants hereunder shall bind the parties, their heirs, executors, administrators, legal representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.
2. **Amendments.** No modification, rescission or amendment to this Agreement shall be effective unless in writing signed by the parties and acknowledged in the manner required to entitle a deed to be recorded.
3. **Entire Agreement.** This Agreement and its provisions merge any prior agreements, if any, of the parties and is the complete and entire agreement of the parties.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
5. **Further Assurances.** Each of the parties, without costs to the other, shall at any time and from time to time hereafter execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement.
6. **Complete Understanding.** Each party declares that he or she has carefully read this Agreement prior to signing it and is entering into this Agreement freely and of his or her own volition, with a complete understanding of all the terms and provisions contained herein.
7. **Severability.** In the event that any term, provision, paragraph, or article of this Agreement is or is declared illegal, void or unenforceable, the same shall not affect or impair the other terms, provisions, paragraphs or articles of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness or unenforceability of any term, provision, paragraph or article of this Agreement.
8. **No Waivers.** Failure of either party to insist on the performance of any provisions herein by the other party shall not be deemed to be a waiver of such provisions thereafter or of any other provisions herein, or a waiver of any subsequent breaches thereof. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties.

9. **Independent Legal Counsel.** Each of the parties has obtained independent legal advice from counsel of his or her own selection. The Husband was represented by James E. Smith, Esquire, Nevada Bar Number 52. The Wife was represented by David A. Stephens, Esquire, Nevada Bar Number 902.

10. **Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals the day and year first above written.


R. Scottlund Vaile Cissile A. Vaile

SS:
RK)

Day of JULY, 98 before me personally came R.
re known and known to me to be the individual described in
the foregoing instrument, and he duly acknowledged to me that
he.

ELODI LEAVITT
Notary Public - Nevada
No. 94-3523-1
ppt. exp. Apr. 8, 2002

Elodi Leavitt
Notary Public

Great Britain and Northern Ireland
London, England
Embassy of the United States of America

SS

Day of JULY, 1998, before me personally came
me known and known to me to be the individual described in
the foregoing instrument, and she duly acknowledged to me
the same.

D. De-Pierre-Hollowell
Notary Public

DARIA DE-PIERRE-HOLLOWELL
CONSUL OF THE
UNITED STATES OF AMERICA
LONDON, ENGLAND

ORIGINAL

FILED

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Loetta Shuman
CLERK

1 NEOJ
2 JAMES E. SMITH, ESQ.
3 Nevada Bar #000052
4 214 South Maryland Parkway
5 Las Vegas, Nevada 89101
6 619-461-7403382-9181
7 Attorney for Plaintiff,
8 R. SCOTLUND VAILE

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 R. SCOTLUND VAILE,)

12 Plaintiff,)

13 vs.)

14 CISILIE A. VAILE,)

15 Defendant.)

CASE NO. D230385
DEPT. NO. G

16 NOTICE OF ENTRY OF DECREE OF DIVORCE

17 TO: CISILIE A. VAILE, Defendant in Proper Person:

18 YOU WILL PLEASE TAKE NOTICE that on the 21st day of August, 1998 a
19 DECREE OF DIVORCE was entered in the above-captioned case, a true and correct copy
20 of which is attached hereto.
21

22 DATED August 25, 1998.

23 *James E. Smith*
24 JAMES E. SMITH, ESQ., NSB #52
25 214 South Maryland Pkwy.
26 Las Vegas, Nevada 89101
27 702-382-9181
28 Attorney for Plaintiff
R. SCOTLUND VAILE

JAMES E. SMITH
ATTORNEY AND COUNSELOR AT LAW
214 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101
(702) 382-9181
FAX: (702) 382-9181
E-MAIL: jsmith@james-smith.com
http://www.james-smith.com

CE-48

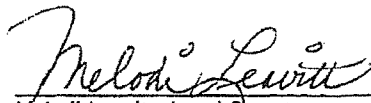
JAMES E. SMITH
ATTORNEY AND COUNSELOR AT LAW
214 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101
PHONE (702) 461-7403
E-MAIL: JAMES@SMITHESQ.COM
http://www.james-smith.com

CERTIFICATE OF MAILING

I hereby certify and return that on this date I mailed the foregoing NOTICE OF ENTRY OF DECREE OF DIVORCE to the parties hereto, addressed as follows::

CISILIE A. VAILE
Goteborg Gata 1
0566 Oslo
NORWAY

Dated August 25, 1998.



Melodi Leavitt, Legal Secretary
JAMES E. SMITH, ESQ.
Nevada Bar No. 52
214 South Maryland Pkwy.
Las Vegas, Nevada 89101
619-461-7403382-9181
Attorney for Plaintiff
R. SCOTLUND VAILE

JAMES E. SMITH
ATTORNEY AND COUNSELOR AT LAW
214 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101
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E-MAIL: JAMES@SMITHBAGL.COM
http://www.james-smith.com

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JAMES E. SMITH, ESQ.
Nevada Bar #000052
214 South Maryland Parkway
Las Vegas, Nevada 89101
702-382-9181
Attorney for Plaintiff,
R. SCOTLUND VAILE

ORIGINAL

FILED

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Justin L. ...
CLERK

DISTRICT COURT
CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,
SSN: 519-02-6087

Plaintiff,

vs.

CISILIE A. VAILE,
SSN: 280-92-2900

Defendant.

CASE NO. D230385
DEPT. NO. 6

DECREE OF DIVORCE

The above entitled cause having come on for summary disposition on this day before the Court, the Plaintiff having requested summary disposition by and through his counsel, JAMES E. SMITH, ESQ., and the Defendant having interposed her ANSWER IN PROPER PERSON, and the Court being fully advised in the premises finds; that the Plaintiff is now and for more than six weeks prior to the verification of the Complaint in this action has been an actual, bona fide resident and domiciliary of the County of Clark, State of Nevada, actually and physically residing and being domiciled therein during all of said period of time, and that this Court has jurisdiction over both of the parties hereto and of this cause of action, that each and every one of the allegations contained in Plaintiff's Complaint were and are true, that there are no minor adopted children of the parties, and Defendant is not now pregnant, that the

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http://www.james-smith.com

1 parties have both waived their respective rights to spousal support, and that Defendant
2 has waived her rights to FINDING OF FACT, CONCLUSIONS OF LAW and written
3 NOTICE OF ENTRY OF JUDGMENT, and that Plaintiff is entitled to the relief prayed for
4 in said Complaint upon the grounds alleged therein, and good cause appearing
5 therefore;
6

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of
8 matrimony now and heretofore existing between Plaintiff and Defendant be dissolved,
9 set aside, and forever held for naught, and that the parties hereto, and each of them,
10 be restored to a single, unmarried state;
11

12 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the attached
13 Agreement is hereby adopted and incorporated herein as though fully set forth herein;
14

15 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that with regard
16 to the two minor children of the parties, to wit: KAIA LOUISE VAILE, born 05/30/91
17 and KAMILA JANE VAILE, born 02/13/95, the child custody, visitation, maintenance
18 and support of the minor children IS HEREBY ORDERED as set forth in the above-
19 referenced Agreement.
20

21 IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that the parties
22 understand they are bound by the provisions of NRS Chapter 125, and that the minor
23 child may not be removed from the State of Nevada without consent of the parties or
24 Order of the Court and that:

25 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION
26 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS
27 ORDER IS PUNISHABLE AS A FELONY BY UP TO 6 YEARS IN PRISON.
28 NRS 200.359 provides that every person having a limited right of
custody to a child or any parent having no right of custody to the child
who willfully detains, conceals or removes the child from a parent,

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http://www.james-smith.com

1 guardian or other person having lawful custody or a right of visitation of
2 the child in violation of an order of this court, or removes the child from
3 the jurisdiction of the court without consent of either the court or all
4 persons who have the right to custody or visitation is subject to being
5 punished by for a category D felony as provided in NRS 193.130.

6 IT IS FURTHER HEREBY ORDERED that said minor children are the habitual
7 residents of the State of Nevada and, pursuant to the provisions of NRS 125.510(7),
8 the parties are hereby notified as follows:

9 "...the terms of the Hague Convention of October 25, 1980, adopted by
10 the 14th Session of the Hague Conference on Private International Law,
11 apply if a parent abducts or wrongfully retains a child in a foreign
12 country."

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to the
14 provisions of NRS 125.450 and NRS 31A, et seq., the non-custodial parent is now
15 notified that the withholding or assignment of wages and commissions for the
16 payment of child support IS HEREBY ORDERED should any support become delinquent
17 for 30 days, or such earlier period of time as set out in NRS 31A, et seq.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that notice is hereby
19 given pursuant to NRS 125B.145 that the Court is required to review child support
20 obligations upon request by the parent, legal guardian or an attorney every three years
21 to determine if the support being paid is within the formula of NRS 125B.070;

22 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the
23 community property of the parties is divided as set forth in the above-referenced
24 Agreement;
25

26

27


28

1 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the
2 community debt of the parties is divided as set forth in the above-referenced
3 Agreement.

4 DATED and DONE this 10th day of August, 1998.
5

6 **CYNTHIA DIANNE STEEL**
7 **DISTRICT COURT JUDGE**

8
9 Submitted by:

10 

11 JAMES E. SMITH, ESQ., NSB #52
12 214 South Maryland Pkwy.
13 Las Vegas, Nevada 89101
14 702-382-9181
15 Attorney for Plaintiff R. SCOTLUND VAILE
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JAMES E. SMITH
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214 SOUTH MARYLAND PARKWAY
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AGREEMENT made as of July ____, 1998 by and between R. Scottlund Vaile (hereinafter referred to as the "Husband" or "Scottlund"), and Cisilie A. Vaile (hereinafter referred to as the "Wife" or "Cisilie").

RECITALS

WHEREAS, the parties were married on June 6, 1990 in Salt Lake City, Utah, United States of America;

WHEREAS, the Husband is a citizen of the United States of America, and the Wife is a citizen of Norway and a permanent resident of the United States of America;

WHEREAS, there are two children born of the marriage, namely, Kaia Louise Vaile, born on May 30, 1991 and Kamilla Jane Vaile, born on February 13, 1995;

WHEREAS, certain unhappy and irreconcilable differences have arisen between the parties as a result of which the parties have concluded that they are incompatible with each other and have agreed to live separate and apart from each other, and it is their intention to live separate and apart from each other for the rest of their natural lives; and

WHEREAS, the parties desire that this Agreement, which is entered into after due and considered deliberation, shall constitute an agreement of separation between them and shall determine the rights of the parties with respect to all property, whether real or personal, wherever situated, now owned by the parties or either of them, or standing in their respective names or which may hereafter be acquired by either of the parties, and shall determine all other rights and obligations of the parties arising out of their marital relationship.

NOW THEREFORE, in consideration for the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

Separation of the Husband and the Wife

1. **Separation.** The parties have agreed to live separate and apart from each other, and they shall hereafter live separate and apart from the other free from interference of any marital authority or control of the other, as fully as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, profession, business or trade which he or she may desire to pursue, free from interference or any marital authority or control of the other party.

2. **No Interference.** Neither party shall in any manner annoy, molest or otherwise interfere with the other party, nor shall either party at any time

institute any action, proceeding or suit to compel the other party to cohabit or dwell with him or her, or for the restoration of conjugal rights.

ARTICLE II
Each Party Shall be Free
to Institute Suit for Divorce

1. Each of the parties shall be free at any time hereafter to institute suit for absolute divorce against the other. The execution of this Agreement shall not be deemed to constitute a waiver or forgiveness of any conduct on the part of either party which may constitute grounds for divorce.

2. Notwithstanding paragraph 1 of this Article, the parties hereby agree that they shall file for divorce, and for confirmation of the provisions governing the custody of their Children and child support contained herein, in a court of competent jurisdiction in the State of Nevada, United States of America, before July 31, 1998 or as soon as possible thereafter.

3. Each of the parties shall be responsible for his or her own legal fees in connection with instituting suit for divorce or seeking confirmation of the provisions governing the custody of their Children and child support contained herein, *provided* that in the event the parties proceed in a manner specified in paragraph 2 of this Article Scotland shall pay all filing or other similar fees with the State of Nevada and, if they use the same attorney in connection therewith, Scotland shall pay all fees and expenses of such attorney.

4. Each party agrees not to take any action inconsistent with their intent as expressed in paragraph 2 of this Article or any other provision of this Agreement, provided that the other party shall proceed in good faith to obtain the divorce and confirmation of the custody and child support provisions of this Agreement as specified in paragraph 2 of this Article. This paragraph 4 shall terminate on July 1, 1999.

ARTICLE III
Settlement of Financial Rights and
Obligations Between the Spouses

1. **Division of Marital Property.** (a) **Husband's Financial Representation.** The Husband hereby represents and warrants to the Wife that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts, 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Husband or otherwise owned by him, whether individually, jointly or otherwise, or which may be held for his benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (US\$0.00), (ii) the Husband does not own, whether individually, jointly or otherwise, any real

property, (iii) the Husband does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Wife and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Husband has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Wife.

(b) **Wife's Financial Representation.** The Wife hereby represents and warrants to the Husband that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts, 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Wife or otherwise owned by her, whether individually, jointly or otherwise, or which may be held for her benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (US\$0.00), (ii) the Wife does not own, whether individually, jointly or otherwise, any real property, (iii) the Wife does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Husband and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Wife has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Husband.

(c) **Joint Financial Assets.** The parties hereby acknowledge and agree that the aggregate market value of all cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common, is the US dollar equivalent of not more than US\$500.

(d) **Division of Financial Assets.** Upon the execution of this Agreement, (i) the Husband shall pay to the Wife US\$250 in immediately available funds and (ii) the Wife shall transfer to the Husband all joint financial assets referred to in subparagraph (c) of this paragraph 1, including any credit or debit cards for which the Husband is or may be held jointly liable.

(e) **Equitable Division of Tangible Personal Property.** The parties agree to divide equitably between themselves, all of the furniture, furnishings, rugs, pictures, books, silver, plate, china, glassware, objects of art, and other tangible personal property acquired by them during the course of their marriage.

(f) **Individual Property.** Subject to the representations and warranties contained in subparagraphs (a)-(c) of this paragraph 1, the parties agree that except for the dispositions provided in subparagraphs (d) and (e) of this paragraph 1, each party shall retain full ownership and control of all property currently standing in his or her name, whether individually, jointly or otherwise,

or which may be held for his or her benefit by third parties, or to which he or she shall have any right of whatsoever nature, and whether such property interests or rights are present or contingent, vested or unvested, and each agrees that all such property is the separate property of the other and shall belong to the other alone.

2. *Debts.* (a) *Debts Previously Contracted.* The Husband agrees to assume and be solely answerable and liable for all debts, charges and liabilities of whatever kind incurred by either party during their marriage and before the date hereof, and hereby covenants and agrees that he will indemnify and hold the Wife harmless from any and all claims made by third parties because of any debts, charges or liabilities incurred by either party during their marriage and before the date hereof, except for:

(i) any debts, charges or liabilities incurred by the Wife for any purpose during their marriage, whether by credit or debit card or otherwise, and before the date hereof that (A) have not been disclosed to the Husband and (B) are individually or collectively more than US\$500; and

(ii) that certain loan from Barclay's Bank incurred by the Wife in her name and represented by the note attached as Exhibit A hereto, in an aggregate principal amount of GBP 8,000, which was used by the Wife for educational and employment training purposes.

(b) *Future Debts.* Each party covenants and agrees that from and after the date hereof, he or she will not contract any debts, charges or liabilities for which the other party, or his or her property or estate, shall be or become answerable or liable, and each of the parties covenants and agrees that he or she will indemnify and hold the other party harmless from any and all claims made by third parties because of any debts or liabilities incurred by him or her on or after the date hereof.

3. *Income Taxes.* (a) *Past Income Tax Liability.* The Husband represents and warrants to the Wife that all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of other taxing jurisdictions arising out of any income earned or realized by either party during their marriage have been paid, that no interest or penalty is due with respect to any such income taxes, and that no tax deficiency proceeding is pending or threatened against either of them with respect to such income taxes for any taxable period ending on or before December 31, 1997, and agrees to indemnify and hold the Wife harmless from and against any and all additional tax assessments, penalties and/or interest relating to any income tax returns that were or should have been filed by the parties in such taxing jurisdictions, except for any additional tax assessments, penalties and/or interest relating to any income earned or realized by the Wife before December 31, 1997 that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000.

(b) *Current and Future Income Taxes.* The Husband agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of any other taxing jurisdiction arising out of any income earned or realized by either party from January 1, 1998 through the date hereof and for any income earned or realized by the Husband on or after the date hereof, and hereby covenants and agrees to indemnify and hold the Wife harmless from and against any and all such income tax liability, except for any such income taxes arising out of any income earned or realized by the Wife before the date hereof that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000. The Wife agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. and Norwegian income taxes, and all income taxes of any other taxing jurisdiction, arising out of any income earned or realized by the Wife after the date hereof, and hereby covenants and agrees to indemnify and hold the Husband harmless from any and all such income tax liability.

(c) *Audits.* In the event of any audit or proposed deficiency arising out of any income earned or realized by either party during their marriage, each party will cooperate with the other to contest or compromise the proposed deficiency. Such cooperation shall include, but shall not be limited to, the following:

(i) the making available of such books, records, and other data as may be in a party's possession or under his or her control and necessary with respect to the conduct of any tax audit or examination or necessary to the resolution of any dispute arising thereunder; and

(ii) joining in and executing any protest, petition or document in connection with any proceedings for the purpose of contesting, abating or reducing any tax, penalty or interest assessed or due or any part thereof.

4. *Waivers and Releases.* (a) *Generally.* Except as otherwise expressly provided herein, each of the parties hereby WAIVES and RELEASES any and all rights in the real or personal property of the other, or in the estate of the other, or which may be assertable against the other, which he or she has acquired or shall acquire by reason of marriage to the other, or which he or she has or shall have as a spouse, surviving spouse or former spouse of the other, whether arising under the laws of the State of Nevada or under the laws of any other jurisdiction, and whether now owned or hereafter acquired, including, without limiting the generality of the foregoing, the following:

(i) any right to have property acquired by either or both of the parties during their marriage treated as marital property or community property or quasi-community property, or to seek an equitable distribution or other division of such property, or to seek a distributive award or any other similar interest, it being the intent of each of the parties to provide for the distribution of their property by this Agreement;

(ii) any other right to share in the property or estate of the other during his or her lifetime, however such right might arise or of whatever nature;

(iii) any right to share in the property or estate of the other upon his or her death, whether such right is in the nature of an inheritance, a right to intestate distribution, a right to elect against the will of the other, a right of curtesy, dower, spouse's exemption or allowance, a homestead right, a usufruct in the property of the other, or any other right of a nature similar to the foregoing;

(iv) any right to act as the administrator of the estate of the other, or as conservator, committee or guardian of the person or property of the other, except to the extent voluntarily appointed pursuant to an instrument executed after the date hereof; or

(v) any right to receive support or maintenance from the other during their marriage or following termination of their marriage, whether such termination occurs by reason of the dissolution of the marriage or by reason of the death of one of the parties, it being agreed between the parties that neither support nor maintenance is desired or necessary.

