DOCKETING STATEMENT
EXHIBIT G

SUPP
RADFORD J. SMITH, CHARTERED
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DISTRICT COURT
CLARK COUNTY, NEVADA

CHRISTINA CALDERON STIPP, Plaintiff, v. MITCHELL DAVID STIPP, Defendant.	CASE NO.: D-08-389203-Z DEPT.: O

SUPPLEMENT TO OPPOSITION TO COUNTERMOTION TO SET ASIDE AUGUST 7, 2009 STIPULATION AND ORDER DUE TO DEFENDANT'S FRAUD UPON THE COURT, GRANT DISCOVERY, PARTITION UNDISCLOSED MARITAL ASSETS, AND FOR SANCTIONS

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

COMES NOW, Defendant MITCHELL D. STIPP ("Mitchell"), by and through his attorney Radford J. Smith, Esq., of the firm of Radford J. Smith, Chartered, and submits the following points and authorities in support of Mitchell's supplement to his opposition referenced above.

This supplement is made pursuant to EDCR 2.20(f) and based upon the points and authorities attached hereto, the affidavit of Mitchell Stipp attached as Exhibit "A" and all pleadings and papers on file in this action, and any oral argument made or evidence introduced at the time of the hearing on December 8, 2009.

DATED this 18 day of December, 2009.

RADFORD J. SMITH, CHARTERED

RADFORD J. SMITH, ESQ.
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Attorneys for Defendant

I.

INTRODUCTION

By this Supplement, Defendant Mitchell D. Stipp ("Mitchell") addresses the specific allegation by Christina that Mitchell received an undisclosed $6.9 million[1] through Aquila Investments, LLC ("Aquila Investments") which she cites as the primary basis of her request to open discovery regarding Mitchell's financial matters. Mitchell did not have adequate time to provide this analysis due to Christina's late filings, and through this supplement Mitchell provides the documentation necessary for the court to understand that Christina's claims are not well grounded in fact or law, and do not form the basis for her request for discovery. Indeed, by this supplement Mitchell has voluntarily provided the financial information this court needs to see the fallacy of Christina's claims.

II.

STATEMENT OF FACTS

1. Stipp Investments, LLC had a Profits Interest Only in Aquila Investments, LLC

The Amended and Restated Operating Agreement for Aquila Investments, LLC ("Aquila Investments") effective January 1, 2006 (the "Aquila Operating Agreement") defines the interest of Stipp Investments, LLC ("Stipp Investments") in Aquila Investments. Christina received a copy of the

[1] Christina uses $6.9 million and $6.95 million interchangeably.

Aquila Operating Agreement in 2006 and again in 2008 at the time of the parties' divorce. Stipp Investments owned ten percent (10%) of the Class II Units in Aquila Investments and these units are defined as a **"profits interest only"** in the Aquila Operating Agreement. The grant of a profits interest in Aquila Investments entitled Stipp Investments to participate in the value of the real estate projects owned by limited liability companies in which Aquila Investments was a member in excess of the initial base value of those projects as determined by William W. Plise ("WWP"). City Crossing was by far the most significant asset of Aquila Investments. In short, Stipp Investments was entitled to ten percent (10%) of all future profits and growth in value above $24,195,390 in City Crossing.[2] Attached as Exhibit "B" are the relevant portions of the Aquila Operating Agreement.

2. Marital Settlement Agreement and Assignment of Profits Interest.

The parties entered into a Marital Settlement Agreement dated as of February 20, 2008 (the "MSA"). The MSA was incorporated into the Decree of Divorce entered by the Court on March 6, 2008 (the "Decree").

Section 2.1(b)(iii) of the MSA and the Assignment attached as Exhibit D to the MSA (the "Assignment") make it clear that Mitchell received ownership of Stipp Investments as his sole and separate property, that Stipp Investments owned a profits interest in Aquila Investments (and that Christina was aware of the nature of the interest), and that Christina would receive fifty percent (50%) of any distributions paid to Stipp Investments by Aquila Investments after Mitchell received the first $250,000 beginning on February 20, 2008.

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[2] City Crossing was formerly known as Sage Mountain Commerce Center.

II.

LEGAL STANDARD

NRCP 16.21 states: "Unless the court orders otherwise, parties are prohibited from conducting discovery in postjudgment domestic relations matters. For good cause shown, however, a court may order postjudgment discovery." Here, as demonstrated below, Christina has not shown good cause for seeking this court's permission to open discovery on any financial matters. Moreover, in Christina's request should be viewed in the context of her stated animosity toward Mitchell, and her likely intent to harass, vex and annoy with such discovery requests.

III.

ARGUMENT

City Crossing was a planned $2 billion, 126-acre mixed-used project that was never constructed. Therefore, no profits were available for distribution to Stipp Investments. In fact, to the best of Mitchell's knowledge, WWP never even received his $24,195,390 in City Crossing.

The $6.95 million distributed to Aquila Investments from City Crossing in 2007 and 2008 (approximately $3.4 million on June 13, 2007, approximately $2.8 million on July 27, 2007, and $750,000 on March 12, 2008) was loan proceeds (not profits) borrowed by City Crossing and guaranteed by Aquila Investments and personally by WWP as part of real estate loans. Aquila Investments and WWP are obligated to repay these amounts to the lenders of City Crossing. Neither Stipp Investments nor Mitchell guaranteed any loan for City Crossing. It makes sense then that Stipp Investments also never received any distributions.

WWP did not receive $62 million as Christina alleges. The bankruptcy schedules only show $6.95 million paid to Aquila Investments in 2007 and 2008. Christina's faulty analysis amounts to

multiplying ten percent (10%) (which was the percentage of Stipp Investments' profits interest in Aquila Investments) by $62 million (a number Christina simply makes up) to arrive at $6.2 million. Then, she claims Mitchell received $6.2 million in 2007 plus a $750,000 bonus in 2008 to arrive at $6.95 million. Her allegations are purposely crafted to match the distributions received by Aquila Investments as reported in the bankruptcy schedules. However, Christina's matching game has no basis in any kind of reality.

Simultaneously with this supplement, Mitchell submits ex parte for the purposes of in camera review a copy of Aquila Investments' 2007 and 2008 U.S. federal tax returns. The returns show that Aquila Investments had losses (and not profits) in both years and that no distributions were ever made to Stipp Investments or Mitchell. In the event that the Court provides these documents to Christina, Mitchell requests that it do so subject to a protective order not to disclose them except to her attorneys or consultants in connection with this case.

Christina's claims that Mitchell received $6.9 million are not supported by the facts (or even the exhibits she attaches to her opposition and countermotion). Her claims are truly baseless and appear to be completely fabricated. Therefore, Christina's countermotion for discovery should be denied.

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CONCLUSION

Based upon the foregoing, Mitchell requests that this court:

1. Grant Mitchell's request to file this supplement pursuant to EDCR 2.20(f).

2. Deny Christina's countermotion for discovery of Mitchell's financial records.

DATED this 16 day of December, 2009.

RADFORD J. SMITH, CHARTERED

RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
64 N. Pecos Road, Suite 700
Henderson, Nevada 89074
(702) 990-6448
Attorneys for Defendant Mitchell D. Stipp

CERTIFICATE OF SERVICE

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

I served the foregoing document described as "Supplement To Opposition To Countermotion To Set Aside August 7, 2009 Stipulation And Order Due To Defendant's Fraud Upon The Court, Grant Discovery, Partition Undisclosed Marital Assets, And For Sanctions" on this 18TH day of December 2009, to all interested parties as follows:

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

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

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

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

Donn W. Prokopius, Esq.
Law Office of Donn W. Prokopius, Chtd
931 So. Third Street
Las Vegas, Nevada 89101
Facsimile: 702-951-8022
Attorney for Plaintiff

An employee of Radford J. Smith, Chartered

EXHIBIT A

AFFIDAVIT OF MITCHELL DAVID STIPP

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

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

1. That I have personal knowledge of the facts contained herein, and I am competent to testify thereto. I am the Defendant in the case of *Stipp v. Stipp*, case number D08-389203-Z in the Eighth Judicial District Court, State of Nevada. I submit this affidavit in support of my Supplement to Opposition to Countermotion to Set Aside August 7, 2009 Stipulation and Order Due to Defendant's Fraud upon the Court, Grant Discovery, Partition Undisclosed Marital Assets, and for Sanctions.

2. The Amended and Restated Operating Agreement for Aquila Investments, LLC ("Aquila Investments") effective January 1, 2006 (the "Aquila Operating Agreement") defines the interest of Stipp Investments, LLC ("Stipp Investments") in Aquila Investments. Christina Stipp ("Christina") received a copy of the Aquila Operating Agreement in 2006 and again in 2008 at the time of our divorce. Stipp Investments owned ten percent (10%) of the Class II Units in Aquila Investments and these units are defined as a "**profits interest only**" in the Aquila Operating Agreement. The grant of a profits interest in Aquila Investments entitled Stipp Investments to participate in the value of the real estate projects owned by limited liability companies in which Aquila Investments was a member in excess of the initial base value of those projects as determined by William W. Plise ("WWP"). City Crossing was by far the most significant asset of Aquila Investments. In short, Stipp Investments was entitled to ten percent (10%) of all future profits and growth in value above $24,195,390 in City

Crossing.[1] Attached as Exhibit B to my supplement are the relevant portions of the Aquila Operating Agreement.

3. Christina and I entered into a Marital Settlement Agreement dated as of February 20, 2008 (the "MSA"). The MSA was incorporated into the Decree of Divorce entered by the Court on March 6, 2008 (the "Decree").

4. Section 2.1(b)(iii) of the MSA and the Assignment attached as Exhibit D to the MSA (the "Assignment") make it clear that I received ownership of Stipp Investments as my sole and separate property, that Stipp Investments owned a profits interest in Aquila Investments (and that Christina was aware of the nature of the interest), and that Christina would receive fifty percent (50%) of any distributions paid to Stipp Investments by Aquila Investments after I received the first $250,000 beginning on February 20, 2008.

5. City Crossing was a planned $2 billion, 126-acre mixed-used project that was never constructed. Therefore, no profits were available for distribution to Stipp Investments. In fact, to the best of my knowledge, WWP never even received his $24,195,390 in City Crossing.

6. The $6.95 million distributed to Aquila Investments from City Crossing in 2007 and 2008 (approximately $3.4 million on June 13, 2007, approximately $2.8 million on July 27, 2007, and $750,000 on March 12, 2008) was loan proceeds (not profits) borrowed by City Crossing and guaranteed by Aquila Investments and personally by WWP as part of real estate loans. Aquila Investments and WWP are obligated to repay these amounts to the lenders of City Crossing. Neither Stipp Investments nor I guaranteed any loan for City Crossing. Stipp Investments also never received any distributions.

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[1] City Crossing was formerly known as Sage Mountain Commerce Center.

7. WWP did not receive $62 million as Christina alleges. The bankruptcy schedules only show $6.95 million paid to Aquila Investments in 2007 and 2008. Christina's faulty analysis amounts to multiplying ten percent (10%) (which was the percentage of Stipp Investments' profits interest in Aquila Investments) by $62 million (a number Christina simply makes up) to arrive at $6.2 million. Then, she claims that I received $6.2 million in 2007 plus a $750,000 bonus in 2008 to arrive at $6.95 million. Her allegations are purposely crafted to match the distributions received by Aquila Investments as reported in the bankruptcy schedules. However, Christina's matching game has no basis in any kind of reality.

8. Simultaneously with my supplement, I submitted ex parte for the purposes of in camera review a copy of Aquila Investments' 2007 and 2008 U.S. federal tax returns. The returns show that Aquila Investments had losses (and not profits) in both years and that no distributions were ever made to Stipp Investments or me.

FURTHER, AFFIANT SAYETH NOT.

MITCHELL DAVID STIPP

Subscribed and sworn before me this 18th
day December, 2009.

NOTARY PUBLIC in and for
the State of Nevada

EXHIBIT B

AMENDED AND RESTATED OPERATING AGREEMENT OF AQUILA INVESTMENTS, LLC

A Nevada limited-liability company

2.1.2. "Book Adjustments" shall mean adjustments with respect to the Gross Asset Value of the assets of the Company or attributable to any Class for depreciation, depletion, amortization, and gain or loss, as computed in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations.

2.1.3. "Capital Contributions" means, with respect to any Member, the amount of money, the services and the initial Gross Asset Value of any Property (other than money) contributed to the Company with respect to such Member's Units.

2.1.4. "Class I Projects" means the Company's rights, title and interest in all of the Property of the Company, other than the Class II Projects.

2.1.5. "Class II Projects" means the Company's rights, title and interest in the Property and Projects listed on Schedule II attached hereto and incorporated herein by this reference.

2.1.6. "Class I Unit" means an interest in the Company representing a fractional share in the Profits and Losses and distributions attributable to the Class I Projects and having the rights, preferences and obligations specified in this Agreement with respect to the Class I Units.

2.1.7. "Class II Unit" means an interest in the Company representing a fractional share in the Profits and Losses and distributions attributable to the Class II Projects and having the rights, preferences and obligations specified in this Agreement with respect to the Class II Units; provided, however, that the Class II Units held by the Non-Managing Member shall be a profits interest only and shall not have any right or interest to participate in the capital appreciation of the Class II Projects that accumulated prior to January 1, 2006 as indicated on Schedule I and Schedule II.

2.1.8. "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.1.9. "Gross Asset Value" means, with respect to any Property, the fair market value of such Property attributable to a particular Class at the time of its contribution to the Company (as adjusted by Book Adjustments) without respect to the assets attributable to such Class that have been revalued, the fair market value of such assets as adjusted pursuant to Code Section 734, 743 and 754 whenever it is determined by the Management Committee, in the Management Committee's business judgment, that such adjustment is appropriate and advantageous to the Company or the Class, as the case may be.

2.1.10. "Majority" means the Members holding a majority of the Percentage Interests (as defined in Section 2.1.7. of this Agreement) of a particular Class or of all Classes, as the case may be.

2.1.11. "Managing Member" means William W. Plise and his successors and assigns.

2.1.12. "Non-Managing Member" means Stipp Investments, LLC and its successors or assigns.

2.1.13. "Percentage Interest" of each Member shall mean, as of any date, the ratio (expressed as a percentage) of the number of Units for a particular Class or of all Classes, as the case may be, held by such Member on such date to the aggregate number of Units issued and outstanding in such Class or of all Classes, as the case may be, held by Members on such date.

2.1.14. "Profits" and "Losses" mean, for each Allocation Year, the income gain, loss, deductions, and credits, as the case may be, of the Company or attributable to a particular Class, as the case may be (including items not subject to federal income tax or deductible for federal income tax purposes), whether in the aggregate or separately stated, as appropriate, determined under federal income tax principles.

2.1.15. "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

particular Class as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

3.8. Tax Allocations: Code Section 704(c)

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital for a particular Class shall, solely for tax purposes, be allocated among the Members of such Class so as to take account of any variation between the adjusted basis of such Property for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value) using the traditional method with curative allocations.

In the event the Gross Asset Value of any Property is adjusted pursuant to subparagraph (b) of Section 2.1.5 of this Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any election or other decision relating to such allocations shall be made by the Management Committee in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3.8 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

4. DISTRIBUTIONS

4.1. Net Cash Flow

4.1.1. Except as otherwise provided in Section 12 or unless otherwise determined by the Management Committee in its sole discretion, Net Cash Flow, if any, attributable to Class I Projects shall be distributed to the Members of Class I Units in proportion to their respective Percentage Interests in such Class.

4.1.2. Except as otherwise provided in Section 12, Net Cash Flow, if any, attributable to each of the Class II Projects shall be distributed to the Members of Class II Units no later than ten (10) days after the end of each fiscal quarter as follows: (a) First, until the amount of the Equity Account attributable to the Class II Project is zero (0), to the Managing Member; and then (b) to the Members of Class II Units in proportion to their respective Percentage Interests in such Class.

4.1.3. Except as otherwise provided in Section 12 or unless otherwise determined by the Management Committee in its sole discretion, Net Cash Flow, if any, attributable to a particular Class (other than Class I Units and Class II Units) shall be distributed to the Members of such Class in proportion to their respective Percentage Interests in such Class.

4.1.4. The Company shall distribute cash to the Members at least ten (10) business days prior to the federal filing deadline (including any extensions) for the filing of the federal tax return for the Company for each Tax Year until each Member has been distributed cash equal to the excess of (a) the product of (i) the Assumed Tax Rate for the Tax Year and (ii) the Profits allocated to such Member under Section 3.2 for such Tax Year as reduced by any Losses allocated to it under Section 3.3 for such Tax Year (the "Final Tax Distribution"), over (b) any Estimated Tax Distributions (as defined below) paid with respect to such Tax Year. "Assumed Tax Rate" for a Tax Year shall mean the highest effective

marginal combined federal, state and local income tax rate prescribed for individuals with respect to such Tax Year for an individual residing in Nevada (taking into account the deductibility of state income taxes for federal income tax purposes). Notwithstanding the foregoing, the Company shall, within ninety (90) days after the end of each Tax Year, make distributions ("Estimated Tax Distributions") to the Members until each Member has been distributed cash equal to such Member's tax liability (calculated at the Assumed Tax Rate) estimated for the Tax Year to be imposed on the Profits estimated by the Management Committee to be allocated to such Member under Section 3.2 as reduced by any Losses estimated by the Management Committee to be allocated to such Member under Section 3.3 If the Estimated Tax Distributions made to any Member for any Tax Year exceeds the Final Tax Distribution for such Tax Year (the "Excess Distribution"), then the Management Committee shall apply the Excess Distribution against subsequent distributions made to such Member under this Section 4.1.4.

4.2. AMOUNT WITHHELD

4.2.1. State, Local or Foreign Taxes. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to the Members for whom such amounts were withheld for all purposes of this Agreement. Each Member hereby authorizes the Company to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state, local or foreign government, any amounts required to be withheld pursuant to the Code or any provisions of any other federal, state or local law or any foreign law, and shall allocate any such amount to the Member for whom such amount was withheld.

4.2.2. Distributions Attributable to Members. At the discretion of the Management Committee, the Management Committee may withhold certain amounts from the distributions to the Members for certain debts owed to the Company or a Class. The Members hereby acknowledge and agree that any amounts withheld by the Management Committee from such distributions shall be deemed to have been made to the specific Member and that the specific Member shall be responsible for all of the tax-related obligations associated with such amounts that are deemed to have been distributed to such Member.

5. MANAGEMENT

5.1. MANAGERS; MANAGEMENT COMMITTEE

5.1.1. Management Committee; Voting. Except as otherwise expressly provided in this Agreement, the Members agree that the management of the Company shall be exclusively vested in a management committee (the "Management Committee"), the member(s) of which (the "Manager(s)") has been appointed by the Class I Member in Section 5.1.2 of this Agreement. Each Manager shall have one (1) vote. Except as otherwise provided in this Agreement, the Management Committee shall act by the affirmative vote of a majority of the total number of Managers on the Management Committee.

5.1.2. Number of Managers. The initial number of Managers on the Management Committee shall be one (1); provided, however, that the number of Managers on the Management Committee may be increased or decreased, from time to time, by a Majority of Class I Units. The name and address of the initial Manager is:

SCHEDULE I – MEMBERS

(UPDATED AS OF JANUARY 1, 2006)

The Class, Project, name, address, original Capital Contribution, Units and Percentage Interest of each Member are set forth as follows:

Class (Project)	Names and Address	Original Capital Contribution	No. of Units of Class	% of Class
Class I Units (All Property Excluding Class II Projects)	William W. Plise 5495 South Rainbow Blvd., Suite 202 Las Vegas, Nevada 89118	Cash, property and services	10,000	100%
	Total	**Cash, Property and Services**	**10,000**	**100%**
Class II Units (All Class II Projects listed on Schedule II-Class II Projects)	William W. Plise 5495 South Rainbow Blvd., Suite 202 Las Vegas, Nevada 89118	All Class II Projects with the Equity Accounts indicated on Schedule II – Class II Projects	9,000	90%
	Stipp Investments, LLC 5495 South Rainbow Blvd., Suite 202 Las Vegas, Nevada 89118	Services (for a profits interest only in the Class II Projects, but excluding any capital right or interest to share in the appreciation of the Class II Projects that has accumulated prior to the date of January 1, 2006)	1,000	10%
	Total	**Class II Projects and Services**	**10,000**	100%

Class II Projects	Equity Accounts As of January 1, 2006
All the Company's right, title and interest in and to the membership interests of one or more limited liability companies that own the real property described as Lot One (1) of "ANN ROAD-U.S. 95 COMMERCIAL PARK", as shown by map thereof on file in Book 99 of Plats, Page 16, in the Office of the County Recorder of Clark County, Nevada, including the following: (a) the land and improvements thereon; (b) all easements, hereditaments and appurtenances thereto belonging, and (c) all liens, debts and obligations associated therewith.	$2,000,000
All the Company's right, title and interest in and to the membership interests of Plise Development & Construction, LLC.	$857,635
All the Company's right, title and interest in and to the membership interests of Plise Companies, LLC.	$736,556
All the Company's right, title and interest in and to the membership interests of Cornerstone Mortgage, LLC.	$100,524

SCHEDULE II – CLASS II PROJECTS

(UPDATED AS OF JANUARY 1, 2006)

Class II Projects	Equity Accounts As of January 1, 2006
All the Company's right, title and interest in and to the membership interests of one or more limited liability companies that own the real property described as Lot One (1) of Sage Mountain Commerce Center as shown by Map thereof in file in Book 111 of Plats, Page 6, in the Office of the County Recorder of Clark County, Nevada, including the following: (a) the land and improvements thereon; (b) all easements, hereditaments and appurtenances thereto belonging, and (c) all liens, debts and obligations associated therewith.	$24,195,390
All the Company's right, title and interest in and to the membership interests of one or more limited liability companies that own the real property described as Rainbow Sunset Pavilion as shown by Map on file in Book 123 of Plats, Page 92, in the Office of the County Recorder of Clark County, Nevada, including the following: (a) the land and improvements thereon; (b) all easements, hereditaments and appurtenances thereto belonging, and (c) all liens, debts and obligations associated therewith.	$11,426,400

DOCKETING STATEMENT
EXHIBIT F

FILED

Dec 5 10 AM '09

RPLY
CHRISTINA C. STIPP
Nevada Bar No. 007929
11757 Feinberg Place
Las Vegas, Nevada 89138
Telephone: (702) 610-0032
Facsimile: (702) 240-4937

In Proper Person

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

CHRISTINA CALDERON STIPP, Plaintiff, vs. MITCHELL DAVID STIPP, Defendant.	CASE NO.: D-08-389203-Z DEPT. O Hearing Date: December 8, 2009 Hearing Time: 10:00 a.m.