(b) **Legal Actions.** Each of the parties does hereby mutually release and discharge the other from any and all other actions, suits, rights, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or hereafter may have against the other upon or by reason of any matter, cause or thing up to the date hereof, it being the intention of the parties that henceforth there shall exist, as between them, only such rights and obligations as are specifically provided for in this Agreement.

(c) **Further Assurances.** Each party agrees that he or she will execute any further waivers, releases, assignments, deeds or other instruments which may be necessary to effectuate or accomplish the purpose of the waivers and releases contained in this Article. In this connection, each of the parties, upon the request of the other, expressly agrees to consent to any disposition, beneficiary designation, and selection of the form of distribution of any pension or other qualified plan benefits accrued by or for the other.

(d) **Future Devises or Bequests.** Nothing contained in this paragraph 4 shall be deemed to constitute a waiver by either party of any devise or bequest made to him or her by any Will or Codicil of the other executed after the date of this Agreement.

5. **No Spousal Support.** Neither party shall have any obligation for the support or maintenance of the other party now or in the future. Each party hereby acknowledges that he or she is capable of supporting himself or herself at a standard of living acceptable to him or her and waives his or her right, if any, to receive any support or maintenance from the other party now and forever more.

ARTICLE IV
Custody and Visitation of the Children

1. *Joint Custody.* The parties shall have joint custody of their children, Kaia Louise Vaile (hereinafter "Kaia") and Kamilla Jane Vaile (hereinafter "Kamilla") during their minority (Kaia and Kamilla are hereinafter sometimes collectively referred to as the "Children" and individually referred to as a "Child").

2. *Primary Residence.* Subject to the visitation rights set forth in paragraph 3 of this Article, each Child's primary residence during her minority shall be as follows (the party with whom such Child has primary residence being referred to hereinafter as the "Residential Parent" for such Child and the other party being hereinafter referred to as the "Non-Residential Parent" for such Child):

(a) *Until Age 10.* Until July 1 of the year in which each Child shall have reached the age of ten (10) years old, such Child's primary residence shall be with Cisilie.

(b) *From Age 10 to Age 11.* From July 1 of the year in which each Child shall have reached the age of ten (10) years old until July 1 of the year in which such Child shall have reached the age of eleven (11) years old, such Child's primary residence shall be with Scotlund.

(c) *From Age 11 to Age 12.* From July 1 of the year in which each Child shall have reached the age of eleven (11) years old until July 1 of the year in which such Child shall have reached the age of twelve (12) years old, such Child's primary residence shall be with Cisilie.

(d) *After Age 12.* On July 1 of the year in which each Child shall have reached the age of twelve (12) years old and on July 1 of each year thereafter, such Child shall have the right to choose whether such Child's primary residence until July 1 of the next succeeding year shall be with Cisilie or Scotlund, and the party that is not selected shall respect the choice of the Child.

3. *Visitation Rights.* Notwithstanding paragraph 2 of this Article, the parties shall have the following visitation rights:

(a) *One Residential Parent.* For any period during which each unemancipated Child shall have the same Residential Parent, and subject to subparagraph (c) of this paragraph 3, the Non-Residential Parent shall have the right to have such unemancipated Child visit or stay with him or her during the following periods:

(i) during one-half (1/2) of the Christmas, Easter and other school vacations of two or more consecutive days, except for summer vacation;

(ii) during the entire summer vacation, except for the first three weeks of such summer vacation which shall constitute the "Residential Parent's Vacation Period";

(iii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the Residential Parent's Vacation Period;

(iv) every Wednesday evening from 6:00 pm until 9:00 pm, except during the Residential Parent's Vacation Period; and

(v) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.

(b) *Two Residential Parents.* For any period during which each party is a Residential Parent with respect to one of the unemancipated Children but not the other, and subject to subparagraph (c) of this paragraph 3, each party shall have the right to have both unemancipated Children visit or stay with him or her during the following periods:

(i) during one-half (1/2) of the Christmas, Easter, summer and other school vacations of two or more consecutive days;

(ii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the other party's summer vacation period;

(iii) every other Wednesday evening from 6:00 pm until 9:00 pm, except during the other party's summer vacation period; and

(iv) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.

(c) *Birthdays and Holidays.* Notwithstanding any other provision to the contrary:

(i) *Odd-Numbered Years.* In odd-numbered years, (A) Scotlund shall have the right to have each Child visit and stay with him the day before such Child's birthday, Christmas Day, the day before Father's Day, Father's Day and the day before (January 4) Scotlund's birthday and

(B) Cisilie shall have the right to have each Child visit and stay with her on such Child's birthday, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, the day before Mother's Day, Mother's Day and Cisilie's birthday (January 5), from 8:00 am on the day mentioned until 8:00 am on the following day.

(ii) *Even-Numbered Years.* In even-numbered years, (A) Scotlund shall have the right to have each Child visit and stay with him on such Child's birthday, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, the day before Father's Day, Father's Day and Scotlund's birthday (January 5) and (B) Cisilie shall have the right to have each Child visit and stay with her on the day before such Child's birthday, Christmas Day, the day before Mother's Day, Mother's Day and the day before (January 4) Cisilie's birthday, from 8:00 am on the day mentioned until 8:00 am on the following day.

(d) *Foreign Travel.* Without limiting the generality of each party's right to travel with the Children, each party shall be free to travel with the Children within or outside the United States to the extent such travel is consistent with the other party's visitation or Residential Parent's rights hereunder,

4. *Residency in the United States.* (a) *Generally.* Subject to paragraph 5, each party covenants and agrees that if at any time it shall be the Residential Parent and for so long as it remains the Residential Parent, such party shall make its primary residence in the United States of America in the greater metropolitan areas of Las Vegas, Nevada; Salt Lake City, Utah; San Francisco, California; San Diego, California; Denver, Colorado; Charlotte, North Carolina; Boston, Massachusetts; or any other city on which the parties shall hereafter mutually agree by amendment to this Agreement in accordance with paragraph 2 of Article VIII (each an "Accepted Metropolitan Area"). Each party that is now or shall hereafter become a Residential Parent shall endeavor to provide the Non-Residential Parent with a reasonable opportunity to reside within twenty miles of the Residential Parent in one of the Accepted Metropolitan Areas.

(b) *Initial Residential Parent.* Subject to paragraph 5, Cisilie agrees that as the initial Residential Parent she will take up residence within twenty miles of Scotlund's place of residence in whichever of the Accepted Metropolitan Areas that he shall have selected (the "Initial Accepted Metropolitan Area"), subject to the following conditions:

(i) Cisilie shall have no obligation to move to the United States to take up residence there before July 1, 1999;

(ii) Scotlund shall have given Cisilie at least four weeks prior notice of the timing of such move;

(iii) Scotlund shall pay or cause his employer to pay all of Cisilie's and the Children's reasonable moving expenses from Oslo, Norway to the Initial Accepted Metropolitan Area, including:

- (A) prepaid airfare (via London or otherwise);
- (B) moving expenses for a reasonable amount of personal effects;
- (C) meals and lodging in London or any other destination between Norway and the Initial Accepted Metropolitan Area where they are required to stay overnight;
- (D) meals and lodging at the Initial Accepted Metropolitan Area until Cisilie is able to move into a suitable apartment for herself and the Children, but in no event for more than 21 days after their arrival; and
- (E) the first month's rent for the apartment selected by Cisilie for herself and the Children in the Initial Accepted Metropolitan Area.

(iv) There shall at the time Cisilie first arrives and shall thereafter continue to be reasonably suitable and affordable housing for Cisilie and the Children within twenty miles of Scotlund's place of residence in the Initial Accepted Metropolitan Area.

(v) Cisilie shall have the right to change her place of residence within the Initial Accepted Metropolitan Area at any time and as many times as she wishes, provided that her new place of residence remains within twenty miles of Scotlund's initial place of residence.

(vi) Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to any other Accepted Metropolitan Area, upon the occurrence of any of the following events:

- (A) Scotlund shall have relocated his place of residence more than 100 miles from the center of the Initial Accepted Metropolitan Area;
- (B) there is no longer reasonably suitable and affordable housing for Cisilie and the Children within the Initial Accepted Metropolitan Area; or
- (C) the parties shall have mutually agreed in writing.

(vii) If Scotlund shall have moved more than twenty (20) miles of Cisilie's place of residence, Cisilie shall have no obligation to relocate to within twenty (20) miles of his new residence, but instead shall be free

to relocate anywhere within the Initial Accepted Metropolitan Area subject to her general obligation set forth in the second sentence of paragraph 4(a) of this Article.

(viii) Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to anywhere in the world if she is no longer a Residential Parent.

5. *Temporary Residence in Norway.* (a) From the date hereof until the later of July 1, 1999 and the date on which Scotlund shall have arranged to move Cisilie and the Children to the United States in accordance with paragraph 4(b), Cisilie shall have the right to reside with the Children in the greater metropolitan area of Oslo, Norway.

(b) *Scotlund's Visitation Rights.* In addition to his visitation rights contained in paragraphs 3(a)(v) and 3(c) of this Article, but in lieu of his visitation rights contained in paragraphs 3(a)(i), (ii), (iii) and (iv) and 3(b) of this Article, Scotlund shall have the right to have each Child visit and stay with him as follows:

(i) during one of the Children's school vacations other than Christmas vacation, in Norway or outside Norway; and

(ii) two four-day weekends per month, in Norway, provided he gives Cisilie at least two-weeks prior notice of each visit.

(c) *Private Education.* For so long as Kaia resides in Norway, Scotlund shall have the right to select and pay for her education at a school located within twenty kilometers of Oslo's center.

6. *Information About Children's General Welfare.* Each party agrees to keep the other reasonably informed of the whereabouts of the Children, and agrees that if either of them has knowledge of any serious illness or accident or other circumstances affecting either of the Children's health or general welfare, prompt notice thereof will be given to the other of such circumstances.

7. *Fostering Good Feelings.* Each party shall exert every reasonable effort to maintain free access and unhampered contact between the Children and the other party and to foster a feeling of affection between the Children and the other party. Neither party shall do anything that may estrange the Children from the other party or injure the Children's opinion as to the other party or that may hamper the free and natural development of the Children's love and respect for the other party.

8. *Consultation.* The parties agree to consult with each other with respect to the Children's education, religious training, summer camp selection, illness and operations (except in emergencies), health, welfare and other matters

of similar importance affecting the Children, whose well-being, education and development shall at all times be the paramount consideration of the parties.

9. *Access to Information.* Each party shall be entitled to complete detailed information from any school and other educational institution, baby-sitting or day-care facility, religious institution, pediatrician, general physician, dentist, consultant or specialist attending either of the Children and to be furnished with copies of any reports available from them.

10. *Medical.* Each party agrees that in the event of serious illness of either of the Children at any time, the other party shall have the right of reasonable visitation with the ill child at the place of confinement.

11. *Religious Preference.* The parties agree that the Children will be raised as members of The Church of Jesus Christ of Latter-day Saints and that each Child shall be allowed to be baptized and confirmed a member of such church after reaching the age of eight (8) years. Each party shall be responsible for providing the other with evidence annually that he or she remains an active member of such church in good standing. Each party agrees that a valid temple recommend issued by such church in the other party's name shall be conclusive evidence of such activity and standing. Scotland shall have the right to baptize and confirm each Child a member of such church, provided that he shall be a member in good standing authorized by such church to perform such ordinances at the time such Child elects to be so baptized and confirmed.

12. *Telephone Calls.* The Non-Residential Parent shall have the right to make one telephone call per day of not more than 30 minutes to each of the Children between the local times of 8:00 am and 8:00 pm.

13. *Surname.* The Children shall not be known or registered by any surname other than "Vaile" during his or her minority.

14. *Death of the Parties.* The parties agree that the Children will reside with Scotland after the death of Cisilie, and the Children will reside with Cisilie after the death of Scotland.

15. *Grandparents.* The parties shall exert every reasonable effort to maintain free access between the Children and both sets of grandparents, and will allow reasonable periods of time for the Children to visit and be visited by the grandparents, provided, however, that if either Child is under the age of thirteen (13) years, he or she shall not visit the grandparents overnight unless he or she is accompanied by one of the parties.

16. *No Waivers.* The rights of visitation are wholly optional and the non-exercise in whole or in part, shall not constitute a waiver of visitation rights nor shall it deprive any party of the right to insist thereafter on strict compliance with visitation rights.

17. *Expenses.* Each party who shall exercise any visitation rights under this Article shall be responsible for all out-of-pocket expenses incurred by such party or the Children in connection with such visitations, including all travel and lodging expenses.

ARTICLE IV
Child Support

1. *Basic Child Support Obligation.* Scotlund shall pay to Cisilie, in equal monthly installments, for the support of the Children the Basic Child Support Obligation (as defined below), payable on the first (1st) day of each month commencing on August 1, 1998 and terminating upon the earliest of (i) the emancipation of both of the Children, as hereinafter defined, (ii) the death of Scotlund or (iii) the death of Cisilie.

2. *Calculation of Basic Child Support Obligation*

(a) For purposes of paragraph 1 of this Article, the "Basic Child Support Obligation" shall be, and be determined by the parties, as follows:

- (i) The parties shall first determine their Combined Income.
- (ii) The parties shall then multiply the lesser of (A) the Maximum Amount and (B) their Combined Income by the Appropriate Child Support Percentage (as defined below).
- (iii) The parties shall pro rate between them the amount determined under subparagraph (a)(ii) of this paragraph 2 in the same proportions as each party's Income bears to their Combined Income.
- (iv) Scotlund's pro rata share determined under subparagraph (a)(iii) of this paragraph 2 shall be the Basic Child Support Obligation.
- (v) For purposes of this Agreement, the term "Maximum Amount" shall mean US\$100,000, provided that the Maximum Amount shall be increased by the percentage increase, if any, of the U.S. consumer price index (or other successor index used by the United States of America to estimate inflation) from June 30, 1998 through June 30 in the year of such calculation.

Provided, that in no event shall the Basic Child Support Obligation be greater than US\$17,500 per year for any period ending on or before July 1, 2000.

(b) The parties' "Combined Income" shall be the sum of their respective incomes. "Income" shall mean the sum of the amounts determined by the application of subparagraphs (i) through (v) of this subparagraph (b), reduced by the amount determined by the application of subparagraph (vi) of this subparagraph (b):

(i) Gross income as should have been reported in the most recent federal income tax return, assuming U.S. residence for tax purposes, plus any tax-exempt income. For purposes of this subparagraph (i), each of the parties shall be presumed to be required to file a federal income tax return.

(ii) To the extent not already included in gross income in subparagraph (i) of this subparagraph (b), investment income reduced by necessary sums expended in connection with such investment.

(iii) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the amount of income or compensation voluntarily deferred and income received, if any, from the following sources:

- (A) workers' compensation,
- (B) disability benefits,
- (C) unemployment insurance benefits,
- (D) social security benefits,
- (E) veterans benefits
- (F) pensions and retirement benefits
- (G) fellowships and stipends, and
- (H) annuity payments.

(iv) An amount imputed as income based upon the party's former resources or income, if a court would determine that the party has reduced resources or income in order to reduce or avoid his or her obligation for child support.

(v) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the following self-employment deductions attributable to self-employment carried on by the party:

(A) any depreciation deduction greater than depreciation calculated on a straight-line basis for the purpose of determining business income or investment credits; and

(B) entertainment and travel expenses deducted from business income to the extent such expenses reduce personal expenditures.

(vi) The following shall be deducted from income to the extent otherwise included in income under subparagraphs (i) to (v) of this subparagraph (b):

(A) unreimbursed employee business expenses except to the extent that such expenses reduced personal expenditures;

(B) alimony or maintenance actually paid to a spouse not a party to this Agreement pursuant to court order or validly executed written agreement;

(C) child support actually paid pursuant to court order or written agreement on behalf of any child for whom either party has a legal duty or support and who is not subject to this Agreement;

(D) public assistance;

(E) supplemental security income;

(F) local income or earnings taxes actually paid;

(G) federal insurance contributions act (FICA) taxes actually paid; and

(H) any cost of living adjustment (COLA), housing allowance and other expatriate compensation that shall have been provided to either party by his or her employer in addition to his or her regular salary, bonus or other income to compensate for the increased cost of living outside the United States relative to living in the United States, it being understood and agreed that Scotlund's annual salary, bonus and other income as of the date hereof is approximately US\$70,000 and his annual COLA, housing allowance and other expatriate compensation is approximately US\$65,000.

(c) The term "Appropriate Child Support Percentage" shall mean (i) twenty-five percent (25%) for any period during which Cisilie is the Residential Parent for two unemancipated Children, (ii) eighteen percent (18%) for any period during which Cisilie is the Residential Parent for one unemancipated Child but clause (ii) is not satisfied and (iii) zero percent (0%) for any period during which neither clause (i) nor clause (ii) is satisfied.

(d) The Basic Child Support Obligation shall be determined as of August 1, 1998 (the date on which Scotlund's Basic Child Support Obligation commences) and shall be redetermined as of the first (1st) day of July in each year the obligation exists (based upon the Combined Income for the period covered by the most recent federal tax return, as set forth in paragraph 2 of this Article).

(e) *Tax Returns*

(i) *Tax Returns.* No later than thirty (30) days before the date as of which the Basic Child Support Obligation is to be determined, each party shall submit to the other a copy of his or her most recent federal income tax return, and any supporting data that may be reasonably required, and any other data necessary to establish Combined Income under paragraph 2(b) of this Article. Notwithstanding the foregoing, in the event either party remarries and files joint returns with a spouse or in the event that either party was not required to file a federal tax return for the most recent tax year, such party may elect to submit in lieu of the most recent federal tax return, a certified statement of the amount of his or her income determined in accordance with paragraph 2(b) of this Article.

(ii) *Access to Data.* Upon the request of either party, the other party shall make available for examination by the requesting party, all data as shall be reasonably necessary to enable the requesting party to determine the accuracy of the other party's claimed income.