REPLY IN SUPPORT OF COUNTERMOTION TO SET ASIDE AUGUST 7, 2009 STIPULATION AND ORDER DUE TO DEFENDANT'S FRAUD UPON THE COURT, GRANT DISCOVERY, PARTITION UNDISCLOSED MARITAL ASSETS, AND FOR SANCTIONS

COMES NOW, plaintiff CHRISTINA CALDERON STIPP ("CHRISTINA"), appearing in proper person, submits the following points and authorities in reply to Defendant Mitchell David Stipp's (MITCH) opposition to CHRISTINA'S COUNTERMOTION TO SET ASIDE AUGUST 7, 2009 STIPULATION AND ORDER DUE TO DEFENDANT'S FRAUD UPON THE COURT, GRANT DISCOVERY, PARTITION UNDISCLOSED MARITAL ASSETS, AND FOR SANCTIONS.

This reply and opposition is made and based upon the points and authorities attached hereto, the pleadings and papers on file in this action, and the oral argument at the time of hearing on this matter.

DATED this 8th day of December 2009.

BY: Christina C. Stipp

CHRISTINA C. STIPP
Nevada Bar No. 007929
11757 Feinberg Place
Las Vegas, Nevada 89138
Telephone: (702) 240-7080
Facsimile: (702) 240-4937

In Proper Person

I. INTRODUCTION

MITCH asks this Court, in his opposition to CHRISTINA'S countermotion, to take his "word" for it that he did not receive any part of the $6.9 million in distributions CHRISTINA believes he earned during the course of their marriage. He makes no attempt, however, anywhere in his opposition, to explain how it is that he is now able to "retire" at age 34, an admission he makes in his motion, having previously only worked only minimally on behalf of his insolvent company for the interim period from the time of the parties' divorce on May 2, 2008 until only recently, yet another admission made in his motion. He claims that CHRISTINA does not know what she is talking about concerning his company's finances, but his own statements and the record of events surrounding the parties' divorce and his company's immediate bankruptcy filing the month following this Court's entry of the Decree prove otherwise. MITCH'S statements concerning his own ability to "retire" at age 34, maintain

$35,000/month expenses having had only limited employment working on behalf of his insolvent company, and now no job at all, constitutes prima facie evidence meriting discovery.

Furthermore, public records prove that $6.9 million was transferred by his company's main asset holding branch to an entity admittedly owned only by MITCH and one other person, his former boss, William Plise. The last of the distributions collectively totaling $6.9 million, was a sum of $750,000, which mirrors the exact amount of a bonus MITCH had been expecting to receive from his company, but later claimed, when divorce became imminent, that he was no longer going to receive. The distribution was made, tellingly, only 6 days after the Court filed, but did not enter, the Decree. These facts, coupled with MITCH'S own admissions, constitute prima facie evidence supporting discovery in this case.

Pending discovery and partitionment, CHRISTINA requests that the Court ***immediately*** enter a temporary injunction preventing MITCH from: transferring, encumbering, concealing, selling or otherwise disposing of any of the undisclosed community property of the parties or any property which is the subject of CHRISTINA'S claim of community interest, without the written consent of CHRISTINA or the permission of the Court. Given MITCH'S penchant for fraud, it is imperative that the Court protect CHRISTINA'S interests in this community property.

II. ARGUMENT

1. MITCH COMMITED FRAUD UPON THE COURT

MITCH committed fraud upon the Court when he and his counsel willfully withheld from this Court's consideration, the fact of his arrest and prosecution for DUI. Contrary to law as well as common sense, MITCH now contends in his opposition that he was not required to disclose this information to the Court given that, in his opinion, it was "not relevant

to his fitness as a parent." Such blatant disregard for the ethical obligations incumbent upon him, *see* NRPC 3.3(a), should be addressed by the Court by denial of his motion and significant monetary sanctions given his seemingly bottomless pocket and asserted desire to continue this litigation indefinitely. CHRISTINA urges the Court to sanction MITCH for committing professional misconduct and to separately, vacate the judgment upon MITCH's blatant fraud upon the Court, and reinstitute the original timeshare.

MITCH argues in his opposition that his own safety threat warrants the assessment he requests of the Court, but such is not the case. He should not get rewarded for his own unclean hands. The parties' children are only 2 and 5 years old. Instead, given their young age and MITCH's proven history of alcohol abuse and reckless driving, an individual psychological assessment of MITCH and his own alcohol problems would be warranted, not a comprehensive assessment of the parties and their children. At minimum, the Court should enter orders protecting the safety of the children given the threats posed by MITCH'S alcoholism and reckless driving.

2. Further Fraud on the Court Affecting MITCH'S Credibility

As further evidence of MITCH'S willingness to commit additional "fraud upon the Court," as well as demonstrating his inability and refusal to coparent, MITCH describes in great detail in his opposition the fact that, unbeknownst to CHRISTINA or the Court, he decided to violate EDCR 5.12 and the express provisions of the MSA at Section 1.1(a)(ii) by secretly seeking treatment of their daughter, Mia, by Dr. Melissa Kalodner, the same psychologist MITCH described in his Motion as being expressly rejected by CHRISTINA for treatment of Mia. In blatant derogation to these rules and requirements, as well as to his duty of candor the tribunal in terms of filing a motion seeking relief that he had already taken upon himself to

obtain, MITCH then attached to his opposition a letter from Dr. Kalodner purportedly serving as "expert opinion" "proving" his abuse claims. Far from "proof" of abuse, the letter is simply confirmation that MITCH coached Mia during substantial treatment of her that he deliberately kept CHRISTINA from knowing about in any way. Clearly, MITCH is willing to commit fraud whenever and wherever possible to further his own best interests, i.e., to harass CHRISTINA by continually abusing the judicial process.

3. RELEVANT FINANCIAL DISCOVERY AND PARTIONMENT OF ASSETS IS WARRANTED WHERE, AS HERE, MITCH FRAUDULENTLY CONCEALED MARITAL ASSETS

MITCH'S fraudulent conduct is not limited to drinking, driving or obtaining secret medical treatment for the parties' daughter. If Mitch is "retired" at age 34, as he now claims, then it appears that he either lied about the full extent of the parties' marital estate, or he is lying now about his "retirement." In his opposition, MITCH claims that, "[f]or the record, Mitchell did not receive any portion of the distributions paid to Aquila as described above (including any portion of the distribution paid on March 12, 2009). This statement should be the end of the inquiry." As described in detail in CHRISTINA'S Countermotion, filed on November 30, 2009, and as demonstrated above, the Court should not take MITCH'S "word" for anything.

MITCH claims in his opposition that CHRISTINA is seeking a "fishing expedition" based on pure speculation. However, MITCH'S own statements of "retirement" for life at the age 34 as well as available, though extremely limited public records, prove that a prima facie case exists for discovery, as well as a demonstrated need for such discovery on the basis of the lack of such available information. In addition to the parties' Marital Settlement Agreement, addressed below, which specifically addresses the situation where, as here, a party has not disclosed community property, the Nevada Supreme Court permits parties to recover

such "omitted" assets. *See Amie v. Amie*, 106 Nev. 541, 796 P.2d 233 (1990) (affirming post-divorce judgment for recovery of community property omitted from the parties' division of property).

CHRISTINA'S countermotion for the Court to partition such marital property is specifically provided for in the parties' Marital Settlement Agreement at Section V. The nondisclosure of such assets, the parties' explicitly agreed would be considered "extrinsic fraud," for which they agreed to provide each other the remedy of partitionment. *See* Decree, Ex. 2, at 8, Sec.V, "UNDISCLOSED PROPERTY." The parties also contractually agreed that no statute of limitations would begin to run on such an action until "actual discovery" of such property was made; a circumstance that has yet to occur. *Id.*

MITCH claims that CHRISTINA doesn't know what she is talking about regarding his company's financial affairs. His own financial acuity or CHRISTINA'S lack thereof, however, should not justify denying CHRISTINA such relevant discovery. It is exactly due to MITCH'S facility with the law of finance and his penchant for fraud, that CHRISTINA should be accorded the opportunity for discovery given such blatant evidence of fraud.

MITCH also confirms in his opposition that he did indeed buy a $220,000 home for his parents, as CHRISTINA alleged. Given this expenditure and MITCH'S asserted $500,00 in assets upon the divorce, his "retirement," which MITCH has chosen not to explain, can only be explained by fraud. In any case, MITCH opened the door to such discovery, and it is more than amply warranted now.

4. SPECIFIC DISCOVERY REQUESTS

MITCH expresses concern about the scope of such discovery. To address his concerns, CHRISTINA is willing to, and asked the Court to consider granting her immediate, but initially limited discovery as follows, with further discovery to be determined by the Court pursuant to the findings of the initial discovery:

1. MITCH'S Wells Fargo Bank Mortgage Documentation. In July 2009, the month after his company filed bankruptcy and only two months after the parties' divorce, MITCH applied for and obtained a now-unheard of Jumbo Loan in an amount exceeding $1 million. He obtained this loan in order to pay off CHRISTINA, who, according to the terms of the MSA, had loaned MITCH $1 million of her marital settlement, which she secured with his home.

CHRISTINA used the same loan officer and bank to secure a $300,000 mortgage on her own home. The bank requested significant documentation as to her assets and income. CHRISTINA believes a subpoena to Wells Fargo would uncover MITCH'S nondisclosed marital assets.

2. Affidavit of Financial Condition. CHRISTINA requests that MITCH complete an entire AFC. MITCH claims that the limited one he supplied upon the parties' post-divorce litigation does not prove fraud. However, the limited nature of the information provided does not explain the anomaly presented by MITCH'S retirement, his company's bankruptcy, and the limited amount of assets he received upon the parties' divorce. CHRISTINA further requests that MITCH be required to comply with NRCP 16.2, and asks this Court to award CHRISTINA deliberately hidden assets in their entirety.

III. CONCLUSION

For all of the foregoing reasons, CHRISTINA countermoves for the following:

1. Vacating the SAO and, thereby, reinstituting the parties' original 80%/20% timeshare based upon N.R.C.P. 60(b) and MITCH and his counsel's fraud upon the Court;

2. Restricting MITCH'S visitation to accommodate safety concerns associated with his alcohol abuse and reckless driving record;

3. Granting CHRISTINA discovery to uncover any other omissions regarding MITCH'S criminal record and alcohol abuse;

4. Sanctioning MITCH and his counsel for their professional misconduct and for the filing of MITCH'S baseless motion pursuant to EDCR 7.60 and the inherent power of the Court to sanction misconduct before it;

5. Awarding CHRISTINA attorney's fees, pursuant to the parties' Marital Settlement agreement, hereafter MSA, incurred from December 2008 until the present;

6. Granting CHRISTINA relevant financial discovery to a) substantiate MITCH'S claims of wealth as it pertains to his stated availability to care for the parties' children more, and b) to determine the extent to which MITCH defrauded CHRISTINA of her rightful share of the marital estate and/or of post-divorce distributions she was and is entitled to receive pursuant to the Decree; and

7. Granting a temporary injunction preventing MITCH from: transferring, encumbering, concealing, selling or otherwise disposing of any of the undisclosed community property of the parties or any property which is the subject of CHRISTINA'S claim of community interest, without the written consent of CHRISTINA or the permission of the Court;

8. Partitioning any "undisclosed property" pursuant to the express terms of the Decree.

BY: Christina C. Stipp

CHRISTINA C. STIPP
Nevada Bar No. 007929
11757 Feinberg Place
Las Vegas, Nevada 89138
Telephone: (702) 240-7080
Facsimile: (702) 240-4937

In Proper Person

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that on this 30th day of November, 2009, I faxed a true copy of the following:

REPLY IN SUPPORT OF COUNTERMOTION TO SET ASIDE AUGUST 7, 2009 STIPULATION AND ORDER DUE TO DEFENDANT'S FRAUD UPON THE COURT, GRANT DISCOVERY, PARTITION UNDISCLOSED MARITAL ASSETS, AND FOR SANCTIONS

TO:

RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
64 N. Pecos Road, Suite 700
Henderson, Nevada 89074
Attorneys for Defendant

DATED this 8th day of December 2009.

By Christina C. Stiggs

DOCKETING STATEMENT
EXHIBIT E

Docket 57327 Document 2012-14005

RPLY
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DISTRICT COURT
CLARK COUNTY, NEVADA

CHRISTINA CALDERON STIPP, Plaintiff, v. MITCHELL DAVID STIPP, Defendant.	CASE NO.: D08-389203-Z DEPT.: O DATE OF HEARING: December 8, 2009 TIME OF HEARING: 10:00 a.m.

REPLY TO OPPOSITION TO DEFENDANT'S MOTION TO CONFIRM PARTIES AS JOINT CUSTODIANS AND TO MODIFY TIMESHARE ARRANGEMENT
AND
OPPOSITION TO COUNTERMOTION TO SET ASIDE AUGUST 7, 2009 STIPULATION AND ORDER DUE TO DEFENDANT'S FRAUD UPON THE COURT, GRANT DISCOVERY, PARTITION UNDISCLOSED MARITAL ASSETS, AND FOR SANCTIONS

COMES NOW, Defendant MITCHELL D. STIPP, by and through his attorney Radford J. Smith, Esq., and submits the following points and authorities in reply to Plaintiff CHRISTINA C. STIPP's opposition and in opposition to Plaintiff's countermotion, as described above and filed on November 30, 2009.

This reply and opposition is made and based upon the points and authorities attached hereto, the Affidavit of Defendant MITCHELL STIPP attached hereto as Exhibit "A" and evidence attached as

Exhibits hereto, the pleadings and papers on file in this action, and any oral argument or evidence adduced at the time of the hearing of this matter.

DATED this 7th day of December, 2009.

RADFORD J. SMITH, CHARTERED

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I.

INTRODUCTION

Defendant Mitchell Stipp ("Mitchell") filed his Motion to Confirm Parties as Joint Physical Custodians and to Modify Timeshare Arrangement on October 29, 2009. Plaintiff Christina Calderon-Stipp ("Christina") filed her opposition and countermotion on November 30, 2009. Christina's opposition was due on November 25, 2009. Therefore, the opposition is untimely and should not be considered by the Court.

Christina will likely argue for a continuance of the December 8, 2009 hearing because she has not had sufficient time to review and respond to Mitchell's reply and opposition because it was filed on the day before the hearing. Based on the timing of the filing of Christina's opposition and countermotion, Mitchell filed his reply and opposition at the earliest possible time prior to the hearing. In the event that the Court continues the hearing to provide Christina additional time to file appropriate pleadings, this Court should send this matter to assessment with a qualified psychologist. As it is Christina's failure to timely file her opposition, the Court could use the time of any delay to get to the

bottom of the child custody issues raised by both parties. Such an assessment is warranted in this case. As set forth in Mitchell's motion, Christina is emotionally abusing Mia Stipp ("Mia"), the parties' five (5) year old daughter.

II.

ARGUMENT

1. Countermotion to Set Aside August 7, 2009 Stipulation and Order should be Denied; No Fraud has been Committed; and Child Assessment should be Ordered

For the first time, Christina alleges in her opposition and countermotion that Mitchell is unfit. Christina alleges that Mitchell was arrested for and charged with driving under the influence of alcohol and that Mitchell has a bad driving record. Christina failed to comply with E.D.C.R. 5.11 prior to filing her countermotion.

(a) Mitchell's DUI arrest does not make him unfit.

Mitchell was arrested on May 12, 2008 for misdemeanor driving under the influence of alcohol. At the time of Mitchell's arrest, Mitchell believed that he passed a field sobriety test but failed the preliminary breath test.[1] Mitchell consumed two (2) alcoholic beverages[2] while eating dinner at Del Frisco's with co-workers from his prior employer, PLISE. Mitchell was pulled over by the Metropolitan Police Department a few blocks from the restaurant because his vehicle had expired registration tags. Mitchell elected to provide a blood sample at the Clark County Detention Center. Mitchell was transported to the Clark County Detention Center, provided a blood sample, and was released a few hours later. Upon his release, Mitchell was provided a court date of August 12, 2008. Mitchell engaged Frank Cremen, Esq., to represent him. Around the first week of August of 2008, Mr. Cremen contacted

[1] The arresting officer informed Mitchell at the time of his arrest that he registered a preliminary breath test result of 0.09.

[2] Mitchell weighs approximately 145 pounds and is 5 feet 8 inches tall.

Mitchell to inform him that the Clark County District Attorney's Office had not approved a criminal complaint against him. At that point, Mitchell also had not received any notice from the Nevada Department of Motor Vehicles (the "Nevada DMV") suspending his driver's license. Therefore, Mitchell believed he would not be prosecuted.

Mr. Cremen contacted Mitchell sometime in December of 2008 to inform him that a criminal complaint had been filed against him on December 2, 2008 for misdemeanor driving under the influence of alcohol (NRS 484.379). An initial arraignment was scheduled for December 30, 2008. Mitchell did not attend. Mr. Cremen attended the arraignment and entered a plea of not guilty on Mitchell's behalf. Trial was scheduled for May 21, 2009. Some time before the trial date (but after Mitchell filed his January 8, 2008 opposition and countermotion), Mr. Cremen contacted Mitchell to discuss the arrest report and laboratory results. Mr. Cremen informed Mitchell that the blood sample taken on the day of his arrest contained a concentration of alcohol of 0.117 grams per 100 milliliters of blood. Mr. Cremen negotiated a plea agreement, and Mitchell pled no contest (with adjudication to be withheld pending completion of DUI School and a victim impact panel) to reckless driving on May 27, 2009. Mitchell successfully completed the conditions to his plea arrangement. Accordingly, on August 26, 2009, the complaint was amended to reckless driving and the case was closed. At no time did the Nevada DMV suspend Mitchell's driving privileges.

Christina argues in her opposition and countermotion that Mitchell's failure to disclose the above-described matter amounts to fraud sufficient to set aside the parties' August 7, 2009 stipulation and order under Nev. R. Civ. P. 60(b) and re-institute the parties' original timeshare arrangement, is a violation of N.R.P.C. 3.3 and 8.4, justifies sanctions against Mitchell to reimburse Christina for more than $100,000 in legal fees and costs incurred by her litigating the post-divorce custody matters, and requires this Court to issue non-descript orders to accommodate Christina's "safety concerns."

Christina states in paragraph 17 of her affidavit that she learned of Mitchell's arrest only after entering into the August 7, 2009 stipulation and order. Mitchell believes Christina searched the public records for "dirt" only after receiving Mitchell's motion based on the November 24, 2009 date of the certified copy of the Disposition Notice and Judgment attached to her pleadings. Specifically, Christina recounts an event that occurred while driving with the children in her automobile in September of 2009 when the children saw a police car driving with its lights and sirens activated. This event apparently prompted the children to tell Christina that Mitchell had been stopped by the police for speeding and that Mitchell received a ticket. With this information, Christina admits to searching the public records to "find out the truth about this violation[,]" and low and behold she discovered that Mitchell was arrested in 2008 (after the parties divorced and several months before Christina instituted the post-divorce litigation). Rather than communicate any concerns to Mitchell about this information, according to Christina's affidavit, she instead contacted the State Bar of Nevada to determine if Mitchell reported this matter as she alleges is required by S.C.R. 111(2)[3] and filed a bar complaint against Mitchell and his counsel for failing to disclose the matter to the Court during the pendency of the prior post-divorce proceedings. This conduct does not satisfy E.D.C.R. 5.11, seems inconsistent with a parent who is really concerned about the well-being of the children, and is really designed to punish Mitchell and his counsel for filing Mitchell's motion.

Since the parties' divorce through the date of filing Christina's December 17, 2008 motion, Christina never communicated to Mitchell that she had any concerns regarding his use of alcohol. The first time Mitchell became aware of Christina's concerns was in her motion; however, she never alleged that Mitchell was unfit (including through the period after the August 7, 2009 stipulation and order),

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[3] Mr. Cremen advised Mitchell that no report was required under S.C.R. 111(2) based on the amended complaint and his no contest plea to reckless driving.

What has changed? Nothing--- except that Mitchell filed a motion on October 29, 2009 alleging that Christina is emotionally abusing Mia. As a result, Christina now alleges that Mitchell is unfit. Given this allegation, Mitchell believes it is even more important for the Court to order an assessment of the children to determine if Mitchell's alleged alcoholism and apparent reckless driving really pose a "safety threat" as Christina contends in her countermotion and opposition. Mitchell is not asking the Court to simply "take his word for it" that he is a fit parent as Christina alleges. Mitchell believes the Court has no other choice but to order an assessment under the circumstances to get to the bottom of these allegations. As Christina puts it, Mitchell "opened the door" with respect to his conduct, and Christina should not oppose an order for such relief (although she does in her pleadings). It does not make any sense to allege that Mitchell is unfit and poses a safety threat to the children and oppose Mitchell's request for a child custody assessment.

Neither Mitchell nor his counsel made any attempt to conceal Mitchell's arrest, charge or plea.[4] All statements made by Mitchell and his counsel in filings with and at all hearings before the Court have been true and accurate with respect to Mitchell's use of alcohol. Christina actually cites specific statements of Mitchell in his January 8, 2009 opposition and countermotion as the primary support for her position that Mitchell and his counsel perpetrated a fraud on this Court which she emphasized:

> Mitchell denies that he is an alcoholic or drinks too much alcohol. **In fact, Mitchell now rarely consumes alcohol. In the unlikely event that Mitchell consumes alcohol, he does so responsibly** and never during the days and times that Mitchell has visitation with the children.

These statements were true and accurate when Mitchell made them (and are true and accurate now). His arrest eight (8) months before Mitchell filed his January 8, 2009 opposition and countermotion do not make any of these statements false or misleading and certainly do not amount to

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[4] At the time Christina filed her initial motion in December of 2008, the arrest and charge was a matter of public record.

fraud on the Court. In fact, Mitchell's use of the word "now" makes it very clear that he acknowledges drinking more in the past. Regardless, at the time Mitchell was arrested, Mitchell's children were not present in the automobile. The arrest did not occur during any period of Mitchell's timeshare with the children. No property was damaged, and no one was injured. Mitchell has not been arrested for or charged with any alcohol related offenses since that time. Mitchell accepted complete responsibility for his actions, paid a fine of $580 and learned a significant and important lesson from attending DUI School and a victim impact panel.

There is absolutely no legal basis to set aside the August 7, 2009 stipulation and order on the basis of fraud as Christina alleges. No fraud exists. Neither Mitchell nor his counsel had any legal or ethical obligation to communicate to Christina, her counsel, or the Court the facts of Mitchell's arrest, charge or plea. Mitchell's arrest, charge, and plea are not relevant to his fitness as a parent. Therefore, the Court should not punish Mitchell as Christina requests by taking time away from him with his children. Mitchell also should not have to pay as sanctions Christina's prior legal bills; he did not initiate the litigation in December of 2008, he had every right to oppose Christina's motion and file his own countermotion to obtain additional time with the children, and his actions were in good faith and did not violate any court or professional rules.