(iv) *Income Tax Audits.* Each party shall furnish notice to the other of any audits which may be conducted in connection with any tax returns which may hereafter be submitted by him or her, and shall also furnish copies of any letter or other instrument received from any taxing authority setting forth the result of such audit. In addition, each party shall inform the other of any material change in the income previously reported to the other by any federal tax return or any certified statement.

3. *Sample Computation.* The sample computation contained in this Article are not material provisions of its execution as between the parties, and neither party is relying upon them or the amounts set forth below in entering into this Agreement. The calculation of the Basic Child Support Obligation in accordance with the aforementioned statutes, which would presumptively result in the correct amount of child support to be awarded, is as follows:

Scotlund's Income = US\$70,000
Cisilie's Income = US\$30,000
2 children = 25% of US\$100,000 = US\$25,000
Scotlund's Pro Rata Share = US\$25,000 * 7/10 = US\$17,500.

5. *Medical Expenses*

(a) *Medical Insurance.* Commencing with the date of execution of this Agreement and terminating upon the earlier of the death of Scotlund or the emancipation of each Child, Scotlund agrees to furnish medical insurance for the benefit of each Child, at his own expense if not provided to him by his employer. Cisilie shall advise Scotlund of the availability and cost of any medical insurance that may be furnished to her for the Children by an employer in order that Scotlund need not duplicate coverage. For uninsured medical or dental expenses, Scotlund shall pay one-half (1/2) of such expenses, provided such expenses are reasonable.

(b) *Insurance Reimbursements.* Cisilie agrees that she will promptly fill out, execute and deliver to Scotlund all forms and provide all information, including copies of bills, in connection with any application he may make for reimbursement of medical or dental expenses under any insurance policy. Similarly, Scotlund agrees that he will promptly fill out, execute and deliver to Cisilie all forms and provide all information, including copies of bills, in connection with any application she may make for reimbursement of medical or dental expenses under any insurance policy. If either party shall have advanced moneys for such expenses that are covered by insurance and for which a recovery is made for insurance claims filed for such expenses, the payment by the insurance carrier shall belong to the party advancing such moneys and any checks or drafts or proceeds thereof from the insurance carrier shall be promptly turned over to the party so advancing such moneys.

(c) *Proof of Compliance.* Scotlund will furnish to Cisilie promptly upon her request documentation and other proof of his compliance with the provisions of this paragraph 5, and Cisilie, in addition, is hereby authorized to obtain direct confirmation of compliance or noncompliance from any insurance carrier or employer.

(d) *Exception for Norwegian Medical Expenses.* Notwithstanding the foregoing, for so long as Cisilie resides with the children in Norway, Cisilie shall be responsible for the Children's medical expenses to the extent such expenses are or may be covered by the government of Norway.

6. *Emancipation.* A child shall be deemed "emancipated" for all purposes of this Agreement upon the first to occur of the following events: (i) the Child's attaining the age of eighteen (18) years and high school completion or attaining the age of nineteen (19); (ii) the Child's marriage; (iii) the Child's death; (iv) the Child's full-time gainful employment excluding vocational and seasonal employment, provided, however, that if the Child shall cease to have full-time employment, then upon that event the Child shall no longer be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (iii) above and (v) - (vii) below; (v) the Child's primary residence away from one of the party's homes other than for attendance at school; (vi) the Child's entry into the Armed Forces of the United States or into the Peace Corps or other similar service, provided, however, that upon discharge from the Armed Forces, Peace Corps or other similar service, the Child shall not be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (v) above; or (vii) any event other than an event defined in (i) - (vi) above that would constitute emancipation under the laws of Nevada.

7. *Statutory Child Support Guidelines.* The parties have been advised of the guidelines for establishing appropriate amounts for child support under Nevada law and that such guidelines may provide for different amounts of child support and a different pattern of allocation than that provided in this Agreement. Each of the parties hereby voluntarily acknowledges that he or she is

capable of providing and willing to provide the amount of support he or she has agreed to provide in this Agreement and agrees that he or she (a) does not intend or desire that such child support guidelines apply to the parties and (b) will not seek modification of this Agreement or the child support arrangement provided herein on the grounds that application of such child support guidelines would result in a judgment or order of child support greater to or less than the arrangement provided herein, and (c) hereby elects that any and all child support formulae and guidelines that have been or hereafter may be enacted in Nevada or in any other state or jurisdiction to which the parties may be subject shall not apply to the parties.

8. *Personal Exemption Deduction.* (a) If for the entire period of any taxable year (i) the Appropriate Child Support Percentage was at least 25%, (ii) Scotlund was the Residential Parent for one of the Children and the Appropriate Child Support Percentage was at least 18% or (iii) Scotlund was the Residential Parent for all unemancipated Children, Scotlund shall be entitled to claim on his federal income tax return for such taxable year any personal exemption deductions allowed for both Children as a dependent pursuant to the provisions of Section 151 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and he shall also be entitled to claim any similar exemptions or deductions allowed by the income tax laws of the state or states in which he shall at the time reside for tax purposes, or under any other income tax law. Cisilie agrees to sign, at the request of Scotlund, a written declaration of the type contemplated by Section 152(e)(2) of the Code to the effect that she will not claim any Child as a dependent for any taxable year in which Scotlund is entitled to an exemption deduction for both Children under the terms of this paragraph.

(b) If the conditions for subparagraph (a) of this paragraph 9 are not satisfied with respect to any taxable year, then the Residential Parent for each unemancipated Child shall be entitled to claim on his or her federal income tax return any personal exemption deduction allowed for such unemancipated Child as a dependent pursuant to the provisions of Section 151 of the Code, and such party shall also be entitled to claim any similar exemption or deduction allowed by the income tax laws of the state or states in which she resides for tax purposes, or under any other income tax law. The other party will not claim such unemancipated Child as a dependent for such taxable year.

9. *Life Insurance.* (a) Scotlund agrees to maintain a life insurance policy on his own life in an amount equal to not less than US\$125,000 per unemancipated Child (US\$250,000 for two unemancipated Children). Scotlund agrees that he will maintain such policy in full force and effect and will not pledge, hypothecate or otherwise encumber such policy. Each unemancipated Child will be designated as an irrevocable beneficiary under the policy until her emancipation, and no one else will be designated as a beneficiary under the policy.

(b) Scotlund hereby authorizes Cisilie to obtain direct confirmation from the insurance carrier to confirm his compliance with the provisions of this

paragraph 10 and further agrees that he will, upon demand, execute and deliver to Cisilie without charge whatever instruments, documents or authorizations may be necessary in order that Cisilie may document Scotlund's compliance with this paragraph 10.

ARTICLE V
Tax Treatment of Payments Made
by One Party to the Other

No payment made in cash or in kind by Scotlund or Cisilie which may be construed as being to or for the benefit of the other, whether made hereunder or otherwise than hereunder, shall be includible in the gross income of Cisilie or Scotlund, nor deductible or creditable by Cisilie or Scotlund, for Federal or state income tax purposes.

ARTICLE VI
Costs to be Borne by Defaulting Party

If either party is in default in the performance of any of the provisions of this Agreement, and if such default is not remedied within fifteen (15) days after the sending of a written notice by registered mail to the defaulting party specifying such default, and if the other party shall institute and prevail in arbitration or legal proceedings to enforce the performance of such provisions by the defaulting party, then the defaulting party shall pay to the other party the necessary and reasonable arbitration costs, court costs and reasonable attorney's fees incurred by the other party in connection with such arbitration or legal proceedings.

ARTICLE VII
Effect of Reconciliation or
Resumption of Marital Relations;
Effect of Matrimonial Decrees

1. This Agreement shall not be invalidated or otherwise affected by a temporary reconciliation between the parties or a resumption of marital relations between them.
2. The parties covenant and agree that in the event that either of them shall obtain a final judgment or decree of separation or divorce, under the laws of any jurisdiction, it shall contain no provision for the support and maintenance of the Wife or the Husband and no provision for the settlement of the property rights of the parties except as herein provided.
3. The parties agree to submit this Agreement to the court granting such separation or divorce for ratification, confirmation, approval and adoption, it being their desire that the Agreement shall be ratified, confirmed, approved and

fully adopted by the court and incorporated in any such judgment or decree. Notwithstanding such incorporation, the terms and provisions of this Agreement shall not be merged in any such judgment or decree but shall in all respects survive the same. Each of the parties agrees that he or she will seek no modification of the Agreement through application to the court granting any judgment or decree of separation or divorce, or by application to any other court.


ARTICLE VIII
General Provisions

1. **Successors and Assigns.** This Agreement and all the obligations and covenants hereunder shall bind the parties, their heirs, executors, administrators, legal representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.
2. **Amendments.** No modification, rescission or amendment to this Agreement shall be effective unless in writing signed by the parties and acknowledged in the manner required to entitle a deed to be recorded.
3. **Entire Agreement.** This Agreement and its provisions merge any prior agreements, if any, of the parties and is the complete and entire agreement of the parties.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
5. **Further Assurances.** Each of the parties, without costs to the other, shall at any time and from time to time hereafter execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement.
6. **Complete Understanding.** Each party declares that he or she has carefully read this Agreement prior to signing it and is entering into this Agreement freely and of his or her own volition, with a complete understanding of all the terms and provisions contained herein.
7. **Severability.** In the event that any term, provision, paragraph, or article of this Agreement is or is declared illegal, void or unenforceable, the same shall not affect or impair the other terms, provisions, paragraphs or articles of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness or unenforceability of any term, provision, paragraph or article of this Agreement.
8. **No Waivers.** Failure of either party to insist on the performance of any provisions herein by the other party shall not be deemed to be a waiver of such provisions thereafter or of any other provisions herein, or a waiver of any subsequent breaches thereof. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties.

9. **Independent Legal Counsel.** Each of the parties has obtained independent legal advice from counsel of his or her own selection. The Husband was represented by James E. Smith, Esquire, Nevada Bar Number 52. The Wife was represented by David A. Stephens, Esquire, Nevada Bar Number 902.

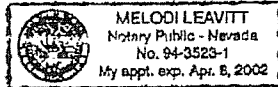
10. **Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals the day and year first above written.


R. Scottlund Vaile Cisilie A. Vaile

STATE OF Nevada)
: SS.:
COUNTY OF Clark

On this 14th day of JULY, 98 before me personally came R.
Scotlund Vaile to me known and known to me to be the individual described in
and who executed the foregoing instrument, and he duly acknowledged to me that
he executed the same.



Melodi Leavitt
Notary Public

STATE OF Great Britain and Northern Ireland
London, England } SS
COUNTY OF Embassy of the United States of America

On this 7 day of JULY, 1998, before me personally came
Cisilie A. Vaile to me known and known to me to be the individual described in
and who executed the foregoing instrument, and she duly acknowledged to me
that she executed the same.

Daria De-Pierre-Hollowell
Notary Public

DARIA DE-PIERRE-HOLLOWELL
CONSUL OF THE
UNITED STATES OF AMERICA
LONDON, ENGLAND

ORIGINAL

FILED

Nov 14 10 47 AM '07

CLERK OF THE COURT

0006
WILLICK LAW GROUP
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3591 E. Bonanza Road, Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100
Attorneys for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ROBERT SCOTLUND VAILE,

Plaintiff,

vs.

CISILIE A. VAILE,

Defendant.

CASE NO: 98D230385D
DEPT. NO: 1

DATE OF HEARING:
TIME OF HEARING:

ORAL ARGUMENT REQUESTED: Yes ☒ No ☐

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

MOTION
TO REDUCE ARREARS IN CHILD SUPPORT TO JUDGMENT, TO
ESTABLISH A SUM CERTAIN DUE EACH MONTH IN CHILD
SUPPORT, AND FOR ATTORNEY'S FEES AND COSTS

On March 13, 2006, the United States District Court for the District of Nevada entered *Judgment* in an action between these parties, finding the amount of outstanding child support arrears, among other findings of fact, and granting various relief. The original support order does not comport with the form required for such orders (as a dollar sum certain), hindering its enforcement.¹

¹ In accordance with NRS 125B.070.

WILLICK LAW GROUP
3591 East Bonanza Road
Suite 200
Las Vegas, NV 89110-2101
(702) 438-4100

MC

1 This Court has jurisdiction, as it entered the controlling support order, which has never been
2 registered elsewhere for modification. Both of the parties, and the children, live outside of the state
3 of Nevada, and Scotlund refuses to honor the terms of the federal court *Judgment*.

4 As a matter of comity, the federal District Court's *Judgment* should be recognized and
5 restated in a State court judgment to allow for recovery and enforcement of the child support
6 arrearages.

7 This Motion is based upon all the pleadings and papers on file, the following Points and
8 Authorities, the attached Affidavit of Defendant's counsel, and any oral argument that this Court
9 may wish to entertain.

10
11 **NOTICE OF MOTION**

12
13 TO: ROBERT SCOTLUND VAILE, Plaintiff, now in proper person.

14 YOU WILL PLEASE TAKE NOTICE that the undersigned will bring the above and
15 foregoing Motion on for hearing before the above-entitled Court located at 601 N. Pecos, Las Vegas,
16 Nevada on the 01-15-08
17 9:00 am, 2007, at the hour of o'clock m.,
18 in Department I of said Court.

19
20 **POINTS AND AUTHORITIES**

21 **I. FACTS**

22 Cisilie asks that this Court take judicial notice of the factual findings contained within the
23 Nevada Supreme Court *Opinion* issued on April 11, 2002, and the United States District Court
24 factual findings issued March 13, 2006.²

25
26
27 ² See *Vaile v. Eighth Judicial Dist. Court ex rel. County of Clark*, 118 Nev. 262, 44 P.3d 506 (2002); and
28 Exhibit A. The Nevada Supreme Court *Opinion* is, of course, binding as "the law of case." See, e.g., *Hornwood v. Smith's Food King No. 1*, 107 Nev. 80, 807 P.2d 208 (1991); *Wickliffe v. Sunrise Hospital*, 104 Nev. 777, 766 P.2d 1322 (1988); Black's Law Dictionary 893 (7th ed. 1999).

1 The parties were divorced as of August, 1998. The *Decree of Divorce* required Scotlund to
2 pay child support on a monthly basis to Cisilie, under a complex formula developed by him and
3 never modified by any Court, at a sum of approximately \$1,300 per month.

4
5 After the recovery of the children, Norway, in April, 2002, independently issued temporary
6 custody, support, and visitation orders, but did not modify the existing Nevada support order.
7 Scotlund has acknowledged receipt of the orders obligating him to pay child support and the
8 arrearages.

9
10 On February 27, 2006, this matter came before the United States District Court, District of
11 Nevada. That Court, on March 13, 2006, issued its *Findings of Fact and Conclusions of Law and*
12 *Decision*,³ and *Judgment*,⁴ awarding Cisilie arrears in child support payments, including interest and
13 penalties as of February, 2006, in the amount of \$138,500.

14
15 Scotlund has knowingly refused to provide support for his children, and his arrearages now
16 greatly exceed the criminal prosecution threshold set out in NRS 201.020(2).⁵ There is also an
17 outstanding contempt of court citation from the federal court that has never been responded to or
18 purged.

19
20 The Clark County District Attorney's office has advised that enforcement of the child support
21 arrearages would be facilitated by an order of this Court stating the support due as a sum certain due

22 ³ Exhibit A, copy of the District Court's *Findings of Fact and Conclusion of Law and Decision*.

23 ⁴ Exhibit B, copy of the District Court's *Judgment*.

24 ⁵ A person who violates the provisions of subsection 1 is guilty of a category C felony and shall be punished
25 as provided in NRS 193.130 if:

26 (a) His arrearages for nonpayment of the child support or spousal support ordered by a court total
\$10,000 or more and have accrued over any period since the date that a court first ordered the
defendant to provide for such support; or

27 (b) It is a second or subsequent violation of subsection 1 or an offense committed in another
jurisdiction that, if committed in this state, would be a violation of subsection 1, and his arrearages for
28 nonpayment of the child support or spousal support ordered by a court total \$5,000 or more and have
accrued over any period since that date that a court first ordered the defendant to provide for such
support.

1 each month; they also suggest that the State court order setting prospective support should
2 acknowledge the child support arrears already found to exist during the federal proceedings.

3 The *Judgment* issued by the United States District Court has continued to accrue interest and
4 penalties and has grown to an overall arrearage of \$235,884.09⁵ as of November 2, 2007. Neither
5 of the parties currently are living in Nevada. Cisilie and the children are residents of Norway, and
6 Scotlund now lives in California.⁷

7 This Motion follows.
8

9
10
11 **II. ARGUMENT**

12 **A. Scotlund's Child Support Arrears Should Be Reduced to Judgment**

13 Scotlund has knowingly refused to provide support for his children. The United States
14 District Court awarded Cisilie a judgment against Scotlund for arrears in child support payments,
15 including interest and penalties as of February, 2006, in the amount of \$138,500. He has ignored
16 it ever since.
17

18 Scotlund's arrearages have continued to grow since the U.S. District Court's *Judgment*.⁸
19 That further accrued sum should be reduced to judgment.
20
21
22
23
24

25 ⁵ The District Attorney has been able to collect only a pittance.

26 ⁷ He has listed two addresses; P.O. Box 727 Kenwood, CA 95452; and 1435 Adobe Canyon Rd, Kenwood, CA.
27 95452.

28 ⁸ See Exhibit C, Marshal Law calculation. The small amount that the District Attorney has been able to garnish
is included. The District Attorney's Office has not provide an update as to the amounts collected at the time of the
drafting of this motion, however, if received the calculations will be up date at the hearing on this matter.

1 B. A Sum Certain Judgment Is Required to Facilitate Collection

2 The 2001 amendment to NRS 125B.070 requires that all child support orders recite the
3 obligation as a sum certain to facilitate collection of future payments.⁹

4 Scotlund personally calculated and established the required child support as \$1,300 per
5 month, which has never since been modified by any Court since that time. This is the sum appearing
6 in the U.S. District Court's *Findings of Fact*.¹⁰ Scotlund had a six-figure income throughout the
7 marriage and afterwards, and has since enhanced his income-producing capacity by addition of a law
8 degree from Washington and Lee Law School in Virginia.
9

10 Since Scotlund has not filed an updated AFC nor ever requested modification of the figure
11 which he established, Cisilie requests this Court establish \$1,300 per month as the sum certain dollar
12 amount due for child support both before and after the date of this motion, but restate it as a dollar
13 sum certain in keeping with the statutory mandate.
14

15 In the *Vaile Opinion*, the Nevada Supreme Court found that the courts of this State had
16 jurisdiction to order and collect child support. This Court maintains jurisdiction to enforce that
17
18

19
20 ⁹ NRS 125B.070

21 1. As used in this section and NRS 125B.080, unless the context otherwise requires:

22 (b) "Obligation for Support" means *the sum certain dollar amount* determined according to the following
23 schedule:

- 24 (1) For one child, 18 percent;
25 (2) For two children, 25 percent;
26 (3) For three children, 29 percent;
27 (4) For four children, 31 percent;
28 (5) For each additional child, an additional 2 percent,

 of a parent's gross monthly income, but not more than the presumptive maximum amount per month per child
set forth for the parent in subsection 2 for an obligation for support determined pursuant to subparagraphs (1) and (4),
inclusive, unless the court sets forth findings of fact as to the basis for a different amount pursuant to subsection 6 of NRS
125B.080.
[Emphasis added.]