(b) Mitchell's driving record is irrelevant.

Christina provides in footnote 3 of her opposition and countermotion alleged "evidence" of Mitchell's reckless driving. She attaches as Exhibit 7 to her pleadings an underwriting review and vehicle damage report from State Farm Insurance regarding a single vehicle accidence that occurred on November 7, 2006. Mitchell does not dispute that he was involved in an accident in November of 2006 the specific circumstances of which are detailed in the insurance records. However, Mitchell denies the accident was caused by alcohol as Christina alleges, and Christina has not proffered any evidence to

support her claim. Mitchell has also reviewed the traffic case records search attached as Exhibit 8 to Christina's pleadings and cannot determine on the basis of the review the specific charges (moving vs. non-moving violations) other than as identified on the report (which include license, insurance and registration citations), the specific circumstances of the citation, and/or the validity of the citation. This alleged "evidence" does not support Christina's reckless driving claims, is not relevant to Mitchell's fitness as a parent and certainly is not sufficient to justify a court order to address Christina's unsupported "safety concerns."[5] Furthermore, Christina alleged that Mitchell was a bad driver in the original divorce proceedings and in her December 17, 2008 motion which the Court denied.

For the record and in the interest of full disclosure, Mitchell received a traffic citation by the California Highway Patrol for speeding on Interstate 15 in August of 2009. The children were present in the vehicle when the violation occurred. Mitchell has not found a single case in Nevada or in any other jurisdiction where the custody designation and/or timeshare arrangement was changed on the basis of a minor traffic citation.

2. **Countermotion to Permit Financial Discovery should be Denied; No Fraud has been Committed; and Christina's request for a Temporary Injunctions should be Denied**

For the first time, Christina alleges in her opposition and countermotion that Mitchell fraudulently concealed at least $6.9 million from Christina prior to their divorce. Christina failed to comply with E.D.C.R. 5.11 prior to filing her countermotion.

(a) Christina's allegations of financial wrongdoing are pure fantasy and are designed to harass Mitchell because he filed his motion.

The parties entered into a Marital Settlement Agreement dated February 20, 2008 (the "MSA"). The terms and conditions were incorporated into the Decree of Divorce ("Decree"). The Decree was signed by the judge on March 5, 2008 and filed with the Clerk of the Court on March 6, 2008.

[5] A review of the same website records also reveals that Christina has received similar citations; however, Mitchell does not allege that they are relevant to the motions before this Court.

However, Christina now argues that the Decree was not effective until May 2, 2008--the date she claims the order was entered. Mitchell believes that Christina's position is based on the date of filing of the Notice of Entry of Decree of Divorce and Certificate of Mailing, which Mitchell assumes is May 2, 2008, but he admits he does not know. Regardless, the filing of this notice fails to control the validity of the order and its effectiveness with respect to the parties who received actual copies of the signed Decree on or about March 6, 2008. Mitchell fails to understand the significance of Christina's point on this matter. As far as Mitchell is concerned, it is immaterial as the Court will understand below.

Christina attaches as Exhibits 9-14 to her opposition and countermotion alleged "evidence" of Mitchell's financial fraud. These exhibits include Mitchell's February 19, 2009 Financial Disclosure Form (Exhibit 9), a printout from the Clark County Assessor's Website showing real property information for 1990 Granemore Street, Las Vegas, Nevada 89135 and a printout from the Nevada Secretary of State's Website showing LLC information for 1990 Granemore, LLC ("Granemore LLC") (Exhibit 10), bankruptcy schedules filed in connection with City Crossing 1, LLC's ("City Crossing") chapter 11 bankruptcy (Exhibit 11), Response of City Crossing's lender, Community Bank of Nevada ("CBON"), to City Crossing's motion to dismiss the chapter 11 bankruptcy (Exhibit 12), a printout from the Clark County Website showing a civil case records search performed on "William Plise" (Exhibit 13), and an Opposition filed by CBON to a motion filed by City Crossing at the time of its bankruptcy filing (Exhibit 14).

Mitchell's disclosure of his income in his February 19, 2009 Financial Disclosure Form was true and accurate when made. Christina has not argued that it was incomplete, misleading or false in any way. Despite Christina's attempt to do so, NO conclusion can be drawn from this form regarding Mitchell's assets or liabilities. Mitchell (just like Christina) was only required to supply income information and not expenses or a balance sheet. The fact that Mitchell reported an income of

approximately $2,000 per month reveals NOTHING about his assets or liabilities. Christina's conclusion that Mitchell's current monthly expenses amount to $35,000 is baseless and purely speculative. She cannot rely upon Mitchell's November 20, 2006 Affidavit of Financial Condition which was prepared three (3) years ago on the basis of Mitchell's and Christina's combined monthly expenses at a time when he was married to Christina but living separately. At the time of filing Mitchell's latest disclosure form, Christina did not make any objections. Mitchell is capable of paying his current child support obligations, and he has not asked the Court to modify them. The fact that he has elected not to work and does not seek to modify his support obligations should not "open the door" for a fishing expedition by Christina. Christina does not work, and apparently, is not planning to return to work any time soon. She reported receiving more income than Mitchell on a monthly basis in her latest financial disclosure form filed with the Court. Does this mean she fraudulently concealed marital assets that rightfully belong to Mitchell? Given the sudden and significant decrease in the value of Mitchell's home after their divorce, it appears that Christina likely received the better end of the deal and she is not happy that Mitchell is not suffering financially from this loss of equity.

The printouts from the websites of the Clark County Assessor and the Nevada Secretary of State regarding 1990 Granemore Street and Granemore LLC can only be used to support the proposition that a limited liability company managed by Mitchell is listed as the owner of a property addressed as 1990 Granemore Street and its last sales price was $221,990. These exhibits do not provide that Mitchell owns Granemore LLC, how this property was purchased, or whether Mitchell's parents live there, pay rent or how much rent they pay if they do. While Mitchell is not required to explain his real estate purchases, the Court should take note that Mitchell formed Granemore LLC to purchase the property, Mitchell leased it to his parents, and his parents pay sufficient rent to pay all mortgage, tax and

insurance costs and expenses. Basically, the property does not cost Mitchell anything to own and proves ABSOLUTELY NOTHING as it relates to Christina's allegations of fraud.

NONE of the exhibits attached to Christina's opposition and countermotion contains any information that money was ever paid to Mitchell. The fact that City Crossing (and its predecessor entities) distributed approximately $6.9 million to Aquila Investments, LLC ("Aquila") in the twelve (12) months preceding its bankruptcy filing (approximately $3.4 million on June 13, 2007, approximately $2.8 million on July 27, 2007, and $750,000 on March 12, 2009 according to the bankruptcy schedules) does not mean Mitchell received any portion of these distributions. Christina is particularly concerned with the $750,000 distribution paid to Aquila on or around the time of the parties' divorce. This explains Christina's fixation with the effective date of the Decree. Christina also claims that William Plise ("WWP") received $62 million in proceeds from buying out his partners at City Crossing. Mitchell is unaware how Christina arrived as this calculation and believes she "pulled it out of thin air." She does not specify the source or methodology other than wrongly concludes that WWP bought out his partners for $1.1 million per acre and therefore---with the waive of her magic wand---received $62 million. Then, Christina makes the magic leap that Mitchell should have (and did) receive $6.2 million which equals ten percent (10%) of $62 million (and coincidentally the amount set forth in the bankruptcy schedules for distributions paid to Aquila (excluding $750,000) during the twelve (12) months prior to City Crossing's bankruptcy). Mitchell does not understand Christina's magical calculation. For the record, Mitchell did not receive any portion of the distributions paid to Aquila as described above (including any portion of the distribution paid on March 12, 2009). This statement should be the end of the inquiry.

Christina attaches pleadings filed by CBON in City Crossing's bankruptcy. Their inclusion in Christina's opposition and countermotion is completely baffling. It appears that she has provided them

as "evidence" to demonstrate that WWP acknowledged that Stipp Investments, LLC ("Stipp Investments") owned a portion of Aquila (which Mitchell does not dispute) and that CBON argued during City Crossing's bankruptcy that the $6.9 million distributed to Aquila were fraudulent transfers under the bankruptcy code. Mitchell is not certain why this means he received any portion of the money. Christina has a copy of the operating agreement for Aquila. The operating agreement specifies how and when distributions are paid to its members. Under the operating agreement, Aquila was not obligated to distribute any money to Stipp Investments unless and until Aquila's preferred capital account was repaid. This event never occurred. Christina can simply review her 2006, 2007 and 2008 tax returns and she will discover that Aquila never issued a k-1 partnership return to Stipp Investments because no distributions were ever made to it.

And finally, Christina attaches a printout from the Clark County Website showing a civil case records search performed on "William Plise." Many of the cases shown are classified as "closed" and Mitchell again is not certain as to the document's relevance. Just because WWP and/or his affiliates have been sued does not mean Mitchell fraudulently concealed marital assets.

Basically, Christina attaches numerous documents she does not understand (or even tries to understand), misrepresents to the Court their significance, and alleges fraud on Mitchell's part (which is often the case when people do not understand financial matters---i.e., "must be fraud because someone got money and I didn't and I don't understand why") and demands intrusive and evasive discovery without any reasonable basis for doing so. Since the parties divorced (whether viewed as March 6, 2008 or May 2, 2008), Christina has never asked about any money to which she thought she was entitled as part of any alleged "bonus" paid to Mitchell or distributions paid to Aquila. Furthermore, the first time Christina has alleged that Mitchell has concealed marital assets rightfully belonging to her since the parties' divorce is in Christina's opposition and countermotion filed on November 30, 2009. It would

seem that the timing of Christina's allegations are suspect in light of Mitchell's motion, and Christina should not be permitted discovery and temporary injunctions based on pure fantasy.

3. **Mitchell's Motion is Timely and Proper**

(a) Res judicata does not bar Mitchell's motion.

Christina mischaracterizes Mitchell's motion as a motion for reconsideration and rehearing of previously litigated matters. She relies on E.D.C.R. 2.24(a) and (b) to support her position. Her reliance on these rules is an attempt to distract the Court. Mitchell's motion is timely. Mitchell alleges in his motion that Christina has emotionally abused Mia after the parties entered into the August 7, 2009 stipulation and order and that Mia is now suffering the emotional effects of such abuse.

Christina's reliance on *Willerton v. Basham, et al.*, 889 P.2d 823, 111 Nev. 10 (1995), for the proposition that res judicata bars Mitchell's motion is also misplaced. If Christina commits a bad act or multiple bad acts and the parties enter into a settlement resolving the specific matter(s), the settlement does not mean Christina can again commit the same or similar bad acts without ramifications (particularly if the bad acts involve the children and constitute abuse). Under Christina's theory, she is permanently protected from allegations of emotional abuse and is freely permitted to tell Mia after the August 7, 2009 stipulation and order that Mitchell is a cheater, that Amy Stipp ("Amy"), Mitchell's wife and the children's stepmother, stole him away from Christina, that Amy is really married to someone else and not Mitchell, that Christina hates Amy, and that the men Christina's dates will be Mia's new dad. Res judicata does not preclude this Court from considering Mitchell's motion.

(b) Adequate cause exists to hear Mitchell's motion.

Christina argues that "adequate cause" does not exist to warrant this Court's consideration of Mitchell's motion and it should be denied without a hearing. Assuming that Mitchell's motion should be treated by this Court as a motion to modify custody, Mitchell clearly sets forth a prima facie case for

modification as described in *Rooney v. Rooney*, 853 P.2d 123, 109 Nev. 540 (1993). The facts alleged by Mitchell in his motion are relevant to the grounds for modification and the evidence is not merely cumulative or impeaching. Christina does not dispute that allegations of emotional abuse are relevant grounds for modification. However, she simply wants this Court to dismiss them because she claims they are "old news" and/or simply untrue. The evidence of Christina's bad acts is not merely cumulative as Christina argues; therefore, adequate cause exists to hear Mitchell's motion.

4. **The Parties have Joint Physical Custody of the children; There has been a Substantial Change in Circumstances Affecting the Welfare of the Children**

(a) Mitchell's timeshare satisfies the Rivero II definition of joint physical custody.

The parties agreed in the MSA that they shall have joint physical custody of the children. The terms and conditions of the MSA were incorporated into the Decree except where changed by the August 7, 2009 stipulation and order. Since the parties entered into the stipulation and order, the Nevada Supreme Court issued its new opinion in *Rivero v. Rivero*, 125 Nev. Adv. Op. 34 (2009) ("*Rivero II*"), re-defining joint physical custody. Under *Rivero II*, the terms of the parties' custody arrangement will control except when the parties move the Court to modify the custody arrangement. 125 Nev. Adv. Op. 34 at 22.

Christina spends a significant portion of her opposition and countermotion focusing on the exact number of hours the children are in Mitchell's care for purposes of defining the parties' custody arrangement. Christina's analysis is contrary to the *Rivero II* criteria. The *Rivero II* court stated:

> In calculating the time during which a party has physical custody of the child, the district court should look at the number of days during which a party provided supervision of the child, the child resided with the party, and during which the party made the day-to-day decisions regarding the child. *The district court should not focus on, for example, **the exact number of hours the child was in the care of the parent***, whether the child was sleeping, or whether the child was in the care of a third-party caregiver or spent time with a friend or relative during the period of time in question

125 Nev. Adv. Op. 28-29 [Emphasis added].

Mitchell's current timeshare arrangement provides Mitchell with at least forty percent (40%) of the time or 146 days per year based on the criteria set forth above. However, Christina argues that Mitchell should not be permitted to count the days he has the children beginning at 6:00 p.m. as a full day. Mitchell disagrees; during these days Mitchell provides supervision of the children, the children reside with Mitchell, and Mitchell makes day-to-days decisions regarding the children.

Christina points to Mitchell's statements in his affidavit that additional legal burdens are now imposed on him after *Rivero II* that did not exist before the decision as proof that Mitchell admits that Christina actually has primary physical custody. Now, because of Mitchell's motion and in light of *Rivero II*, the Court is required to undertake the task of defining the parties' custody arrangement which Mitchell believed was settled based on the parties' timeshare at the time of entry of the August 7, 2009 stipulation and order. Mitchell's affidavit only makes references to this fact.

The title of Mitchell's motion as set forth in the certificate of service is irrelevant. The typographical error in the certificate of service should not undermine his legal position.

In the event that this Court determines that the parties' actual custody arrangement is not joint physical custody as defined by *Rivero II*, Mitchell acknowledges that his motion will be treated as a modification to a primary physical custodial arrangement. Under these circumstances, Mitchell agrees with Christina that the relevant considerations and applicable law for the Court to apply to Mitchell's motion are as follows: (1) whether there is a substantial change in the circumstances affecting the welfare of the children, and (2) whether the modification is in the children's best interests. *Ellis v. Carucci*, 123 Nev. 145, 150, 161 P.3d 239, 242 (2007).

(b) Mitchell desires to spend more time with his children and is not concerned about the designation of primary vs. joint physical custody.

Mitchell predicted that Christina would seek to minimize Mitchell's request for equal time by suggesting that he has requested such time only because of the new definition of joint physical custody

adopted by the Nevada Supreme Court in *Rivero II*, and not with an interest of actually spending time with the children. This argument truly makes no sense. Mitchell is unconcerned with labels---joint versus primary physical custodian---so long as he has adequate time with the children. The parties already have joint physical custody of the children based on the freedom of contract principles set forth in *Rivero II*. Furthermore, neither party is moving out of state or seeks to alter Mitchell's child support obligations. Mitchell seeks more time with his children, and Christina refuses to provide it.[6] Christina has never asked for more time (until now by virtue of her countermotion to set aside the August 7, 2009 stipulation and order) and any request to have more time with the children should be viewed as tactical and purely litigation motivated. Mitchell receives no other benefit from being with the children other than being with the children, and that is the basis of his motion.

(c) The first prong of Ellis Test is satisfied.

The first part of the test set forth in *Ellis* is whether there is a substantial change in the circumstances affecting the welfare of the children. Mitchell asserts in his motion that a substantial change in the circumstances affecting the welfare of the children has occurred based on a number of circumstances, including, principally, the following: (1) Mitchell believes that the continued emotional abuse by Christina of Mia and the resulting impact on Mia is now manifesting itself as severe mood swings and significant anger management problems; (2) The problems are severe enough that both Christina and Mitchell believe that Mia requires the assistance of a mental health service provider; (3)

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[6] Christina argues that Mitchell has not complied with E.D.C.R. 5.11 regarding his desire to spend more time with the children. Mitchell has attempted to resolve the issue with Christina prior to filing his motion, but as Christina admits in paragraph 52 of her affidavit, she refuses to provide any additional time: "Mia needs to know that she has a set schedule that we all have to live by, and that *it is not open to modification at anyone's whim for any reason.*"

Mitchell used to visit Mia at school every day, Mia looked forward to those visits, he can no longer do so, and this fact has affected Mia; and (4) Mitchell has elected not to return to work.

Again, Christina focuses on the concept of res judicata with the case of *Mosely v. Figliuzzi*, 930 P.2d 1110, 113 Nev. 51 (1997). The changed circumstance prong in Ellis while based on the concept of res judicata does not preclude the Court from considering Mitchell's allegations of continued abuse by Christina and the resulting impact on Mia under *Mosely*. Continued emotional abuse obviously constitutes a change in circumstances. Such facts did not exist in *Mosely*. Rather than address this issue, Christina attempts to distract this Court with Mitchell's arrest in 2008 by comparing it to the circumstances of domestic abuse as detailed in *Castle v. Simmons*, 120 Nev. 98, 86 P.3d 1042 (2004). Clearly, the circumstances are not the same.

(i) Christina falsely denies parental alienation.

Christina falsely denies that she has ever taken any steps to alienate the children from Mitchell. She describes and attaches an email from Mitchell to Christina on September 23, 2009. The circumstances of the email are specifically worth addressing (which Christina does not do). According to Christina, Mia apparently expressed a desire to attend school full days rather than half days for the current school year. Mitchell supported the idea if Mia wanted to attend. Christina allowed Mia to attend full days with the school's permission on a trial basis for a few days. Mia's teachers informed Christina that Mia did well and that they recommended to Christina that Mia make the transition to full days. At that time, Christina contacted Mitchell to inquire whether he would pay his share of the increased costs of tuition and set a deadline for his response. Mitchell timely responded and offered to pay his share. After doing so, Christina communicated to him that Mia changed her mind over the weekend and that she would not be making the transition. As far as Mitchell knew, Mia did well during the days she attended full time, and the school recommended to Christina to make the transition.

Christina did not communicate to Mitchell that she had any reservations or issues with Mia attending school full time (as she appears now to do in her affidavit). Accordingly, Mitchell told Christina not to wait but immediately enroll Mia full time. Later in the week, Mia called Mitchell and informed him that she was mad at him because Christina told her that Mitchell was forcing her to go to school full time and that she did not want to go. What kind of parent would tell a child this? Mia was already having difficulty adjusting to school and believed that Mitchell was forcing her to attend school for even more time.

Mitchell responded by sending Christina a private email that Christina simply ignored at the time but inappropriately forwarded to Alexander Dawson's Early Childhood Center Director, Tara Hall. This act was clearly designed to embarrass Mitchell and drive a wedge between Mitchell and the school since he addressed Christina with anger and severe criticism. Mitchell was clearly upset by Christina's manipulation of Mia and mismanagement of this parental matter. Simply put, Christina was not acting in the best interests of Mia. While there is no excuse for this reaction, every person has a breaking point, and Mitchell should not have to endure Christina's use of the children to attack him, and Mia should not have to suffer the emotional trauma of Christina's tactics. Ultimately, Mitchell withdrew his support for Mia to attend full days because she was clearly affected by the idea of Mitchell forcing her to attend and communicated to Christina his extreme displeasure with the situation. While Mitchell's choice of words is not preferable, it demonstrates his frustration with Christina who only sees Mitchell as a bank account and not a parent who cares about his children. Christina's manipulation of Mia is a prime example of using Mia without regard to the impact on her welfare to alienate Mitchell from her (and drive a wedge between Mitchell and Mia's teachers and administration).

(ii) Mitchell does not claim that Mia's clothing issues are a substantial change in circumstances.

Christina claims that Mia's clothing issues are nothing new. Mitchell does not disagree. Until recently, the cause was unknown, and the issues were not as severe. Mitchell has never claimed that Mia did not have any issues related to her clothing. Initially, Mitchell believed that the cause was poor parenting by both of the parties (e.g., catering to Mia and allowing her to wear whatever she wanted, whenever she wanted). He does not believe these clothing issues are the result of the parties' divorce and his subsequent marriage to Amy as Christina alleges. Christina claims that Mia's teachers, school administrators, family counselor and psychologist agree with her, yet she has never supplied Mitchell with any evidence of this fact. According to Mitchell, Mia's clothing and emotional trauma are separate and distinct problems.

(iii) Mia's anger issues are new (or source of issues is now known).

Christina confuses instances of Mia "acting out" with Mia's current emotional trauma, mood swings, and anger management issues. Christina attaches to her opposition and countermotion an email Mitchell sent to her on December 14, 2008 (almost a year ago). On the basis of this email, Christina claims that Mia's anger is not new to Mitchell. Mitchell believes that the behavior may be related but the source of the problem was unknown to him at the time. Christina also argues that Mitchell is unable to handle his anger appropriately with respect to the children. Mitchell denies such a claim. Christina further falsely claims that Mitchell and Amy regularly hit the children and that Mitchell recently caused "multiple bloody gauges" to Ethan's ear. These types of false claims are designed to distract the Court from Christina's bad acts. If Christina is truly concerned about the safety and welfare of the children, she would not be opposing an evaluation of the children.

Even after the parties entered into the August 7, 2009 stipulation and order, Mia continued to tell Mitchell that Christina says he is a cheater, that Amy stole him away from Christina, that Amy is really

married to someone else and not Mitchell, that Christina hates Amy, and that any man that Christina dates will be Mia's new dad. Mitchell believes that Christina continues to communicate these items (and likely others) to Mia to harass Mitchell and Amy using Mia as a tool. Mia also regularly reports to Mitchell and Amy that Christina often shows Mia wedding pictures of Mitchell and Christina when they were married (a fact that Christina proudly admits in her affidavit)[7]. When Mia confronts Mitchell and/or Amy with these items, which occurs now almost every visitation period, Mitchell and Amy try to explain them to Mia to the extent appropriate. Mitchell and Amy tell Mia that Mitchell is not a cheater, that he was married to Christina but now is married to Amy, that Mitchell and Amy like Christina and that Christina really does like Amy, that Christina is a good person and loves Mia very much, that Amy was married before to "James" as Mia alleges but now she is married to Mitchell, and that Mitchell is her dad but may be some day she will have a stepdad if Christina re-marries. Mia often refuses to accept the explanations provided by Mitchell and Amy. She will become argumentative and will say that "you are wrong," "that is not true" and "you are lying." These discussions often result in Mia becoming very angry and highly emotional; Mia will defend her beliefs as truth simply because she claims Christina communicated them to her. These bad acts have caused Mia to suffer significant emotional trauma which is now manifesting itself as severe mood swings and anger.