¹⁰ See Exhibit A at 5.

1 support order under UIFSA until and unless some other court obtains modification jurisdiction.¹¹
2 Modifying the order would require the party requesting modification to register the order where the
3 other party lives.¹² Scotlund has never registered and sought modification of the support order where
4 Cisilie lives, and Cisilie has never registered and sought modification where Scotlund lives. The
5 Nevada order remains the controlling order. We do not seek to modify it in any way, other than to
6 restate it as a sum certain dollar figure as required by our child support statute.
7

8
9
10 **C. Attorney Fees and Costs; Miscellaneous**

11 Scotlund has evaded paying support for his minor children for nearly eight years. Only a
12 pittance of the total sum due has ever been involuntarily collected. When arrears exist, as here, NRS
13 125B.140 directs the Court to include in any order for enforcement of child support "A reasonable
14 attorney's fee for the proceeding."
15

16 Because Scotlund has refused to pay support, Cisilie requests an award of attorney's fees and
17 costs pursuant to NRS 125.180(1):

18 When either party to an action for divorce, makes default in paying any sum of money
19 required by the judgment or order directing the payment thereof, the district court may make
20 an order directing entry of judgment for the amount of arrears, together with costs and a
21 reasonable attorney's fee.

22 The sum incurred in this motion proceeding is relatively small, compared to the hundreds of
23 thousands of dollars his misdeeds have caused to be incurred throughout the last decade, but a
24 summary in compliance with *Love* will be available prior to the hearing of this matter.
25

26
27 ¹¹ NRS 130.205 (A tribunal of this state issuing a support order consistent with the laws of this state has
28 continuing jurisdiction to enforce that order until and unless it is ever modified by a court having valid jurisdiction under
UIFSA to modify the order).

¹² See generally procedures set out at NRS 130.609-130.614.

AFFIDAVIT OF ATTORNEY

STATE OF NEVADA)
COUNTY OF CLARK)

Richard L. Crane, Esq., first being duly sworn, deposes and says that:

1 I am an attorney licensed to practice law in the State of Nevada, I am employed by the
2 WILLOCK LAW GROUP and am one of the Nevada attorneys for Cisilie Vaile Porsboll f.k.a. Cisilie A.
3 Vaile, the Defendant in this action.

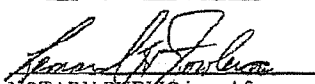
4 That pursuant to NRS 15.010, and because Cisilie is a resident of Norway, I make this
5 affidavit in her absence.

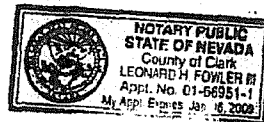
6 I have read the preceding Motion and know the contents thereof as true, except as to the
7 matters that are stated therein on my information and belief, and as to those matters, I believe them
8 to be true. The factual averments contained in the Motion are incorporated by reference as if set
9 forth in full herein.

10 I declare under penalties of perjury under the laws of the State of Nevada that the foregoing
11 is true and correct.


RICHARD L. CRANE, ESQ.

SIGNED and SWORN to before me
this ____ day of ____, 2007.


NOTARY PUBLIC in and for
said County and State



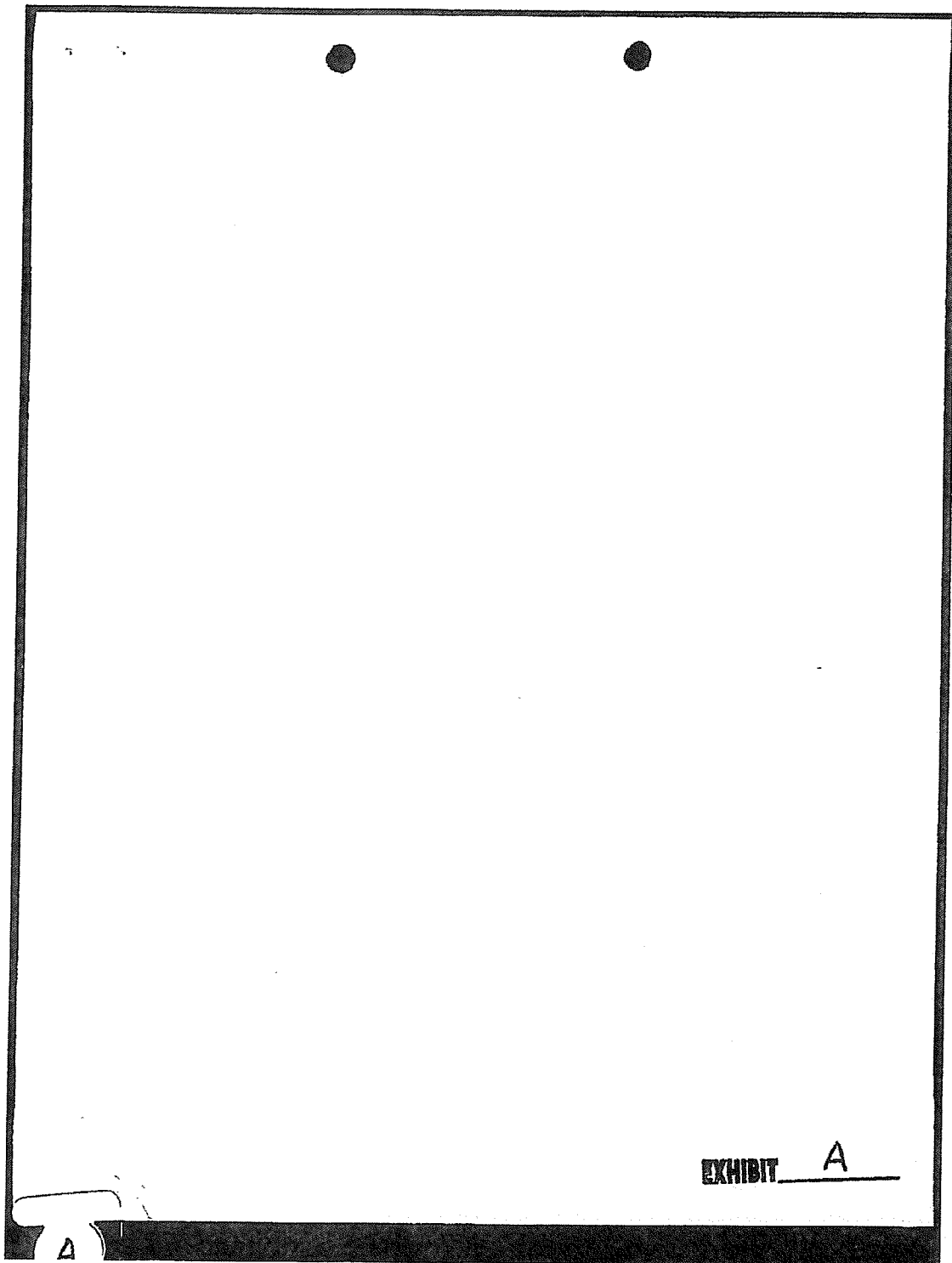


EXHIBIT A

1
2
3
4
5 UNITED STATES DISTRICT COURT
6 DISTRICT OF NEVADA
7 ***

8 CISILIE VAILE PORSBOLL,
9 fna CISILIE A. VAILE,
10 individually and as Guardian of
11 KAIA LOUISE VAILE and
12 DAMILLA JANE VAILE, minor children,

13 Plaintiff(s),

14 vs.

15 ROBERT SCOTLUND VAILE,

16 Defendant(s).

2:02-cv-0706-RLH-RJJ

FINDINGS OF FACT and
CONCLUSIONS OF LAW
and DECISION

17 This matter came on for trial, as duly scheduled and noticed, before the Honorable
18 Roger L. Hunt, U.S. District Judge, on February 27, 2006. Plaintiffs were represented by and
19 through their attorneys, the Willick Law Group. Defendant Robert Scotlund Vaile did not
20 appear. He had filed a "Notice of Cessation of Defense" (#303, filed February 21, 2006), noting
21 that he would not oppose an eventual judgment entered against him in this matter, and did not
22 appear at the Calendar Call on February 22, 2006, as ordered by the Court.

23 Having reviewed all the pleadings, exhibits, written affidavits, and being fully
24 advised of the facts and the law, the Court makes the following Findings of Fact and Conclusions
25 of Law and Decision, and renders the Judgment filed separately herein:
26

FINDINGS OF FACT

- 1
2 1. The findings of fact contained within the *Opinion* issued by the Nevada Supreme Court
3 on April 11, 2002,¹ are entitled to recognition by this Court; this Court exercises its
4 discretion to take judicial notice of the factual findings contained within that *Opinion*,
5 which are adopted and relied upon herein to the degree not otherwise specifically
6 addressed in these Findings of Fact.
- 7 2. Plaintiff Cisilie Porsboll, formerly known as Cisilie Vaile, is a citizen and resident of
8 Norway. Defendant R. Scotlund Vaile is a citizen of the United States who currently
9 claims residence in the State of Virginia, where he has indicated he is enrolled in law
10 school. Plaintiffs Kaia and Kamilla Vaile are the minor children of Cisilie and Scotlund,
11 and are residents of Norway, having dual citizenship.
- 12 3. As of August 1998, when the parties were divorced, Cisilie had physical custody of both
13 children, in Norway.
- 14 4. Defendant Scotlund intentionally committed a fraud upon the Eighth Judicial District
15 Court in and for the County of Clark, State of Nevada in his initial "Complaint for
16 Divorce," in *Vaile v. Vaile*, Case No. D230385. He made further and other false asser-
17 tions of fact in his later *Motion* filed in that case, under which he fraudulently induced
18 Judge Steel of that court to issue a change in custody. That Order was never domesti-
19 cated in Norway, and was ultimately set aside by the Nevada courts.
- 20 5. Defendant Scotlund violated federal law in seeking and obtaining "replacement" pass-
21 ports for the children that were subsequently utilized as part of their abduction or kidnap
22 from Norway.
- 23 6. Defendant Scotlund conspired with his friend, Anne Fonde DeBorggraaf, his brother-in-
24 law, Scott Bishop, and his parents, Buck and Janitye Vaile, to abduct the children from

25
26 ¹
See Vaile v. District Court, 118 Nev. 262, 44 P.3d 506 (2002).

1
2 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

3 * * * * *

4 CISILE A. PORSBOL F/K/A CISILIE ANNE VAILE,

S.C. NO. 53798
D.C. NO: 98-D-230385-D

5 Appellant,

6 vs.

7 ROBERT SCOTLUND VAILE,

8 Respondent.

Electronically Filed
Sep 02 2009 02:28 p.m.
Tracie K. Lindeman

9
10 Appeal from a Judgment of the
11 Eighth Judicial District Court Family Division

12
13 **APPELLANT'S APPENDIX**
14
15 **Volume 1**
16
17
18
19
20
21
22
23

24 MARSHAL S. WILICK, ESQ.
25 Attorney for Appellant
26 Nevada Bar No. 002515
27 3551 E. Bonanza Road, Suite 101
28 Las Vegas, NV 89110-2198
(702) 438-4100

MR. ROBERT SCOTLUND VAILE
Respondent *In Proper Person*
P.O. Box 727
Kenwood, California 95452
(707) 833-2350

INDEX

VOL	DESCRIPTION OF DOCUMENT	DATE FILED	PAGE NUMBER
1	Answer to Complaint for Divorce	08/07/1998	CAV00028-CAV00030
1	Complaint for Divorce	08/07/1998	CAV00001-CAV00027
1	Decree of Divorce	08/21/1998	CAV00031-CAV00060
1	Defendant's Fourth Supplement	07/30/2008	CAV00171-CAV00195
2	Defendant's Supplemental Brief on Child Support Principal, Penalties, and Attorneys Fees	08/14/2008	CAV00238-CAV00283
2	Excerpts from Transcript of hearing	06/11/2008	CAV00468-CAV00472
2	Excerpts from Transcript of hearing	07/11/2008	CAV00400-CAV00467
1	Friend of the Court Brief	07/09/2008	CAV00154-CAV00170
1	Motion to Reduce Arrears In Child Support to Judgment, To Establish A Sum Certain Due Each Month in Child Support, and For Attorney's Fees And Costs	11/14/2007	CAV00090-CAV00122
2	Notice of Appeal	05/06/2009	CAV00373-CAV00375
1	Notice of Entry of Decree of Divorce	08/26/1998	CAV00061-CAV00089
2	Notice of Entry of Findings of Fact, Conclusions of Law, Final Decision and Order	10/09/2008	CAV00344-CAV00372
2	Notice of Entry of Order and Order for Hearing Held June 11, 2008	09/11/2008	CAV00339-CAV00343
1	Notice of Entry of Order and Order for Hearing Held January 15, 2008	01/15/2008	CAV00144-CAV00153
1	Notice of Entry of Order Amending the Order of January 15, 2008	03/25/2008	CAV00125-CAV00128
2	Notice of Entry of Findings of Fact, Conclusions of Law, Final Decision and Order Re: Child Support Penalties NRS 125B.095	04/17/2009	CAV00376-CAV00399
1	Order Amending the Order of January 15, 2008	03/20/2008	CAV00129-CAV00143
1	Order on Defendant's Motion to Reduce Arrears in Child Support to Judgment	01/15/2008	CAV00134-CAV00124
1	Order for Hearing Held June 11, 2008	08/15/2008	CAV00235-CAV00237

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VOL	DESCRIPTION OF DOCUMENT	DATE FILED	PAGE NUMBER
1	Plaintiff's Supplemental Brief RE: Child Support Principal, Penalties, and Attorney Fees	08/01/2008	CAV00196-CAV00234
1	Supplement to Defendant's Motion to Reduce arrears In Child Support to Judgment, to Establish a Sum Certain Due Each Month In Child Support, and For Attorney's Fees and Costs	01/16/2008	CAV00129-CAV00133
2	Supplemental Friend of the Court Brief	09/05/2008	CAV00284-CAV00338

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Larissa L. Hansen
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1 COMD
2 JAMES E. SMITH, ESQ.
3 Nevada Bar #000052
4 214 South Maryland Parkway
5 Las Vegas, Nevada 89101
6 (702) 382-9181
7 Attorney for Plaintiff,
8 R. SCOTLUND VAILE

DISTRICT COURT
CLARK COUNTY, NEVADA

9 R. SCOTLUND VAILE,)

10 Plaintiff,)

11 vs.)

12 CISILIE A. VAILE,)

13 Defendant.)

CASE NO. D 230385
DEPT. NO. G
DOCKET:

14 COMPLAINT FOR DIVORCE

15 COMES NOW Plaintiff R. SCOTLUND VAILE, by and through his attorney,
16 JAMES E. SMITH, ESQUIRE, and for a Cause of Action against Defendant, CISILIE A.
17 VAILE, complains and alleges as follows:
18

19 I.

20 That Plaintiff is a resident of the State of Nevada, and for a period of more than
21 six weeks immediately preceding the commencement of this action, has resided and
22 been physically present in the State of Nevada, and now resides and is domiciled
23 therein, and during all of said period of time, Plaintiff has had, and still has the intent
24 to make the State of Nevada his home, residence and domicile for an indefinite period
25 of time.
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JAMES E. SMITH
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1 II.

2 That Plaintiff and Defendant were intermarried in Salt Lake City, Utah on or
3 about June 6, 1990, and ever since have been husband and wife. That there exists
4 between the parties an Agreement, marked Exhibit 1, attached hereto and incorporated
5 herein by reference, which addresses all issues concerning child custody and visitation,
6 child maintenance and support, division of assets and debts and spousal support and
7 maintenance.
8

9 III.

10 That there are two minor children born the issue of this marriage, to wit: KAIA
11 LOUISE VAILE, born 05/30/91 and KAMILA JANE VAILE, born 02/13/95. There are
12 no minor adopted children, and Defendant is not now pregnant to the best of Plaintiff's
13 knowledge. That all issues concerning the children are covered in the above-
14 referenced Agreement.
15

16 IV.

17 That the community property of the parties be divided as set forth in the above-
18 referenced Agreement.
19

20 V.

21 That the community debts of the parties be divided as set forth in the above-
22 referenced Agreement.
23

24 VI.

25 That both parties waive any right each may have to spousal support.
26
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28

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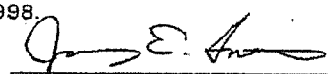
VII.

That the parties hereto are incompatible and there is no possibility of reconciliation between them, as their tastes, mental dispositions, views and likes and dislikes have become so widely separate and divergent.

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the bonds of matrimony now and heretofore existing between Plaintiff and Defendant be dissolved, set aside, and forever held for naught, and that the parties hereto, and each of them, be restored to a single, unmarried state;
2. That the child custody, visitation, support and maintenance be ordered as set forth in Paragraph III above;
3. That the community property be divided as set forth in Paragraph IV above;
4. That the community debts be divided as set forth in Paragraph V above;
5. For such other and further relief as this Court may deem just and proper in the premises.

DATED this 14 day of July, 1998.


JAMES E. SMITH, ESQUIRE
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(702) 382-9181
Attorney for Plaintiff
R. SCOTLUND VAILE

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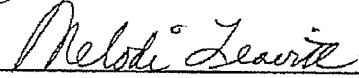
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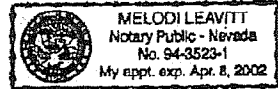
STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

R. SCOTLUND VAILE, being first duly sworn, deposes and says, that he is the Plaintiff in the above-entitled action, that he has read the foregoing **Complaint for Divorce** and knows the contents thereof, and that the same are true of his own knowledge, except for those matters therein stated on information and belief, and as to those matters he believes them to be true.


R. SCOTLUND VAILE

SUBSCRIBED and SWORN to before me 07/14/98.


NOTARY PUBLIC in and for said County and State



AGREEMENT made as of July ____, 1998 by and between R. Scotlund Vaile (hereinafter referred to as the "Husband" or "Scotlund"), and Cisilie A. Vaile (hereinafter referred to as the "Wife" or "Cisilie").

RECITALS

WHEREAS, the parties were married on June 6, 1990 in Salt Lake City, Utah, United States of America;

WHEREAS, the Husband is a citizen of the United States of America, and the Wife is a citizen of Norway and a permanent resident of the United States of America;

WHEREAS, there are two children born of the marriage, namely, Kaia Louise Vaile, born on May 30, 1991 and Kamilla Jane Vaile, born on February 13, 1995;

WHEREAS, certain unhappy and irreconcilable differences have arisen between the parties as a result of which the parties have concluded that they are incompatible with each other and have agreed to live separate and apart from each other, and it is their intention to live separate and apart from each other for the rest of their natural lives; and

WHEREAS, the parties desire that this Agreement, which is entered into after due and considered deliberation, shall constitute an agreement of separation between them and shall determine the rights of the parties with respect to all property, whether real or personal, wherever situated, now owned by the parties or either of them, or standing in their respective names or which may hereafter be acquired by either of the parties, and shall determine all other rights and obligations of the parties arising out of their marital relationship.

NOW THEREFORE, in consideration for the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

Separation of the Husband and the Wife

1. **Separation.** The parties have agreed to live separate and apart from each other, and they shall hereafter live separate and apart from the other free from interference of any marital authority or control of the other, as fully as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, profession, business or trade which he or she may desire to pursue, free from interference or any marital authority or control of the other party.

2. **No Interference.** Neither party shall in any manner annoy, molest or otherwise interfere with the other party, nor shall either party at any time

institute any action, proceeding or suit to compel the other party to cohabit or dwell with him or her, or for the restoration of conjugal rights.

ARTICLE II
Each Party Shall be Free
to Institute Suit for Divorce

1. Each of the parties shall be free at any time hereafter to institute suit for absolute divorce against the other. The execution of this Agreement shall not be deemed to constitute a waiver or forgiveness of any conduct on the part of either party which may constitute grounds for divorce.

2. Notwithstanding paragraph 1 of this Article, the parties hereby agree that they shall file for divorce, and for confirmation of the provisions governing the custody of their Children and child support contained herein, in a court of competent jurisdiction in the State of Nevada, United States of America, before July 31, 1998 or as soon as possible thereafter.

3. Each of the parties shall be responsible for his or her own legal fees in connection with instituting suit for divorce or seeking confirmation of the provisions governing the custody of their Children and child support contained herein, *provided* that in the event the parties proceed in a manner specified in paragraph 2 of this Article Scotlund shall pay all filing or other similar fees with the State of Nevada and, if they use the same attorney in connection therewith, Scotlund shall pay all fees and expenses of such attorney.

4. Each party agrees not to take any action inconsistent with their intent as expressed in paragraph 2 of this Article or any other provision of this Agreement, provided that the other party shall proceed in good faith to obtain the divorce and confirmation of the custody and child support provisions of this Agreement as specified in paragraph 2 of this Article. This paragraph 4 shall terminate on July 1, 1999.

ARTICLE III
Settlement of Financial Rights and
Obligations Between the Spouses

1. **Division of Marital Property.** (a) **Husband's Financial Representation.** The Husband hereby represents and warrants to the Wife that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts, 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Husband or otherwise owned by him, whether individually, jointly or otherwise, or which may be held for his benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (US\$0.00), (ii) the Husband does not own, whether individually, jointly or otherwise, any real

property, (iii) the Husband does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Wife and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Husband has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Wife.

(b) **Wife's Financial Representation.** The Wife hereby represents and warrants to the Husband that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts, 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Wife or otherwise owned by her, whether individually, jointly or otherwise, or which may be held for her benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (US\$0.00), (ii) the Wife does not own, whether individually, jointly or otherwise, any real property, (iii) the Wife does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Husband and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Wife has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Husband.

(c) **Joint Financial Assets.** The parties hereby acknowledge and agree that the aggregate market value of all cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common, is the US dollar equivalent of not more than US\$500.

(d) **Division of Financial Assets.** Upon the execution of this Agreement, (i) the Husband shall pay to the Wife US\$250 in immediately available funds and (ii) the Wife shall transfer to the Husband all joint financial assets referred to in subparagraph (c) of this paragraph 1, including any credit or debit cards for which the Husband is or may be held jointly liable.

(e) **Equitable Division of Tangible Personal Property.** The parties agree to divide equitably between themselves, all of the furniture, furnishings, rugs, pictures, books, silver, plate, china, glassware, objects of art, and other tangible personal property acquired by them during the course of their marriage.

(f) **Individual Property.** Subject to the representations and warranties contained in subparagraphs (a)-(c) of this paragraph 1, the parties agree that except for the dispositions provided in subparagraphs (d) and (e) of this paragraph 1, each party shall retain full ownership and control of all property currently standing in his or her name, whether individually, jointly or otherwise,

or which may be held for his or her benefit by third parties, or to which he or she shall have any right of whatsoever nature, and whether such property interests or rights are present or contingent, vested or unvested, and each agrees that all such property is the separate property of the other and shall belong to the other alone.

2. *Debts.* (a) *Debts Previously Contracted.* The Husband agrees to assume and be solely answerable and liable for all debts, charges and liabilities of whatever kind incurred by either party during their marriage and before the date hereof, and hereby covenants and agrees that he will indemnify and hold the Wife harmless from any and all claims made by third parties because of any debts, charges or liabilities incurred by either party during their marriage and before the date hereof, except for:

(i) any debts, charges or liabilities incurred by the Wife for any purpose during their marriage, whether by credit or debit card or otherwise, and before the date hereof that (A) have not been disclosed to the Husband and (B) are individually or collectively more than US\$500; and

(ii) that certain loan from Barclay's Bank incurred by the Wife in her name and represented by the note attached as Exhibit A hereto, in an aggregate principal amount of GBP 8,000, which was used by the Wife for educational and employment training purposes.

(b) *Future Debts.* Each party covenants and agrees that from and after the date hereof, he or she will not contract any debts, charges or liabilities for which the other party, or his or her property or estate, shall be or become answerable or liable, and each of the parties covenants and agrees that he or she will indemnify and hold the other party harmless from any and all claims made by third parties because of any debts or liabilities incurred by him or her on or after the date hereof.

3. *Income Taxes.* (a) *Past Income Tax Liability.* The Husband represents and warrants to the Wife that all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of other taxing jurisdictions arising out of any income earned or realized by either party during their marriage have been paid, that no interest or penalty is due with respect to any such income taxes; and that no tax deficiency proceeding is pending or threatened against either of them with respect to such income taxes for any taxable period ending on or before December 31, 1997, and agrees to indemnify and hold the Wife harmless from and against any and all additional tax assessments, penalties and/or interest relating to any income tax returns that were or should have been filed by the parties in such taxing jurisdictions, except for any additional tax assessments, penalties and/or interest relating to any income earned or realized by the Wife before December 31, 1997 that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000.

(b) *Current and Future Income Taxes.* The Husband agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of any other taxing jurisdiction arising out of any income earned or realized by either party from January 1, 1998 through the date hereof and for any income earned or realized by the Husband on or after the date hereof, and hereby covenants and agrees to indemnify and hold the Wife harmless from and against any and all such income tax liability, except for any such income taxes arising out of any income earned or realized by the Wife before the date hereof that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000. The Wife agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. and Norwegian income taxes, and all income taxes of any other taxing jurisdiction, arising out of any income earned or realized by the Wife after the date hereof, and hereby covenants and agrees to indemnify and hold the Husband harmless from any and all such income tax liability.

(c) *Audits.* In the event of any audit or proposed deficiency arising out of any income earned or realized by either party during their marriage, each party will cooperate with the other to contest or compromise the proposed deficiency. Such cooperation shall include, but shall not be limited to, the following:

(i) the making available of such books, records, and other data as may be in a party's possession or under his or her control and necessary with respect to the conduct of any tax audit or examination or necessary to the resolution of any dispute arising thereunder; and

(ii) joining in and executing any protest, petition or document in connection with any proceedings for the purpose of contesting, abating or reducing any tax, penalty or interest assessed or due or any part thereof.

4. *Waivers and Releases.* (a) *Generally.* Except as otherwise expressly provided herein, each of the parties hereby WAIVES and RELEASES any and all rights in the real or personal property of the other, or in the estate of the other, or which may be assertable against the other, which he or she has acquired or shall acquire by reason of marriage to the other, or which he or she has or shall have as a spouse, surviving spouse or former spouse of the other, whether arising under the laws of the State of Nevada or under the laws of any other jurisdiction, and whether now owned or hereafter acquired, including, without limiting the generality of the foregoing, the following:

(i) any right to have property acquired by either or both of the parties during their marriage treated as marital property or community property or quasi-community property, or to seek an equitable distribution or other division of such property, or to seek a distributive award or any other similar interest, it being the intent of each of the parties to provide for the distribution of their property by this Agreement;

(ii) any other right to share in the property or estate of the other during his or her lifetime, however such right might arise or of whatever nature;

(iii) any right to share in the property or estate of the other upon his or her death, whether such right is in the nature of an inheritance, a right to intestate distribution, a right to elect against the will of the other, a right of curtesy, dower, spouse's exemption or allowance, a homestead right, a usufruct in the property of the other, or any other right of a nature similar to the foregoing;

(iv) any right to act as the administrator of the estate of the other, or as conservator, committee or guardian of the person or property of the other, except to the extent voluntarily appointed pursuant to an instrument executed after the date hereof; or

(v) any right to receive support or maintenance from the other during their marriage or following termination of their marriage, whether such termination occurs by reason of the dissolution of the marriage or by reason of the death of one of the parties, it being agreed between the parties that neither support nor maintenance is desired or necessary.

(b) *Legal Actions.* Each of the parties does hereby mutually release and discharge the other from any and all other actions, suits, rights, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or hereafter may have against the other upon or by reason of any matter, cause or thing up to the date hereof, it being the intention of the parties that henceforth there shall exist, as between them, only such rights and obligations as are specifically provided for in this Agreement.

(c) *Further Assurances.* Each party agrees that he or she will execute any further waivers, releases, assignments, deeds or other instruments which may be necessary to effectuate or accomplish the purpose of the waivers and releases contained in this Article. In this connection, each of the parties, upon the request of the other, expressly agrees to consent to any disposition, beneficiary designation, and selection of the form of distribution of any pension or other qualified plan benefits accrued by or for the other.

(d) *Future Devises or Bequests.* Nothing contained in this paragraph 4 shall be deemed to constitute a waiver by either party of any devise or bequest made to him or her by any Will or Codicil of the other executed after the date of this Agreement.

5. *No Spousal Support.* Neither party shall have any obligation for the support or maintenance of the other party now or in the future. Each party hereby acknowledges that he or she is capable of supporting himself or herself at a standard of living acceptable to him or her and waives his or her right, if any, to receive any support or maintenance from the other party now and forever more.

ARTICLE IV
Custody and Visitation of the Children

1. *Joint Custody.* The parties shall have joint custody of their children, Kaia Louise Vaile (hereinafter "Kaia") and Kamilla Jane Vaile (hereinafter "Kamilla") during their minority (Kaia and Kamilla are hereinafter sometimes collectively referred to as the "Children" and individually referred to as a "Child").

2. *Primary Residence.* Subject to the visitation rights set forth in paragraph 3 of this Article, each Child's primary residence during her minority shall be as follows (the party with whom such Child has primary residence being referred to hereinafter as the "Residential Parent" for such Child and the other party being hereinafter referred to as the "Non-Residential Parent" for such Child):

(a) *Until Age 10.* Until July 1 of the year in which each Child shall have reached the age of ten (10) years old, such Child's primary residence shall be with Cisilie.

(b) *From Age 10 to Age 11.* From July 1 of the year in which each Child shall have reached the age of ten (10) years old until July 1 of the year in which such Child shall have reached the age of eleven (11) years old, such Child's primary residence shall be with Scotlund.

(c) *From Age 11 to Age 12.* From July 1 of the year in which each Child shall have reached the age of eleven (11) years old until July 1 of the year in which such Child shall have reached the age of twelve (12) years old, such Child's primary residence shall be with Cisilie.

(d) *After Age 12.* On July 1 of the year in which each Child shall have reached the age of twelve (12) years old and on July 1 of each year thereafter, such Child shall have the right to choose whether such Child's primary residence until July 1 of the next succeeding year shall be with Cisilie or Scotlund, and the party that is not selected shall respect the choice of the Child.

3. *Visitation Rights.* Notwithstanding paragraph 2 of this Article, the parties shall have the following visitation rights:

(a) *One Residential Parent.* For any period during which each unemancipated Child shall have the same Residential Parent, and subject to subparagraph (c) of this paragraph 3, the Non-Residential Parent shall have the right to have such unemancipated Child visit or stay with him or her during the following periods:

(i) during one-half (1/2) of the Christmas, Easter and other school vacations of two or more consecutive days, except for summer vacation;

(ii) during the entire summer vacation, except for the first three weeks of such summer vacation which shall constitute the "Residential Parent's Vacation Period";

(iii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the Residential Parent's Vacation Period;

(iv) every Wednesday evening from 6:00 pm until 9:00 pm, except during the Residential Parent's Vacation Period; and

(v) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.

(b) *Two Residential Parents.* For any period during which each party is a Residential Parent with respect to one of the unemancipated Children but not the other, and subject to subparagraph (c) of this paragraph 3, each party shall have the right to have both unemancipated Children visit or stay with him or her during the following periods:

(i) during one-half (1/2) of the Christmas, Easter, summer and other school vacations of two or more consecutive days;

(ii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the other party's summer vacation period;

(iii) every other Wednesday evening from 6:00 pm until 9:00 pm, except during the other party's summer vacation period; and

(iv) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.

(c) *Birthdays and Holidays.* Notwithstanding any other provision to the contrary:

(i) *Odd-Numbered Years.* In odd-numbered years, (A) Scotlund shall have the right to have each Child visit and stay with him the day before such Child's birthday, Christmas Day, the day before Father's Day, Father's Day and the day before (January 4) Scotlund's birthday and

(B) Cisilie shall have the right to have each Child visit and stay with her on such Child's birthday, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, the day before Mother's Day, Mother's Day and Cisilie's birthday (January 5), from 8:00 am on the day mentioned until 8:00 am on the following day.

(ii) *Even-Numbered Years.* In even-numbered years, (A) Scotlund shall have the right to have each Child visit and stay with him on such Child's birthday, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, the day before Father's Day, Father's Day and Scotlund's birthday (January 5) and (B) Cisilie shall have the right to have each Child visit and stay with her on the day before such Child's birthday, Christmas Day, the day before Mother's Day, Mother's Day and the day before (January 4) Cisilie's birthday, from 8:00 am on the day mentioned until 8:00 am on the following day.

(d) *Foreign Travel.* Without limiting the generality of each party's right to travel with the Children, each party shall be free to travel with the Children within or outside the United States to the extent such travel is consistent with the other party's visitation or Residential Parent's rights hereunder,

4. *Residency in the United States.* (a) *Generally.* Subject to paragraph 5, each party covenants and agrees that if at any time it shall be the Residential Parent and for so long as it remains the Residential Parent, such party shall make its primary residence in the United States of America in the greater metropolitan areas of Las Vegas, Nevada; Salt Lake City, Utah; San Francisco, California; San Diego, California; Denver, Colorado; Charlotte, North Carolina; Boston, Massachusetts; or any other city on which the parties shall hereafter mutually agree by amendment to this Agreement in accordance with paragraph 2 of Article VIII (each an "Accepted Metropolitan Area"). Each party that is now or shall hereafter become a Residential Parent shall endeavor to provide the Non-Residential Parent with a reasonable opportunity to reside within twenty miles of the Residential Parent in one of the Accepted Metropolitan Areas.

(b) *Initial Residential Parent.* Subject to paragraph 5, Cisilie agrees that as the initial Residential Parent she will take up residence within twenty miles of Scotlund's place of residence in whichever of the Accepted Metropolitan Areas that he shall have selected (the "Initial Accepted Metropolitan Area"), subject to the following conditions:

(i) Cisilie shall have no obligation to move to the United States to take up residence there before July 1, 1999;

(ii) Scotlund shall have given Cisilie at least four weeks prior notice of the timing of such move;

(iii) Scotlund shall pay or cause his employer to pay all of Cisilie's and the Children's reasonable moving expenses from Oslo, Norway to the Initial Accepted Metropolitan Area, including:

- (A) prepaid airfare (via London or otherwise);
- (B) moving expenses for a reasonable amount of personal effects;
- (C) meals and lodging in London or any other destination between Norway and the Initial Accepted Metropolitan Area where they are required to stay overnight;
- (D) meals and lodging at the Initial Accepted Metropolitan Area until Cisilie is able to move into a suitable apartment for herself and the Children, but in no event for more than 21 days after their arrival; and
- (E) the first month's rent for the apartment selected by Cisilie for herself and the Children in the Initial Accepted Metropolitan Area.

(iv) There shall at the time Cisilie first arrives and shall thereafter continue to be reasonably suitable and affordable housing for Cisilie and the Children within twenty miles of Scotlund's place of residence in the Initial Accepted Metropolitan Area.

(v) Cisilie shall have the right to change her place of residence within the Initial Accepted Metropolitan Area at any time and as many times as she wishes, provided that her new place of residence remains within twenty miles of Scotlund's initial place of residence.

(vi) Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to any other Accepted Metropolitan Area, upon the occurrence of any of the following events:

(A) Scotlund shall have relocated his place of residence more than 100 miles from the center of the Initial Accepted Metropolitan Area;

(B) there is no longer reasonably suitable and affordable housing for Cisilie and the Children within the Initial Accepted Metropolitan Area; or

(C) the parties shall have mutually agreed in writing.

(vii) If Scotlund shall have moved more than twenty (20) miles of Cisilie's place of residence, Cisilie shall have no obligation to relocate to within twenty (20) miles of his new residence, but instead shall be free

to relocate anywhere within the Initial Accepted Metropolitan Area subject to her general obligation set forth in the second sentence of paragraph 4(a) of this Article.

(viii). Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to anywhere in the world if she is no longer a Residential Parent.

5. *Temporary Residence in Norway.* (a) From the date hereof until the later of July 1, 1999 and the date on which Scotland shall have arranged to move Cisilie and the Children to the United States in accordance with paragraph 4(b), Cisilie shall have the right to reside with the Children in the greater metropolitan area of Oslo, Norway.