(iv) Christina has manipulated the therapeutic process to cover up her bad acts which now has been independently confirmed by Dr. Kalodner.

At the request of Christina, Mia is currently being treated by Dr. Joel Mishalow, Ph.D, but Christina has undermined that treatment and Mitchell has been excluded. Per Christina's request and after Christina provided Dr. Mishalow a copy of Mitchell's motion, Dr. Mishalow refuses to provide any

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[7] Mitchell has never denied the existence of his prior marriage to Christina to the children. He simply believes that showing them wedding pictures is probably not the best way to address the parties' divorce and Mitchell's subsequent marriage to Amy. The children really do not understand the concept of marriage and divorce.

information regarding Mia's treatment scheduled by Christina. Furthermore, Mitchell is not able to schedule regular appointments during his timeshare arrangement. See attached as Exhibit "B" correspondence from Mitchell to Dr. Mishalow dated November 9, 2009 and December 2, 2009 and emails by and between Mitchell and Christina dated November 10, 2009.

Given the continuous and unresolved issues with Christina's control of the evaluation process and Mia's treatment, Mitchell believed Mia's clothing issues would remain undiagnosed and untreated. Christina was too concerned with scheduling the appointments, covering up her bad acts by preventing a qualified psychologist from evaluating Mia alone and sharing relevant information with Mitchell, and fixation with her role as "super mom" by getting Mitchell to accept her solution to Mia's clothing issues ("reward chart system" using stickers and prizes downloaded from supernannies.com), Mitchell decided to act in the best interest of Mia. Mitchell engaged Dr. Melissa Kalodner[8] to evaluate Mia's clothing issues and assist him and his wife Amy with Mia's emotional issues. Dr. Kalodner, a clinical child psychologist, evaluated Mia alone (which Mia did not object to) for five (5) fifty (50) minute sessions over the course of several weeks and concluded that Mia's clothing issues are NOT caused by an obsessive compulsive disorder. Dr. Kalodner also consulted with a neurological psychologist and concluded that Mia's clothing issues are likely the result of a sensory processing disorder. Dr. Kalodner referred Mitchell to Dr. Tania Stegen-Hanson, a pediatric occupational therapist, who evaluated Mia's clothing issues and concluded that Mia suffers from a mild sensory processing disorder. Dr. Stegen-Hanson desires to treat Mia for this condition and is very optimistic about her success. Mia's clothing issues may be resolved in a few months of treatment.

Attached as Exhibit "C" is a letter from Dr. Kalodner to Mitchell Stipp dated December 4, 2009,

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[8] Christina has expressed no issues concerning Dr. Kalodner's competence.

According to Dr. Kalodner, Christina made it clear that she was unhappy with Mitchell scheduling Mia's first appointment and that she wanted to be present during the evaluation of Mia. Dr. Kalodner communicated to Christina that it did not matter which parent scheduled the first appointment and made it clear to Christina that she wanted to meet with Mia alone. This letter demonstrates that Christina lied to Mitchell and the Court about the circumstances surrounding her decision not to engage Dr. Kalodner's services.

The time for Christina to take responsibility for her bad acts is here. Christina vehemently denies making statements to Mia that disparage Mitchell and Amy (including revealing that Amy was previously married to "James") and completely dismisses Mia's desire to spend more time with Mitchell as fabrications. Dr. Kalodner now independently verifies that Mia communicated (among other items) the following during her evaluation:

(1) "I want to spend more time with my Dada but Mommy says we can't change the rules."

(2) "I want to spend more time with my Dada but the judge won't let me."

(3) "Amy was married to James."

(4) "Momma does not like Amy."

(5) "Momma says Amy is bad, but I like her."

(6) "Momma doesn't say anything about Dada and Amy anymore."

To date, Mitchell did not want to involve Dr. Kalodner in the litigation. The first and second statements appear to be Christina's explanations to Mia why she cannot spend more time with Mitchell. Apparently, Mia has asked Christina to spend more time with Mitchell but she has refused to allow Mia to do so. The third statement confirms that Mia is aware that Amy was married to "James," which fact Mitchell alleges Christina communicated to Mia. The fourth and fifth statements make it clear that Mia is aware of Christina's feelings towards Amy and that Christina has actually communicated bad things

to Mia about Amy. And finally, the sixth statement seems to indicate that Christina has stopped disparaging Mitchell and Amy (probably as a result of the litigation) and that she made this statement to Mia with the hope that Mia will repeat it if ever asked about Christina's bad acts. This letter makes it impossible for Christina to continue to deny Mitchell's allegations that she has emotionally abused Mia.

(v) Christina voluntarily chooses not to facilitate daily telephonic communication.

Mitchell never admitted in his motion that he is the cause for Christina's refusal to facilitate daily telephonic communication with the children as required by the August 7, 2009 stipulation and order. Christina attaches to her motion an email exchange between her and Mitchell on July 30, 2009. These emails were exchanged by the parties prior to the entry of the August 7, 2009 stipulation and order and do not offer any explanation for Christina's failure. Christina completely ignores these matters and instead focuses on Mitchell's statements made about Shawn Goldstein and Jim Jimmerson, Christina's former attorneys. The purpose of this technique is to distract the Court. These are the lawyers that appeared before the Court and called Mitchell a "liar" and attacked his personal and professional character and reputation.

Mitchell's motion makes it very clear about his reasons for electing not to force the children to call Christina on a daily basis. He makes no attempt to conceal the reasons for his decision. Nevertheless, Mitchell's decision DOES NOT in any way affect Christina. She can (and nothing is preventing her from doing so) facilitate telephonic communication with the children. Christina voluntarily chooses not to do so.

(vi) Christina is not entitled to additional vacation time.

Christina is not entitled to take an additional week of vacation time this calendar year. If Christina would like additional time, Mitchell has asked that Christina provide him make-up time. Mitchell is willing to modify the manner in which the parties take vacation time in the future to

accommodate Christina's desire to take vacation in one (1) week blocks. Attached as Exhibit "D" is email correspondence by and between Mitchell and Christina regarding this issue.

(vii) Mitchell has attended COPE class; Mitchell is not the source of the conflict or hostility between the parties.

Mitchell has attended COPE class. Attached as Exhibit "E" is Mitchell's certificate of attendance. Mitchell is not the source of the conflict or hostility between the parties. Christina argues repeatedly that Mitchell is angry and hates her but completely denies her bad behavior.

The fact that Christina claims that the parties have been able to attend several school functions since the August 7, 2009 stipulation and order without incident as evidence that Christina is the innocent party and Mitchell is the one "who perpetuates animosity" is inconsistent with the facts (including the emails Christina attaches to her opposition and countermotion). At these functions, Mitchell and Christina do not interact at all.

Christina also complains that Mitchell is refusing to attend an upcoming medical appointment for Ethan Stipp ("Ethan") claiming that Mitchell believes "perpetuation of such conflict will further his litigation." At Ethan's last doctor's appointment that Mitchell attended,[9] at its conclusion, Christina refused to pay any portion of the co-payment or costs for x-rays when the medical assistant presented Christina with the bill, she left the bill on the examining table after reviewing it, exited the doctor's office and followed Mitchell into the parking lot (after he paid the bill) shouting at him. Christina told Mitchell that he was a "bad person" for asking her to pay anything. Under these circumstances, Mitchell would like to avoid such situations and would prefer not to attend routine doctor visits because of the risk of Christina behaving badly and traumatizing the children.

(viii) Mia's reluctance to return to Christina's home is true.

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[9] Christina indicates that Ethan has "knocked knees," but Ethan's orthopedic pediatrician has diagnosed Ethan with a slightly rotated thigh bone that will likely require surgery when Ethan reaches adolescence.

Mitchell does not argue that Mia's recent reluctance to return to Christina's home after Mitchell's timeshare is a substantial change in circumstances. Mitchell simply points out that Mia desires to spend more time with him. He concedes that Mia has expressed this fact in the past. The affidavit of Mitchell's sister who is responsible for picking up and dropping off the children supports this fact. Despite Christina's assertions, Mitchell's sister is not financially motivated in any way to commit perjury by supplying a false affidavit.

(ix) Christina has absolutely affected Mitchell's ability to visit the children at school.

Mitchell visited Mia daily while Mia attended Temple Beth Shalom during the 2007-2008 school year. Mitchell also visited Mia and Ethan daily while they attended the same school for the 2008-2009 school year. Ethan's teachers for the current school year were Mia's same teachers for the 2007-2008 school year. Now, Ethan's teachers refuse to allow Mitchell to visit Ethan. Why? Christina alleges that it is because Ethan has "fundamental social delays." Ethan's teachers claim that it is their "discretion" and they prefer not to have visitors during the school day. Notwithstanding these very different explanations, Mitchell has picked Ethan up from school on more than one occasion and discovered that Christina was present with Ethan eating lunch or playing with him in the classroom.

At the beginning of Mia's current school year at Alexander Dawson, the school informed Mitchell that he could visit Mia at school (but not until October 1, 2009). To date, the school has not permitted Mitchell to visit Mia. No explanation has been provided.

Mia's and Ethan's teachers are aware of Mitchell's motion. Apparently, Christina provided copies to them.

(x) Mitchell has paid his portion of the costs and expenses of the children's private school education.

Christina continues to misrepresent facts to this Court regarding the payment of private school costs and expenses. Mitchell has paid his share of the costs and expenses of the children's private school education for the 2008-2009 and 2009-2010 school years.

(xi) Mitchell regularly takes the children to school during his timeshare.

Christina's claim that Mitchell fails to take the children to school is news to Mitchell. Christina has never communicated this concern to Mitchell. The fact is that Mia and Ethan attend pre-school. Their attendance is not required. Mitchell, however, has taken the children to school during his timeshare except when they were ill or the children had conflicting activities or appointments. Christina has not taken the children to school every day either. The Court should also note that Christina desired to take the children out of town during the week of Thanksgiving for this year, and Ethan would have missed several days of school. It is not clear why Christina is permitted to plan such trips, but when Mitchell notified Christina that he intended to take the children out of town on December 11, 2009 and the children would not be able to attend school that day, it is suddenly a problem. Mitchell has properly notified Christina of his intention to take the children out of town pursuant to the Court's minute order on the matter and intends to provide an itinerary for the upcoming trip as required by the MSA. Christina's complaint that she has not received an itinerary for the planned trip is meritless at this juncture.

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III.

CONCLUSION

Based upon the foregoing, the court should enter the following orders:

1. Confirm the parties' status as joint physical custodians;

2. Modify the timeshare of the children to grant the parties equal time and more frequent associations with the children;

3. Order a child custody assessment to determine the root of the parties' children's emotional problems;

4. Deny Christina's countermotions; and

5. For such other and further relief that the court deems necessary and proper.

Dated this 7th day of December, 2009.