(b) *Scotland's Visitation Rights.* In addition to his visitation rights contained in paragraphs 3(a)(v) and 3(c) of this Article, but in lieu of his visitation rights contained in paragraphs 3(a)(i), (ii), (iii) and (iv) and 3(b) of this Article, Scotland shall have the right to have each Child visit and stay with him as follows:

(i) during one of the Children's school vacations other than Christmas vacation, in Norway or outside Norway; and

(ii) two four-day weekends per month, in Norway, provided he gives Cisilie at least two-weeks prior notice of each visit.

(c) *Private Education.* For so long as Kaia resides in Norway, Scotland shall have the right to select and pay for her education at a school located within twenty kilometers of Oslo's center.

6. *Information About Children's General Welfare.* Each party agrees to keep the other reasonably informed of the whereabouts of the Children, and agrees that if either of them has knowledge of any serious illness or accident or other circumstances affecting either of the Children's health or general welfare, prompt notice thereof will be given to the other of such circumstances.

7. *Fostering Good Feelings.* Each party shall exert every reasonable effort to maintain free access and unhampered contact between the Children and the other party and to foster a feeling of affection between the Children and the other party. Neither party shall do anything that may estrange the Children from the other party or injure the Children's opinion as to the other party or that may hamper the free and natural development of the Children's love and respect for the other party.

8. *Consultation.* The parties agree to consult with each other with respect to the Children's education, religious training, summer camp selection, illness and operations (except in emergencies), health, welfare and other matters

of similar importance affecting the Children, whose well-being, education and development shall at all times be the paramount consideration of the parties.

9. *Access to Information.* Each party shall be entitled to complete detailed information from any school and other educational institution, baby-sitting or day-care facility, religious institution, pediatrician, general physician, dentist, consultant or specialist attending either of the Children and to be furnished with copies of any reports available from them.

10. *Medical.* Each party agrees that in the event of serious illness of either of the Children at any time, the other party shall have the right of reasonable visitation with the ill child at the place of confinement.

11. *Religious Preference.* The parties agree that the Children will be raised as members of The Church of Jesus Christ of Latter-day Saints and that each Child shall be allowed to be baptized and confirmed a member of such church after reaching the age of eight (8) years. Each party shall be responsible for providing the other with evidence annually that he or she remains an active member of such church in good standing. Each party agrees that a valid temple recommend issued by such church in the other party's name shall be conclusive evidence of such activity and standing. Scotlund shall have the right to baptize and confirm each Child a member of such church, provided that he shall be a member in good standing authorized by such church to perform such ordinances at the time such Child elects to be so baptized and confirmed.

12. *Telephone Calls.* The Non-Residential Parent shall have the right to make one telephone call per day of not more than 30 minutes to each of the Children between the local times of 8:00 am and 8:00 pm.

13. *Surname.* The Children shall not be known or registered by any surname other than "Vaile" during his or her minority.

14. *Death of the Parties.* The parties agree that the Children will reside with Scotlund after the death of Cisilie, and the Children will reside with Cisilie after the death of Scotlund.

15. *Grandparents.* The parties shall exert every reasonable effort to maintain free access between the Children and both sets of grandparents, and will allow reasonable periods of time for the Children to visit and be visited by the grandparents, provided, however, that if either Child is under the age of thirteen (13) years, he or she shall not visit the grandparents overnight unless he or she is accompanied by one of the parties.

16. *No Waivers.* The rights of visitation are wholly optional and the non-exercise in whole or in part, shall not constitute a waiver of visitation rights nor shall it deprive any party of the right to insist thereafter on strict compliance with visitation rights.

(i) Gross income as should have been reported in the most recent federal income tax return, assuming U.S. residence for tax purposes, plus any tax-exempt income. For purposes of this subparagraph (i), each of the parties shall be presumed to be required to file a federal income tax return.

(ii) To the extent not already included in gross income in subparagraph (i) of this subparagraph (b), investment income reduced by necessary sums expended in connection with such investment.

(iii) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the amount of income or compensation voluntarily deferred and income received, if any, from the following sources:

- (A) workers' compensation,
- (B) disability benefits,
- (C) unemployment insurance benefits,
- (D) social security benefits,
- (E) veterans benefits
- (F) pensions and retirement benefits
- (G) fellowships and stipends, and
- (H) annuity payments.

(iv) An amount imputed as income based upon the party's former resources or income, if a court would determine that the party has reduced resources or income in order to reduce or avoid his or her obligation for child support.

(v) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the following self-employment deductions attributable to self-employment carried on by the party:

(A) any depreciation deduction greater than depreciation calculated on a straight-line basis for the purpose of determining business income or investment credits; and

(B) entertainment and travel expenses deducted from business income to the extent such expenses reduce personal expenditures.

(vi) The following shall be deducted from income to the extent otherwise included in income under subparagraphs (i) to (v) of this subparagraph (b):

(A) unreimbursed employee business expenses except to the extent that such expenses reduced personal expenditures;

(B) alimony or maintenance actually paid to a spouse not a party to this Agreement pursuant to court order or validly executed written agreement;

(C) child support actually paid pursuant to court order or written agreement on behalf of any child for whom either party has a legal duty or support and who is not subject to this Agreement;

(D) public assistance;

(E) supplemental security income;

(F) local income or earnings taxes actually paid;

(G) federal insurance contributions act (FICA) taxes actually paid; and

(H) any cost of living adjustment (COLA), housing allowance and other expatriate compensation that shall have been provided to either party by his or her employer in addition to his or her regular salary, bonus or other income to compensate for the increased cost of living outside the United States relative to living in the United States, it being understood and agreed that Scotlund's annual salary, bonus and other income as of the date hereof is approximately US\$70,000 and his annual COLA, housing allowance and other expatriate compensation is approximately US\$65,000.

(c) The term "Appropriate Child Support Percentage" shall mean (i) twenty-five percent (25%) for any period during which Cisilie is the Residential Parent for two unemancipated Children, (ii) eighteen percent (18%) for any period during which Cisilie is the Residential Parent for one unemancipated Child but clause (ii) is not satisfied and (iii) zero percent (0%) for any period during which neither clause (i) nor clause (ii) is satisfied.

(d) The Basic Child Support Obligation shall be determined as of August 1, 1998 (the date on which Scotlund's Basic Child Support Obligation commences) and shall be redetermined as of the first (1st) day of July in each year the obligation exists (based upon the Combined Income for the period covered by the most recent federal tax return, as set forth in paragraph 2 of this Article).

(e) *Tax Returns*

(i) *Tax Returns.* No later than thirty (30) days before the date as of which the Basic Child Support Obligation is to be determined, each party shall submit to the other a copy of his or her most recent federal income tax return, and any supporting data that may be reasonably required, and any other data necessary to establish Combined Income under paragraph 2(b) of this Article. Notwithstanding the foregoing, in the event either party remarries and files joint returns with a spouse or in the event that either party was not required to file a federal tax return for the most recent tax year, such party may elect to submit in lieu of the most recent federal tax return, a certified statement of the amount of his or her income determined in accordance with paragraph 2(b) of this Article.

(ii) *Access to Data.* Upon the request of either party, the other party shall make available for examination by the requesting party, all data as shall be reasonably necessary to enable the requesting party to determine the accuracy of the other party's claimed income.

(iv) *Income Tax Audits.* Each party shall furnish notice to the other of any audits which may be conducted in connection with any tax returns which may hereafter be submitted by him or her, and shall also furnish copies of any letter or other instrument received from any taxing authority setting forth the result of such audit. In addition, each party shall inform the other of any material change in the income previously reported to the other by any federal tax return or any certified statement.

3. *Sample Computation.* The sample computation contained in this Article are not material provisions of its execution as between the parties, and neither party is relying upon them or the amounts set forth below in entering into this Agreement. The calculation of the Basic Child Support Obligation in accordance with the aforementioned statutes, which would presumptively result in the correct amount of child support to be awarded, is as follows:

Scotlund's Income = US\$70,000
Cisilie's Income = US\$30,000
2 children = 25% of US\$100,000 = US\$25,000
Scotlund's Pro Rata Share = US\$25,000 * 7/10 = US\$17,500.

5. *Medical Expenses*

(a) *Medical Insurance.* Commencing with the date of execution of this Agreement and terminating upon the earlier of the death of Scotlund or the emancipation of each Child, Scotlund agrees to furnish medical insurance for the benefit of each Child, at his own expense if not provided to him by his employer. Cisilie shall advise Scotlund of the availability and cost of any medical insurance that may be furnished to her for the Children by an employer in order that Scotlund need not duplicate coverage. For uninsured medical or dental expenses, Scotlund shall pay one-half (1/2) of such expenses, provided such expenses are reasonable.

(b) *Insurance Reimbursements.* Cisilie agrees that she will promptly fill out, execute and deliver to Scotlund all forms and provide all information, including copies of bills, in connection with any application he may make for reimbursement of medical or dental expenses under any insurance policy. Similarly, Scotlund agrees that he will promptly fill out, execute and deliver to Cisilie all forms and provide all information, including copies of bills, in connection with any application she may make for reimbursement of medical or dental expenses under any insurance policy. If either party shall have advanced moneys for such expenses that are covered by insurance and for which a recovery is made for insurance claims filed for such expenses, the payment by the insurance carrier shall belong to the party advancing such moneys and any checks or drafts or proceeds thereof from the insurance carrier shall be promptly turned over to the party so advancing such moneys.

(c) *Proof of Compliance.* Scotlund will furnish to Cisilie promptly upon her request documentation and other proof of his compliance with the provisions of this paragraph 5, and Cisilie, in addition, is hereby authorized to obtain direct confirmation of compliance or noncompliance from any insurance carrier or employer.

(d) *Exception for Norwegian Medical Expenses.* Notwithstanding the foregoing, for so long as Cisilie resides with the children in Norway, Cisilie shall be responsible for the Children's medical expenses to the extent such expenses are or may be covered by the government of Norway.

6. *Emancipation.* A child shall be deemed "emancipated" for all purposes of this Agreement upon the first to occur of the following events: (i) the Child's attaining the age of eighteen (18) years and high school completion or attaining the age of nineteen (19); (ii) the Child's marriage; (iii) the Child's death; (iv) the Child's full-time gainful employment excluding vocational and seasonal employment, provided, however, that if the Child shall cease to have full-time employment, then upon that event the Child shall no longer be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (iii) above and (v) - (vii) below; (v) the Child's primary residence away from one of the party's homes other than for attendance at school; (vi) the Child's entry into the Armed Forces of the United States or into the Peace Corps or other similar service, provided, however, that upon discharge from the Armed Forces, Peace Corps or other similar service, the Child shall not be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (v) above; or (vii) any event other than an event defined in (i) - (vi) above that would constitute emancipation under the laws of Nevada.

7. *Statutory Child Support Guidelines.* The parties have been advised of the guidelines for establishing appropriate amounts for child support under Nevada law and that such guidelines may provide for different amounts of child support and a different pattern of allocation than that provided in this Agreement. Each of the parties hereby voluntarily acknowledges that he or she is

capable of providing and willing to provide the amount of support he or she has agreed to provide in this Agreement and agrees that he or she (a) does not intend or desire that such child support guidelines apply to the parties and (b) will not seek modification of this Agreement or the child support arrangement provided herein on the grounds that application of such child support guidelines would result in a judgment or order of child support greater to or less than the arrangement provided herein, and (c) hereby elects that any and all child support formulae and guidelines that have been or hereafter may be enacted in Nevada or in any other state or jurisdiction to which the parties may be subject shall not apply to the parties.

8. *Personal Exemption Deduction.* (a) If for the entire period of any taxable year (i) the Appropriate Child Support Percentage was at least 25%, (ii) Scotlund was the Residential Parent for one of the Children and the Appropriate Child Support Percentage was at least 18% or (iii) Scotlund was the Residential Parent for all unemancipated Children, Scotlund shall be entitled to claim on his federal income tax return for such taxable year any personal exemption deductions allowed for both Children as a dependent pursuant to the provisions of Section 151 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and he shall also be entitled to claim any similar exemptions or deductions allowed by the income tax laws of the state or states in which he shall at the time reside for tax purposes, or under any other income tax law. Cisilie agrees to sign, at the request of Scotlund, a written declaration of the type contemplated by Section 152(e)(2) of the Code to the effect that she will not claim any Child as a dependent for any taxable year in which Scotlund is entitled to an exemption deduction for both Children under the terms of this paragraph.

(b) If the conditions for subparagraph (a) of this paragraph 9 are not satisfied with respect to any taxable year, then the Residential Parent for each unemancipated Child shall be entitled to claim on his or her federal income tax return any personal exemption deduction allowed for such unemancipated Child as a dependent pursuant to the provisions of Section 151 of the Code, and such party shall also be entitled to claim any similar exemption or deduction allowed by the income tax laws of the state or states in which she resides for tax purposes, or under any other income tax law. The other party will not claim such unemancipated Child as a dependent for such taxable year.

9. *Life Insurance.* (a) Scotlund agrees to maintain a life insurance policy on his own life in an amount equal to not less than US\$125,000 per unemancipated Child (US\$250,000 for two unemancipated Children). Scotlund agrees that he will maintain such policy in full force and effect and will not pledge, hypothecate or otherwise encumber such policy. Each unemancipated Child will be designated as an irrevocable beneficiary under the policy until her emancipation, and no one else will be designated as a beneficiary under the policy.

(b) Scotlund hereby authorizes Cisilie to obtain direct confirmation from the insurance carrier to confirm his compliance with the provisions of this

paragraph 10 and further agrees that he will, upon demand, execute and deliver to Cisilie without charge whatever instruments, documents or authorizations may be necessary in order that Cisilie may document Scotlund's compliance with this paragraph 10.

ARTICLE V
Tax Treatment of Payments Made
by One Party to the Other

No payment made in cash or in kind by Scotlund or Cisilie which may be construed as being to or for the benefit of the other, whether made hereunder or otherwise than hereunder, shall be includible in the gross income of Cisilie or Scotlund, nor deductible or creditable by Cisilie or Scotlund, for Federal or state income tax purposes.

ARTICLE VI
Costs to be Borne by Defaulting Party

If either party is in default in the performance of any of the provisions of this Agreement, and if such default is not remedied within fifteen (15) days after the sending of a written notice by registered mail to the defaulting party specifying such default, and if the other party shall institute and prevail in arbitration or legal proceedings to enforce the performance of such provisions by the defaulting party, then the defaulting party shall pay to the other party the necessary and reasonable arbitration costs, court costs and reasonable attorney's fees incurred by the other party in connection with such arbitration or legal proceedings.

ARTICLE VII
Effect of Reconciliation or
Resumption of Marital Relations;
Effect of Matrimonial Decrees

1. This Agreement shall not be invalidated or otherwise affected by a temporary reconciliation between the parties or a resumption of marital relations between them.
2. The parties covenant and agree that in the event that either of them shall obtain a final judgment or decree of separation or divorce, under the laws of any jurisdiction, it shall contain no provision for the support and maintenance of the Wife or the Husband and no provision for the settlement of the property rights of the parties except as herein provided.
3. The parties agree to submit this Agreement to the court granting such separation or divorce for ratification, confirmation, approval and adoption, it being their desire that the Agreement shall be ratified, confirmed, approved and

fully adopted by the court and incorporated in any such judgment or decree. Notwithstanding such incorporation, the terms and provisions of this Agreement shall not be merged in any such judgment or decree but shall in all respects survive the same. Each of the parties agrees that he or she will seek no modification of the Agreement through application to the court granting any judgment or decree of separation or divorce, or by application to any other court.

ARTICLE VIII
General Provisions

1. **Successors and Assigns.** This Agreement and all the obligations and covenants hereunder shall bind the parties, their heirs, executors, administrators, legal representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.

2. **Amendments.** No modification, rescission or amendment to this Agreement shall be effective unless in writing signed by the parties and acknowledged in the manner required to entitle a deed to be recorded.

3. **Entire Agreement.** This Agreement and its provisions merge any prior agreements, if any, of the parties and is the complete and entire agreement of the parties.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

5. **Further Assurances.** Each of the parties, without costs to the other, shall at any time and from time to time hereafter execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement.

6. **Complete Understanding.** Each party declares that he or she has carefully read this Agreement prior to signing it and is entering into this Agreement freely and of his or her own volition, with a complete understanding of all the terms and provisions contained herein.

7. **Severability.** In the event that any term, provision, paragraph, or article of this Agreement is or is declared illegal, void or unenforceable, the same shall not affect or impair the other terms, provisions, paragraphs or articles of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness or unenforceability of any term, provision, paragraph or article of this Agreement.

8. **No Waivers.** Failure of either party to insist on the performance of any provisions herein by the other party shall not be deemed to be a waiver of such provisions thereafter or of any other provisions herein, or a waiver of any subsequent breaches thereof. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties.

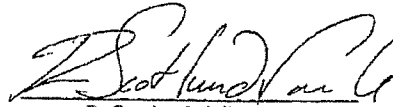
9. **Independent Legal Counsel.** Each of the parties has obtained independent legal advice from counsel of his or her own selection. The Husband was represented by James E. Smith, Esquire, Nevada Bar Number 52. The Wife was represented by David A. Stephens, Esquire, Nevada Bar Number 902.

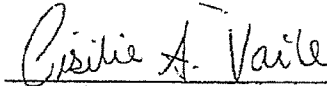
10. **Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Agreement.

9. **Independent Legal Counsel.** Each of the parties has obtained independent legal advice from counsel of his or her own selection. The Husband was represented by James E. Smith, Esquire, Nevada Bar Number 52. The Wife was represented by David A. Stephens, Esquire, Nevada Bar Number 902.

10. **Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Agreement.

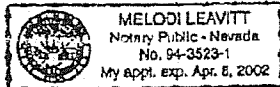
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals the day and year first above written.


R. Scottlund Vaile


Cisilie A. Vaile

STATE OF NEVADA)
: SS.:
COUNTY OF CLARK

On this 14th day of JULY, 98, before me personally came R.
Scotlund Vaile to me known and known to me to be the individual described in
and who executed the foregoing instrument, and he duly acknowledged to me that
he executed the same.



Melodi Leavitt
Notary Public

STATE OF Great Britain and Northern Ireland
London, England } SS.
COUNTY OF Embassy of the United States of America

On this 9 day of JULY, 1998, before me personally came
Cisilie A. Vaile to me known and known to me to be the individual described in
and who executed the foregoing instrument, and she duly acknowledged to me
that she executed the same.

Daria De-Pierre-Hollowell
Notary Public

DARIA DE-PIERRE-HOLLOWELL
CONSUL OF THE
UNITED STATES OF AMERICA
LONDON, ENGLAND



ANS
 CISILIE-A. VAILE
 Goteborg Gata 1
 0566 Oslo
 NORWAY
 011-47-22385264
 Defendant in Proper Person

FILED

AUG 7 4 33 PM '98

Loretta Sherman
 CLERK

DISTRICT COURT
 CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,
 Plaintiff,
 vs.
 CISILIE A. VAILE,
 Defendant.

CASE NO. D 230385
 DEPT. NO. 6

ANSWER IN PROPER PERSON

COMES NOW Defendant in Proper Person, CISILIE A. VAILE, in response to Plaintiff's COMPLAINT FOR DIVORCE as follows:

1.

Answering Paragraphs I through VI of Plaintiff's COMPLAINT FOR DIVORCE, Defendant admits these allegations.

2.

Answering Paragraph VII of Plaintiff's COMPLAINT FOR DIVORCE, Defendant denies this allegation.

3.

Defendant expressly waives Findings of Fact, Conclusions of Law and written Notice of Entry of Judgement, and hereby consents that this matter be heard at any

CE07

1 time of the Court's uncontested calendar.

2 WHEREFORE, Defendant prays that this Court enter its judgment for the
3 requested relief in Plaintiff's COMPLAINT FOR DIVORCE.

4 DATED this 31 day of July, 1998.

5
6 *Cisilie A. Vaile*

7 CISILIE A. VAILE 280 92 2400

8 Goteborg Gata 1

9 0566 Oslo

10 NORWAY

11 011-47-22385264

12 Defendant in Proper Person

13 VERIFICATION

14 STATE OF Norway)

15)ss:

16 COUNTY OF Oslo)

17 CISILIE A. VAILE, being first duly sworn, deposes and says, that she is
18 the Defendant in the above-entitled action, that she has read the foregoing ANSWER
19 IN PROPER PERSON and knows the contents thereof, and that the same are true of
20 her own knowledge, except for those matters therein stated on information and belief,
21 and as to those matters she believes them to be true.

22 *Cisilie A. Vaile*

23 CISILIE A. VAILE 280 92 2400

24 SUBSCRIBED and SWORN to before me 07/31 /98.

25 *Stein Elkvåg*

26 NOTARY PUBLIC in and for said County and State

27 Stein Elkvåg
28 Byfogd



ACKNOWLEDGMENT

STATE OF)
)SS.
COUNTY OF)

On the ____ day of July, 1998, there appeared before me, a Notary Public, a woman who identified herself to me in proper form as **CISILIE A. VAILE** and who acknowledged to me that she signed the foregoing ANSWER IN PROPER PERSON to her husband's COMPLAINT FOR DIVORCE.

NOTARY PUBLIC

(Convent)

1. County

This

2. has

3. as

4. as

Public in Oslo

Stein Eilvåg
Notary Public
the Notary

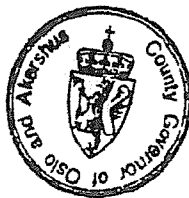
98.07.31

5. at

7. at

3577/98

Perle G. G.



JAMES E. SMITH
ATTORNEY AND COUNSELOR AT LAW
2114 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101
(702) 382-9181
E-MAIL: JAMES@JESMITH.COM
http://www.james-smith.com

1 DECD
2 JAMES E. SMITH, ESQ.
3 Nevada Bar #000052
4 214 South Maryland Parkway
5 Las Vegas, Nevada 89101
6 702-382-9181
7 Attorney for Plaintiff,
8 R. SCOTLUND VAILE

FILED

AUG 21 1 52 PM '98

Antonia D...
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

8 R. SCOTLUND VAILE,
9 SSN: 519-02-6087

10 Plaintiff,

11 vs,

12 CISILIE A. VAILE,
13 SSN: 280-92-2900

14 Defendant.

CASE NO. D230385
DEPT. NO. C

DECREE OF DIVORCE

15 The above entitled cause having come on for summary disposition on this day
16 before the Court, the Plaintiff having requested summary disposition by and through
17 his counsel, JAMES E. SMITH, ESQ., and the Defendant having interposed her
18 ANSWER IN PROPER PERSON, and the Court being fully advised in the premises
19 finds; that the Plaintiff is now and for more than six weeks prior to the verification of
20 the Complaint in this action has been an actual, bona fide resident and domiciliary of
21 the County of Clark, State of Nevada, actually and physically residing and being
22 domiciled therein during all of said period of time, and that this Court has jurisdiction
23 over both of the parties hereto and of this cause of action, that each and every one of
24 the allegations contained in Plaintiff's Complaint were and are true, that there are no
25 minor adopted children of the parties, and Defendant is not now pregnant, that the
26
27
28

ATTORNEY AND COUNSELOR AT LAW
111 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101
(702) 888-0181
E-MAIL: JAMES@SMITHHEADLAW.COM
http://www.james-smith.com

1 parties have both waived their respective rights to spousal support, and that Defendant
2 has waived her rights to FINDING OF FACT, CONCLUSIONS OF LAW and written
3 NOTICE OF ENTRY OF JUDGMENT, and that Plaintiff is entitled to the relief prayed for
4 in said Complaint upon the grounds alleged therein, and good cause appearing
5 therefore;
6

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of
8 matrimony now and heretofore existing between Plaintiff and Defendant be dissolved,
9 set aside, and forever held for naught, and that the parties hereto, and each of them,
10 be restored to a single, unmarried state;
11

12 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the attached
13 Agreement is hereby adopted and incorporated herein as though fully set forth herein;
14

15 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that with regard
16 to the two minor children of the parties, to wit: KAIA LOUISE VAILE, born 05/30/91
17 and KAMILA JANE VAILE, born 02/13/95, the child custody, visitation, maintenance
18 and support of the minor children IS HEREBY ORDERED as set forth in the above-
19 referenced Agreement.
20

21 IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that the parties
22 understand they are bound by the provisions of NRS Chapter 125, and that the minor
23 child may not be removed from the State of Nevada without consent of the parties or
24 Order of the Court and that:
25

26 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION
27 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS
28 ORDER IS PUNISHABLE AS A FELONY BY UP TO 6 YEARS IN PRISON.
NRS 200.359 provides that every person having a limited right of
custody to a child or any parent having no right of custody to the child
who willfully detains, conceals or removes the child from a parent,

ATTORNEY AND COUNSELOR AT LAW
214 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101
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1 guardian or other person having lawful custody or a right of visitation of
2 the child in violation of an order of this court, or removes the child from
3 the jurisdiction of the court without consent of either the court or all
4 persons who have the right to custody or visitation is subject to being
5 punished by for a category D felony as provided in NRS 193.130.

6 IT IS FURTHER HEREBY ORDERED that said minor children are the habitual
7 residents of the State of Nevada and, pursuant to the provisions of NRS 125.510(7),
8 the parties are hereby notified as follows:

9 "...the terms of the Hague Convention of October 25; 1980, adopted by
10 the 14th Session of the Hague Conference on Private International Law,
11 apply if a parent abducts or wrongfully retains a child in a foreign
12 country."

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to the
14 provisions of NRS 125.460 and NRS 31A, et seq., the non-custodial parent is now
15 notified that the withholding or assignment of wages and commissions for the
16 payment of child support IS HEREBY ORDERED should any support become delinquent
17 for 30 days, or such earlier period of time as set out in NRS 31A, et seq.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that notice is hereby
19 given pursuant to NRS 125B.145 that the Court is required to review child support
20 obligations upon request by the parent, legal guardian or an attorney every three years
21 to determine if the support being paid is within the formula of NRS 125B.070;

22 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the
23 community property of the parties is divided as set forth in the above-referenced
24 Agreement;
25
26
27
28

1 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the
2 community debt of the parties is divided as set forth in the above-referenced
3 Agreement.

4 DATED and DONE this 10th day of August, 1998.
5

6
7 **CYNTHIA DIANNE STEEL**
8 **DISTRICT COURT JUDGE**

9 Submitted by:

10 

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AGREEMENT made as of July ____, 1998 by and between R. Scotland Vaile (hereinafter referred to as the "Husband" or "Scotland"), and Cislile A. Vaile (hereinafter referred to as the "Wife" or "Cislile").

RECITALS

WHEREAS, the parties were married on June 6, 1990 in Salt Lake City, Utah, United States of America;

WHEREAS, the Husband is a citizen of the United States of America, and the Wife is a citizen of Norway and a permanent resident of the United States of America;

WHEREAS, there are two children born of the marriage, namely, Kaia Louise Vaile, born on May 30, 1991 and Kamilla Jane Vaile, born on February 13, 1995;

WHEREAS, certain unhappy and irreconcilable differences have arisen between the parties as a result of which the parties have concluded that they are incompatible with each other and have agreed to live separate and apart from each other, and it is their intention to live separate and apart from each other for the rest of their natural lives; and

WHEREAS, the parties desire that this Agreement, which is entered into after due and considered deliberation, shall constitute an agreement of separation between them and shall determine the rights of the parties with respect to all property, whether real or personal, wherever situated, now owned by the parties or either of them, or standing in their respective names or which may hereafter be acquired by either of the parties, and shall determine all other rights and obligations of the parties arising out of their marital relationship.

NOW THEREFORE, in consideration for the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

Separation of the Husband and the Wife

1. Separation. The parties have agreed to live separate and apart from each other, and they shall hereafter live separate and apart from the other free from interference of any marital authority or control of the other, as fully as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, profession, business or trade which he or she may desire to pursue, free from interference or any marital authority or control of the other party.

2. No Interference. Neither party shall in any manner annoy, molest or otherwise interfere with the other party, nor shall either party at any time

institute any action, proceeding or suit to compel the other party to cohabit or dwell with him or her, or for the restoration of conjugal rights.

ARTICLE II
Each Party Shall be Free
to Institute Suit for Divorce

1. Each of the parties shall be free at any time hereafter to institute suit for absolute divorce against the other. The execution of this Agreement shall not be deemed to constitute a waiver or forgiveness of any conduct on the part of either party which may constitute grounds for divorce.

2. Notwithstanding paragraph 1 of this Article, the parties hereby agree that they shall file for divorce, and for confirmation of the provisions governing the custody of their Children and child support contained herein, in a court of competent jurisdiction in the State of Nevada, United States of America, before July 31, 1998 or as soon as possible thereafter.

3. Each of the parties shall be responsible for his or her own legal fees in connection with instituting suit for divorce or seeking confirmation of the provisions governing the custody of their Children and child support contained herein, *provided* that in the event the parties proceed in a manner specified in paragraph 2 of this Article Scotlund shall pay all filing or other similar fees with the State of Nevada and, if they use the same attorney in connection therewith, Scotlund shall pay all fees and expenses of such attorney.

4. Each party agrees not to take any action inconsistent with their intent as expressed in paragraph 2 of this Article or any other provision of this Agreement, *provided* that the other party shall proceed in good faith to obtain the divorce and confirmation of the custody and child support provisions of this Agreement as specified in paragraph 2 of this Article. This paragraph 4 shall terminate on July 1, 1999.

ARTICLE III
Settlement of Financial Rights and
Obligations Between the Spouses

1. Division of Marital Property. (a) Husband's Financial Representation. The Husband hereby represents and warrants to the Wife that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts, 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Husband or otherwise owned by him, whether individually, jointly or otherwise, or which may be held for his benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (US\$0.00), (ii) the Husband does not own, whether individually, jointly or otherwise, any real

property, (iii) the Husband does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Wife and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Husband has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Wife.

(b) **Wife's Financial Representation.** The Wife hereby represents and warrants to the Husband that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts, 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Wife or otherwise owned by her, whether individually, jointly or otherwise, or which may be held for her benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (US\$0.00), (ii) the Wife does not own, whether individually, jointly or otherwise, any real property, (iii) the Wife does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Husband and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Wife has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Husband.

(c) **Joint Financial Assets.** The parties hereby acknowledge and agree that the aggregate market value of all cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common, is the US dollar equivalent of not more than US\$500.

(d) **Division of Financial Assets.** Upon the execution of this Agreement, (i) the Husband shall pay to the Wife US\$250 in immediately available funds and (ii) the Wife shall transfer to the Husband all joint financial assets referred to in subparagraph (c) of this paragraph 1, including any credit or debit cards for which the Husband is or may be held jointly liable.

(e) **Equitable Division of Tangible Personal Property.** The parties agree to divide equitably between themselves, all of the furniture, furnishings, rugs, pictures, books, silver, plate, china, glassware, objects of art, and other tangible personal property acquired by them during the course of their marriage.

(f) **Individual Property.** Subject to the representations and warranties contained in subparagraphs (a)-(c) of this paragraph 1, the parties agree that except for the dispositions provided in subparagraphs (d) and (e) of this paragraph 1, each party shall retain full ownership and control of all property currently standing in his or her name, whether individually, jointly or otherwise,

or which may be held for his or her benefit by third parties, or to which he or she shall have any right of whatsoever nature, and whether such property interests or rights are present or contingent, vested or unvested, and each agrees that all such property is the separate property of the other and shall belong to the other alone.

2. *Debts.* (a) *Debts Previously Contracted.* The Husband agrees to assume and be solely answerable and liable for all debts, charges and liabilities of whatever kind incurred by either party during their marriage and before the date hereof, and hereby covenants and agrees that he will indemnify and hold the Wife harmless from any and all claims made by third parties because of any debts, charges or liabilities incurred by either party during their marriage and before the date hereof, except for:

(i) any debts, charges or liabilities incurred by the Wife for any purpose during their marriage, whether by credit or debit card or otherwise, and before the date hereof that (A) have not been disclosed to the Husband and (B) are individually or collectively more than US\$500; and

(ii) that certain loan from Barclay's Bank incurred by the Wife in her name and represented by the note attached as Exhibit A hereto, in an aggregate principal amount of GBP 8,000, which was used by the Wife for educational and employment training purposes.

(b) *Future Debts.* Each party covenants and agrees that from and after the date hereof, he or she will not contract any debts, charges or liabilities for which the other party, or his or her property or estate, shall be or become answerable or liable, and each of the parties covenants and agrees that he or she will indemnify and hold the other party harmless from any and all claims made by third parties because of any debts or liabilities incurred by him or her on or after the date hereof.

3. *Income Taxes.* (a) *Past Income Tax Liability.* The Husband represents and warrants to the Wife that all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of other taxing jurisdictions arising out of any income earned or realized by either party during their marriage have been paid, that no interest or penalty is due with respect to any such income taxes, and that no tax deficiency proceeding is pending or threatened against either of them with respect to such income taxes for any taxable period ending on or before December 31, 1997, and agrees to indemnify and hold the Wife harmless from and against any and all additional tax assessments, penalties and/or interest relating to any income tax returns that were or should have been filed by the parties in such taxing jurisdictions, except for any additional tax assessments, penalties and/or interest relating to any income earned or realized by the Wife before December 31, 1997 that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000.

(b) *Current and Future Income Taxes.* The Husband agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of any other taxing jurisdiction arising out of any income earned or realized by either party from January 1, 1998 through the date hereof and for any income earned or realized by the Husband on or after the date hereof, and hereby covenants and agrees to indemnify and hold the Wife harmless from and against any and all such income tax liability, except for any such income taxes arising out of any income earned or realized by the Wife before the date hereof that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000. The Wife agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. and Norwegian income taxes, and all income taxes of any other taxing jurisdiction, arising out of any income earned or realized by the Wife after the date hereof, and hereby covenants and agrees to indemnify and hold the Husband harmless from any and all such income tax liability.

(c) *Audits.* In the event of any audit or proposed deficiency arising out of any income earned or realized by either party during their marriage, each party will cooperate with the other to contest or compromise the proposed deficiency. Such cooperation shall include, but shall not be limited to, the following:

(i) the making available of such books, records, and other data as may be in a party's possession or under his or her control and necessary with respect to the conduct of any tax audit or examination or necessary to the resolution of any dispute arising thereunder; and

(ii) joining in and executing any protest, petition or document in connection with any proceedings for the purpose of contesting, abating or reducing any tax, penalty or interest assessed or due or any part thereof.

4. *Waivers and Releases.* (a) *Generally.* Except as otherwise expressly provided herein, each of the parties hereby WAIVES and RELEASES any and all rights in the real or personal property of the other, or in the estate of the other, or which may be assertable against the other, which he or she has acquired or shall acquire by reason of marriage to the other, or which he or she has or shall have as a spouse, surviving spouse or former spouse of the other, whether arising under the laws of the State of Nevada or under the laws of any other jurisdiction, and whether now owned or hereafter acquired, including, without limiting the generality of the foregoing, the following:

(i) any right to have property acquired by either or both of the parties during their marriage treated as marital property or community property or quasi-community property, or to seek an equitable distribution or other division of such property, or to seek a distributive award or any other similar interest, it being the intent of each of the parties to provide for the distribution of their property by this Agreement;

(ii) any other right to share in the property or estate of the other during his or her lifetime, however such right might arise or of whatever nature;

(iii) any right to share in the property or estate of the other upon his or her death, whether such right is in the nature of an inheritance, a right to intestate distribution, a right to elect against the will of the other, a right of curtesy, dower, spouse's exemption or allowance, a homestead right, a usufruct in the property of the other, or any other right of a nature similar to the foregoing;

(iv) any right to act as the administrator of the estate of the other, or as conservator, committee or guardian of the person or property of the other, except to the extent voluntarily appointed pursuant to an instrument executed after the date hereof; or

(v) any right to receive support or maintenance from the other during their marriage or following termination of their marriage, whether such termination occurs by reason of the dissolution of the marriage or by reason of the death of one of the parties, it being agreed between the parties that neither support nor maintenance is desired or necessary.

(b) *Legal Actions.* Each of the parties does hereby mutually release and discharge the other from any and all other actions, suits, rights, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or hereafter may have against the other upon or by reason of any matter, cause or thing up to the date hereof, it being the intention of the parties that henceforth there shall exist, as between them, only such rights and obligations as are specifically provided for in this Agreement.

(c) *Further Assurances.* Each party agrees that he or she will execute any further waivers, releases, assignments, deeds or other instruments which may be necessary to effectuate or accomplish the purpose of the waivers and releases contained in this Article. In this connection, each of the parties, upon the request of the other, expressly agrees to consent to any disposition, beneficiary designation, and selection of the form of distribution of any pension or other qualified plan benefits accrued by or for the other.

(d) *Future Devises or Bequests.* Nothing contained in this paragraph 4 shall be deemed to constitute a waiver by either party of any devise or bequest made to him or her by any Will or Codicil of the other executed after the date of this Agreement.

5. *No Spousal Support.* Neither party shall have any obligation for the support or maintenance of the other party now or in the future. Each party hereby acknowledges that he or she is capable of supporting himself or herself at a standard of living acceptable to him or her and waives his or her right, if any, to receive any support or maintenance from the other party now and forever more.

ARTICLE IV
Custody and Visitation of the Children

1. *Joint Custody.* The parties shall have joint custody of their children, Kaia Louise Vaile (hereinafter "Kaia") and Kamilla Jane Vaile (hereinafter "Kamilla") during their minority (Kaia and Kamilla are hereinafter sometimes collectively referred to as the "Children" and individually referred to as a "Child").

2. *Primary Residence.* Subject to the visitation rights set forth in paragraph 3 of this Article, each Child's primary residence during her minority shall be as follows (the party with whom such Child has primary residence being referred to hereinafter as the "Residential Parent" for such Child and the other party being hereinafter referred to as the "Non-Residential Parent" for such Child):

(a) *Until Age 10.* Until July 1 of the year in which each Child shall have reached the age of ten (10) years old, such Child's primary residence shall be with Cisilie.

(b) *From Age 10 to Age 11.* From July 1 of the year in which each Child shall have reached the age of ten (10) years old until July 1 of the year in which such Child shall have reached the age of eleven (11) years old, such Child's primary residence shall be with Scotland.

(c) *From Age 11 to Age 12.* From July 1 of the year in which each Child shall have reached the age of eleven (11) years old until July 1 of the year in which such Child shall have reached the age of twelve (12) years old, such Child's primary residence shall be with Cisilie.

(d) *After Age 12.* On July 1 of the year in which each Child shall have reached the age of twelve (12) years old and on July 1 of each year thereafter, such Child shall have the right to choose whether such Child's primary residence until July 1 of the next succeeding year shall be with Cisilie or Scotland, and the party that is not selected shall respect the choice of the Child.

3. *Visitation Rights.* Notwithstanding paragraph 2 of this Article, the parties shall have the following visitation rights:

(a) *One Residential Parent.* For any period during which each unemancipated Child shall have the same Residential Parent, and subject to subparagraph (c) of this paragraph 3, the Non-Residential Parent shall have the right to have such unemancipated Child visit or stay with him or her during the following periods.

(i) during one-half (1/2) of the Christmas, Easter and other school vacations of two or more consecutive days, except for summer vacation;

(ii) during the entire summer vacation, except for the first three weeks of such summer vacation which shall constitute the "Residential Parent's Vacation Period";

(iii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the Residential Parent's Vacation Period;

(iv) every Wednesday evening from 6:00 pm until 9:00 pm, except during the Residential Parent's Vacation Period; and

(v) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.

(b) *Two Residential Parents.* For any period during which each party is a Residential Parent with respect to one of the unemancipated Children but not the other, and subject to subparagraph (c) of this paragraph 3, each party shall have the right to have both unemancipated Children visit or stay with him or her during the following periods:

(i) during one-half (1/2) of the Christmas, Easter, summer and other school vacations of two or more consecutive days;

(ii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the other party's summer vacation period;

(iii) every other Wednesday evening from 6:00 pm until 9:00 pm, except during the other party's summer vacation period; and

(iv) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.

(c) *Birthdays and Holidays.* Notwithstanding any other provision to the contrary:

(i) *Odd-Numbered Years.* In odd-numbered years, (A) Scotlund shall have the right to have each Child visit and stay with him the day before such Child's birthday, Christmas Day, the day before Father's Day, Father's Day and the day before (January 4) Scotlund's birthday and

(B) Cisilie shall have the right to have each Child visit and stay with her on such Child's birthday, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, the day before Mother's Day, Mother's Day and Cisilie's birthday (January 5), from 8:00 am on the day mentioned until 8:00 am on the following day.

(ii) *Even-Numbered Years.* In even-numbered years, (A) Scotlund shall have the right to have each Child visit and stay with him on such Child's birthday, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, the day before Father's Day, Father's Day and Scotlund's birthday (January 5) and (B) Cisilie shall have the right to have each Child visit and stay with her on the day before such Child's birthday, Christmas Day, the day before Mother's Day, Mother's Day and the day before (January 4) Cisilie's birthday, from 8:00 am on the day mentioned until 8:00 am on the following day.

(d) *Foreign Travel.* Without limiting the generality of each party's right to travel with the Children, each party shall be free to travel with the Children within or outside the United States to the extent such travel is consistent with the other party's visitation or Residential Parent's rights hereunder,

4. *Residency in the United States.* (a) *Generally.* Subject to paragraph 5, each party covenants and agrees that if at any time it shall be the Residential Parent and for so long as it remains the Residential Parent, such party shall make its primary residence in the United States of America in the greater metropolitan areas of Las Vegas, Nevada; Salt Lake City, Utah; San Francisco, California; San Diego, California; Denver, Colorado; Charlotte, North Carolina; Boston, Massachusetts; or any other city on which the parties shall hereafter mutually agree by amendment to this Agreement in accordance with paragraph 2 of Article VIII (each an "Accepted Metropolitan Area"). Each party that is now or shall hereafter become a Residential Parent shall endeavor to provide the Non-Residential Parent with a reasonable opportunity to reside within twenty miles of the Residential Parent in one of the Accepted Metropolitan Areas.

(b) *Initial Residential Parent.* Subject to paragraph 5, Cisilie agrees that as the initial Residential Parent she will take up residence within twenty miles of Scotlund's place of residence in whichever of the Accepted Metropolitan Areas that he shall have selected (the "Initial Accepted Metropolitan Area"), subject to the following conditions:

(i) Cisilie shall have no obligation to move to the United States to take up residence there before July 1, 1999;

(ii) Scotlund shall have given Cisilie at least four weeks prior notice of the timing of such move;

(iii) Scotlund shall pay or cause his employer to pay all of Cisilie's and the Children's reasonable moving expenses from Oslo, Norway to the Initial Accepted Metropolitan Area, including:

(A) prepaid airfare (via London or otherwise);

(B) moving expenses for a reasonable amount of personal effects;

(C) meals and lodging in London or any other destination between Norway and the Initial Accepted Metropolitan Area where they are required to stay overnight;

(D) meals and lodging at the Initial Accepted Metropolitan Area until Cisilie is able to move into a suitable apartment for herself and the Children, but in no event for more than 21 days after their arrival; and

(E) the first month's rent for the apartment selected by Cisilie for herself and the Children in the Initial Accepted Metropolitan Area.

(iv) There shall at the time Cisilie first arrives and shall thereafter continue to be reasonably suitable and affordable housing for Cisilie and the Children within twenty miles of Scotlund's place of residence in the Initial Accepted Metropolitan Area.

(v) Cisilie shall have the right to change her place of residence within the Initial Accepted Metropolitan Area at any time and as many times as she wishes, provided that her new place of residence remains within twenty miles of Scotlund's initial place of residence.

(vi) Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to any other Accepted Metropolitan Area, upon the occurrence of any of the following events:

(A) Scotlund shall have relocated his place of residence more than 100 miles from the center of the Initial Accepted Metropolitan Area;

(B) there is no longer reasonably suitable and affordable housing for Cisilie and the Children within the Initial Accepted Metropolitan Area; or

(C) the parties shall have mutually agreed in writing.

(vii) If Scotlund shall have moved more than twenty (20) miles of Cisilie's place of residence, Cisilie shall have no obligation to relocate to within twenty (20) miles of his new residence, but instead shall be free

to relocate anywhere within the Initial Accepted Metropolitan Area subject to her general obligation set forth in the second sentence of paragraph 4(a) of this Article.

(viii) Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to anywhere in the world if she is no longer a Residential Parent.

5. *Temporary Residence in Norway.* (a) From the date hereof until the later of July 1, 1999 and the date on which Scotland shall have arranged to move Cisilie and the Children to the United States in accordance with paragraph 4(b), Cisilie shall have the right to reside with the Children in the greater metropolitan area of Oslo, Norway.

(b) *Scotland's Visitation Rights.* In addition to his visitation rights contained in paragraphs 3(a)(v) and 3(c) of this Article, but in lieu of his visitation rights contained in paragraphs 3(a)(i), (ii), (iii) and (iv) and 3(b) of this Article, Scotland shall have the right to have each Child visit and stay with him as follows:

(i) during one of the Children's school vacations other than Christmas vacation, in Norway or outside Norway; and

(ii) two four-day weekends per month, in Norway, provided he gives Cisilie at least two-weeks prior notice of each visit.

(c) *Private Education.* For so long as Kaia resides in Norway, Scotland shall have the right to select and pay for her education at a school located within twenty kilometers of Oslo's center.

6. *Information About Children's General Welfare.* Each party agrees to keep the other reasonably informed of the whereabouts of the Children, and agrees that if either of them has knowledge of any serious illness or accident or other circumstances affecting either of the Children's health or general welfare, prompt notice thereof will be given to the other of such circumstances.

7. *Fostering Good Feelings.* Each party shall exert every reasonable effort to maintain free access and unhampered contact between the Children and the other party and to foster a feeling of affection between the Children and the other party. Neither party shall do anything that may estrange the Children from the other party or injure the Children's opinion as to the other party or that may hamper the free and natural development of the Children's love and respect for the other party.

8. *Consultation.* The parties agree to consult with each other with respect to the Children's education, religious training, summer camp selection, illness and operations (except in emergencies), health, welfare and other matters

of similar importance affecting the Children, whose well-being, education and development shall at all times be the paramount consideration of the parties.

9. *Access to Information.* Each party shall be entitled to complete detailed information from any school and other educational institution, baby-sitting or day-care facility, religious institution, pediatrician, general physician, dentist, consultant or specialist attending either of the Children and to be furnished with copies of any reports available from them.

10. *Medical.* Each party agrees that in the event of serious illness of either of the Children at any time, the other party shall have the right of reasonable visitation with the ill child at the place of confinement.

11. *Religious Preference.* The parties agree that the Children will be raised as members of The Church of Jesus Christ of Latter-day Saints and that each Child shall be allowed to be baptized and confirmed a member of such church after reaching the age of eight (8) years. Each party shall be responsible for providing the other with evidence annually that he or she remains an active member of such church in good standing. Each party agrees that a valid temple recommend issued by such church in the other party's name shall be conclusive evidence of such activity and standing. Scotlund shall have the right to baptize and confirm each Child a member of such church, provided that he shall be a member in good standing authorized by such church to perform such ordinances at the time such Child elects to be so baptized and confirmed.

12. *Telephone Calls.* The Non-Residential Parent shall have the right to make one telephone call per day of not more than 30 minutes to each of the Children between the local times of 8:00 am and 8:00 pm.

13. *Surname.* The Children shall not be known or registered by any surname other than "Vaile" during his or her minority.

14. *Death of the Parties.* The parties agree that the Children will reside with Scotlund after the death of Cisilie, and the Children will reside with Cisilie after the death of Scotlund.

15. *Grandparents.* The parties shall exert every reasonable effort to maintain free access between the Children and both sets of grandparents, and will allow reasonable periods of time for the Children to visit and be visited by the grandparents, provided, however, that if either Child is under the age of thirteen (13) years, he or she shall not visit the grandparents overnight unless he or she is accompanied by one of the parties.

16. *No Waivers.* The rights of visitation are wholly optional and the non-exercise in whole or in part, shall not constitute a waiver of visitation rights nor shall it deprive any party of the right to insist thereafter on strict compliance with visitation rights.

17. *Expenses* Each party who shall exercise any visitation rights under this Article shall be responsible for all out-of-pocket expenses incurred by such party or the Children in connection with such visitations, including all travel and lodging expenses.

ARTICLE IV
Child Support

1. *Basic Child Support Obligation.* Scotland shall pay to Cisilie, in equal monthly installments, for the support of the Children the Basic Child Support Obligation (as defined below), payable on the first (1st) day of each month commencing on August 1, 1998 and terminating upon the earliest of (i) the emancipation of both of the Children, as hereinafter defined, (ii) the death of Scotland or (iii) the death of Cisilie.

2. *Calculation of Basic Child Support Obligation*

(a) For purposes of paragraph 1 of this Article, the "Basic Child Support Obligation" shall be, and be determined by the parties, as follows:

(i) The parties shall first determine their Combined Income.

(ii) The parties shall then multiply the lesser of (A) the Maximum Amount and (B) their Combined Income by the Appropriate Child Support Percentage (as defined below).

(iii) The parties shall pro rate between them the amount determined under subparagraph (a)(ii) of this paragraph 2 in the same proportions as each party's Income bears to their Combined Income.

(iv) Scotland's pro rata share determined under subparagraph (a)(iii) of this paragraph 2 shall be the Basic Child Support Obligation.

(v) For purposes of this Agreement, the term "Maximum Amount" shall mean US\$100,000, provided that the Maximum Amount shall be increased by the percentage increase, if any, of the U.S. consumer price index (or other successor index used by the United States of America to estimate inflation) from June 30, 1998 through June 30 in the year of such calculation.

Provided, that in no event shall the Basic Child Support Obligation be greater than US\$17,500 per year for any period ending on or before July 1, 2000.

(b) The parties' "Combined Income" shall be the sum of their respective incomes. "Income" shall mean the sum of the amounts determined by the application of subparagraphs (i) through (v) of this subparagraph (b), reduced by the amount determined by the application of subparagraph (vi) of this subparagraph (b):

(i) Gross income as should have been reported in the most recent federal income tax return, assuming U.S. residence for tax purposes, plus any tax-exempt income. For purposes of this subparagraph (i), each of the parties shall be presumed to be required to file a federal income tax return.

-(ii) To the extent not already included in gross income in subparagraph (i) of this subparagraph (b), investment income reduced by necessary sums expended in connection with such investment.

(iii) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the amount of income or compensation voluntarily deferred and income received, if any, from the following sources:

- (A) workers' compensation,
- (B) disability benefits,
- (C) unemployment insurance benefits,
- (D) social security benefits,
- (E) veterans benefits
- (F) pensions and retirement benefits
- (G) fellowships and stipends, and
- (H) annuity payments.

(iv) An amount imputed as income based upon the party's former resources or income, if a court would determine that the party has reduced resources or income in order to reduce or avoid his or her obligation for child support.

(v) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the following self-employment deductions attributable to self-employment carried on by the party:

(A) any depreciation deduction greater than depreciation calculated on a straight-line basis for the purpose of determining business income or investment credits; and

(B) entertainment and travel expenses deducted from business income to the extent such expenses reduce personal expenditures.

(vi) The following shall be deducted from income to the extent otherwise included in income under subparagraphs (i) to (v) of this subparagraph (b):

(A) unreimbursed employee business expenses except to the extent that such expenses reduced personal expenditures;

(B) alimony or maintenance actually paid to a spouse not a party to this Agreement pursuant to court order or validly executed written agreement;

(C) child support actually paid pursuant to court order or written agreement on behalf of any child for whom either party has a legal duty or support and who is not subject to this Agreement;

(D) public assistance;

(E) supplemental security income;

(F) local income or earnings taxes actually paid;

(G) federal insurance contributions act (FICA) taxes actually paid; and

(H) any cost of living adjustment (COLA), housing allowance and other expatriate compensation that shall have been provided to either party by his or her employer in addition to his or her regular salary, bonus or other income to compensate for the increased cost of living outside the United States relative to living in the United States, it being understood and agreed that Scotlund's annual salary, bonus and other income as of the date hereof is approximately US\$70,000 and his annual COLA, housing allowance and other expatriate compensation is approximately US\$65,000.

(c) The term "Appropriate Child Support Percentage" shall mean (i) twenty-five percent (25%) for any period during which Cisilie is the Residential Parent for two unemancipated Children, (ii) eighteen percent (18%) for any period during which Cisilie is the Residential Parent for one unemancipated Child but clause (ii) is not satisfied and (iii) zero percent (0%) for any period during which neither clause (i) nor clause (ii) is satisfied.

(d) The Basic Child Support Obligation shall be determined as of August 1, 1998 (the date on which Scotlund's Basic Child Support Obligation commences) and shall be redetermined as of the first (1st) day of July in each year the obligation exists (based upon the Combined Income for the period covered by the most recent federal tax return, as set forth in paragraph 2 of this Article).

(e) *Tax Returns*

(i) *Tax Returns.* No later than thirty (30) days before the date as of which the Basic Child Support Obligation is to be determined, each party shall submit to the other a copy of his or her most recent federal income tax return, and any supporting data that may be reasonably required, and any other data necessary to establish Combined Income under paragraph 2(b) of this Article. Notwithstanding the foregoing, in the event either party remarries and files joint returns with a spouse or in the event that either party was not required to file a federal tax return for the most recent tax year, such party may elect to submit in lieu of the most recent federal tax return, a certified statement of the amount of his or her income determined in accordance with paragraph 2(b) of this Article.

(ii) *Access to Data.* Upon the request of either party, the other party shall make available for examination by the requesting party, all data as shall be reasonably necessary to enable the requesting party to determine the accuracy of the other party's claimed income.

(iv) *Income Tax Audits.* Each party shall furnish notice to the other of any audits which may be conducted in connection with any tax returns which may hereafter be submitted by him or her, and shall also furnish copies of any letter or other instrument received from any taxing authority setting forth the result of such audit. In addition, each party shall inform the other of any material change in the income previously reported to the other by any federal tax return or any certified statement.

3. *Sample Computation.* The sample computation contained in this Article are not material provisions of its execution as between the parties, and neither party is relying upon them or the amounts set forth below in entering into this Agreement. The calculation of the Basic Child Support Obligation in accordance with the aforementioned statutes, which would presumptively result in the correct amount of child support to be awarded, is as follows:

Scotlund's Income = US\$70,000
Cisilie's Income = US\$30,000
2 children = 25% of US\$100,000 = US\$25,000
Scotlund's Pro Rata Share = US\$25,000 * 7/10 = US\$17,500.

5. *Medical Expenses*

(a) *Medical Insurance.* Commencing with the date of execution of this Agreement and terminating upon the earlier of the death of Scotlund or the emancipation of each Child, Scotlund agrees to furnish medical insurance for the benefit of each Child, at his own expense if not provided to him by his employer. Cisilie shall advise Scotlund of the availability and cost of any medical insurance that may be furnished to her for the Children by an employer in order that Scotlund need not duplicate coverage. For uninsured medical or dental expenses, Scotlund shall pay one-half (1/2) of such expenses, provided such expenses are reasonable.