RADFORD J. SMITH, CHARTERED

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Attorneys for Defendant

CERTIFICATE OF SERVICE

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

I served the foregoing document described as "Reply to Opposition to Defendant's Motion to Confirm Parties as Joint Custodians and to Modify Timeshare Arrangement and Opposition to Countermotion to Set Aside August 7, 2009 Stipulation and Order Due to Defendant's Fraud upon the Court, Grant Discovery, Partition Undisclosed Marital Assets, and for Sanctions" on this 7th day of December, 2009, to all interested parties as follows:

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

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

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

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

Christina Calderon-Stipp
11757 Feinberg Place
Las Vegas, Nevada 89138
Facsimile: 702-240-4937
Email: ccstipp@gmail.com

An employee of Radford J. Smith, Chartered

EXHIBIT A

AFFIDAVIT OF MITCHELL DAVID STIPP

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

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

1. That I have personal knowledge of the facts contained herein, and I am competent to testify thereto. I am the Defendant and Christina Calderon-Stipp ("Christina") is the Plaintiff in the case of *Stipp v. Stipp*, case number D08-389203-Z in the Eighth Judicial District Court, State of Nevada. I submit this affidavit in support of my Reply to Opposition to Defendant's Motion to Confirm Parties as Joint Custodians and to Modify Timeshare Arrangement and Opposition to Countermotion to Set Aside August 7, 2009 Stipulation and Order Due to Defendant's Fraud upon the Court, Grant Discovery, Partition Undisclosed Marital Assets, and for Sanctions.

2. I was arrested on May 12, 2008 for misdemeanor driving under the influence of alcohol. At the time of my arrest, I believed that I passed a field sobriety test but failed the preliminary breath test.[1] I consumed two (2) alcoholic beverages[2] while eating dinner at Del Frisco's with co-workers from my prior employer, PLISE. I was pulled over by the Metropolitan Police Department a few blocks from the restaurant because my vehicle had expired registration tags. I elected to provide a blood sample at the Clark County Detention Center. I was transported to the Clark County Detention Center, provided a blood sample, and was released a few hours later. Upon my release, I was provided a court date of August 12, 2008. I engaged Frank Cremen, Esq., to represent me. Around the first week of August of

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[1] The arresting officer informed me at the time of my arrest that I registered a preliminary breath test result of 0.09.

[2] Mitchell weighs approximately 145 pounds and is 5 feet 8 inches tall.

2008, Mr. Cremen contacted me to inform me that the Clark County District Attorney's Office had not approved a criminal complaint against me. At that point, I also had not received any notice from the Nevada Department of Motor Vehicles (the "Nevada DMV") suspending my driver's license. Therefore, I believed I would not be prosecuted.

3. Mr. Cremen contacted me sometime in December of 2008 to inform me that a criminal complaint had been filed against me on December 2, 2008 for misdemeanor driving under the influence of alcohol (NRS 484.379). An initial arraignment was scheduled for December 30, 2008. I did not attend. Mr. Cremen attended the arraignment and entered a plea of not guilty on my behalf. Trial was scheduled for May 21, 2009. Some time before the trial date (but after I filed my January 8, 2008 opposition and countermotion), Mr. Cremen contacted me to discuss the arrest report and laboratory results. Mr. Cremen informed me that the blood sample taken on the day of my arrest contained a concentration of alcohol of 0.117 grams per 100 milliliters of blood. Mr. Cremen negotiated a plea agreement, and I pled no contest (with adjudication to be withheld pending completion of DUI School and a victim impact panel) to reckless driving on May 27, 2009. I successfully completed the conditions to my plea arrangement. Accordingly, on August 26, 2009, the complaint was amended to reckless driving and the case was closed. At no time did the Nevada DMV suspend my driving privileges.

4. I believe Christina discovered my arrest for driving under the influence of alcohol when searching the public records for "dirt" only after receiving my October 29, 2009 motion. My belief is based on the November 24, 2009 date of the certified copy of the Disposition Notice and Judgment attached to her pleadings.

5. Since the date of my divorce from Christina through the date of filing Christina's December 17, 2008 motion, Christina never communicated to me that she had any concerns regarding

his use of alcohol. The first time I became aware of Christina's concerns was in her motion; however, she never alleged that I was unfit (including through the period after the August 7, 2009 stipulation and order).

6. I believe it is important for the Court to order an assessment of the children to determine if my alleged alcoholism and apparent reckless driving really pose a "safety threat" as Christina contends in her countermotion and opposition. I am not asking the Court to simply take my word for it that I am a fit parent as Christina alleges. I believe the Court has no other choice but to order an assessment under the circumstances to get to the bottom of these allegations. It does not make any sense to allege that I am unfit and pose a safety threat to the children and oppose my request for a child custody assessment.

7. Neither my counsel nor I made any attempt to conceal my arrest, charge or plea.[3] All statements made by my counsel and me in filings with and at all hearings before the Court have been true and accurate with respect to my use of alcohol. Mitchell included in his January 8, 2009 opposition and countermotion the following statements:

> Mitchell denies that he is an alcoholic or drinks too much alcohol. In fact, Mitchell now rarely consumes alcohol. In the unlikely event that Mitchell consumes alcohol, he does so responsibly and never during the days and times that Mitchell has visitation with the children.

These statements were true and accurate when I made them (and are true and accurate now). My arrest eight (8) months before I filed my January 8, 2009 opposition and countermotion do not make any of these statements false or misleading and certainly do not amount to fraud on the Court. In fact, my use of the word "now" makes it very clear that I acknowledged drinking more in the past.

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[3] At the time Christina filed her initial motion in December of 2008, the arrest and charge was a matter of public record.

8. At the time I was arrested, my children were not present in the automobile. The arrest did not occur during any period of my timeshare with the children. No property was damaged, and no one was injured. I have not been arrested for or charged with any alcohol related offenses since that time. I accepted complete responsibility for my actions, paid a fine of $580 and learned a significant and important lesson from attending DUI School and a victim impact panel.

9. I do not dispute that I was involved in an accident in November of 2006 the specific circumstances of which are detailed in the insurance records included as part of Christina's countermotion and opposition. However, I deny that the accident was caused by alcohol as Christina alleges.

10. I reviewed the traffic case records search attached as Exhibit 8 to Christina's countermotion and opposition and cannot determine on the basis of the review the specific charges (moving vs. non-moving violations) other than as identified on the report (which include license, insurance and registration citations), the specific circumstances of the citation, and/or the validity of the citation.

11. I received a traffic citation by the California Highway Patrol for speeding on Interstate 15 in August of 2009. The children were present in the vehicle when the violation occurred.

12. The parties entered into a Marital Settlement Agreement dated February 20, 2008 (the "MSA"). The terms and conditions were incorporated into the Decree of Divorce ("Decree"). The Decree was signed by the judge on March 5, 2008 and filed with the Clerk of the Court on March 6, 2008. I believe that Christina's position that the Decree was not effective until May 2, 2008 is based on the date of filing of the Notice of Entry of Decree of Divorce and Certificate of Mailing, which I assume is May 2, 2008, but I do not know for certain. The parties received actual copies of the signed Decree

on or about March 6, 2008. I do not understand the significance of Christina's point on this matter. As far as I am concerned, it is immaterial.

13. My disclosure of my income in my February 19, 2009 Financial Disclosure Form was true and accurate when made. No conclusion can be drawn from this form regarding my assets or liabilities. The fact that I reported an income of approximately $2,000 per month reveals nothing about my assets or liabilities. Christina's conclusion that my current monthly expenses amount to $35,000 is baseless and purely speculative. My November 20, 2006 Affidavit of Financial Condition was prepared three (3) years ago on the basis of our combined monthly expenses at a time when I was married to Christina but living separately. I am capable of paying my current child support obligations, and I have not asked this Court to modify them. Christina does not work, and apparently, is not planning to return to work any time soon. She reported receiving more income than I did on a monthly basis in her latest financial disclosure form filed with the Court. Christina is not happy that I am not suffering financially from the loss of equity in my home.

14. The printouts from the websites of the Clark County Assessor and the Nevada Secretary of State regarding 1990 Granemore Street and 1990 Granemore LLC ("Granemore LLC") attached to Christina's opposition and countermotion do not provide that I own Granemore LLC, how this property was purchased, or whether my parents live there, pay rent or how much rent they pay if they do. I formed Granemore LLC to purchase the property, I leased it to my parents, and my parents pay sufficient rent to pay all mortgage, tax and insurance costs and expenses. Basically, the property does not cost me anything to own and proves absolutely nothing as it relates to Christina's allegations of fraud.

15. None of the exhibits attached to Christina's opposition and countermotion contains any information that money was ever paid to me. The fact that City Crossing 1, LLC (and its predecesson

entities) ("City Crossing") distributed approximately $6.9 million to Aquila Investments, LLC ("Aquila") in the twelve (12) months preceding its bankruptcy filing (approximately $3.4 million on June 13, 2007, approximately $2.8 million on July 27, 2007, and $750,000 on March 12, 2009 according to the bankruptcy schedules attached by Christina to her pleadings) do not mean that I received any portion of these distributions. Christina is particularly concerned with the $750,000 distribution paid to Aquila on or around the time of our divorce. This explains Christina's fixation with the effective date of the Decree. Christina also claims that William Plise ("WWP") received $62 million in proceeds from buying out his partners at City Crossing. I am unaware how Christina arrived as this calculation, and I believe she "pulled it out of thin air." She does not specify the source or methodology other than wrongly concludes that WWP bought out his partners for $1.1 million per acre and therefore---with the waive of her magic wand--- received $62 million. Then, Christina makes the magic leap that I should have (and did) receive $6.2 million which equals ten percent (10%) of $62 million (and coincidentally the amount set forth in the bankruptcy schedules for distributions paid to Aquila (excluding $750,000) during the twelve (12) months prior to City Crossing's bankruptcy). I do not understand Christina's magical calculation.

16. I did not receive any portion of the distributions paid to Aquila as described above (including any portion of the distribution paid on March 12, 2009).

17. Christina attaches pleadings filed by Community Bank of Nevada ("CBON") in City Crossing's bankruptcy. Their inclusion in Christina's opposition and countermotion is completely baffling. It appears that she has provided them as "evidence" to demonstrate that WWP acknowledged that Stipp Investments, LLC ("Stipp Investments") owned a portion of Aquila (which I do not dispute) and that CBON argued during City Crossing's bankruptcy that the $6.9 million distributed to Aquila were fraudulent transfers under the bankruptcy code. I am not certain why this means I received any

portion of the money. Christina has a copy of the operating agreement for Aquila. The operating agreement specifies how and when distributions are paid to its members. Under the operating agreement, Aquila was not obligated to distribute any money to Stipp Investments unless and until Aquila's preferred capital account was repaid. This event never occurred. Christina can simply review her 2006, 2007 and 2008 tax returns and she will discover that Aquila never issued a k-1 partnership return to Stipp Investments because no distributions were ever made to it.

18. Christina attaches to her opposition and countermotion a printout from the Clark County Website showing a civil case records search performed on "William Plise." Many of the cases shown are classified as "closed," and I am not certain as to the document's relevance. Just because WWP and/or his affiliates have been sued does not mean I fraudulently concealed marital assets.

19. Christina attaches numerous documents to her pleadings she does not understand (or even tries to understand), misrepresents to the Court their significance, and alleges fraud on my part (which is often the case when people do not understand financial matters---i.e., "must be fraud because someone got money and I didn't and I don't understand why") and demands intrusive and evasive discovery without any reasonable basis for doing so. Since our divorce (whether viewed as March 6, 2008 or May 2, 2008), Christina has never asked about any money to which she thought she was entitled as part of any alleged "bonus" paid to me or distributions paid to Aquila. Furthermore, the first time Christina has alleged that I have concealed marital assets rightfully belonging to her since the divorce is in Christina's opposition and countermotion filed on November 30, 2009.

20. My current timeshare arrangement provides me with at least forty percent (40%) of the time or 146 days per year based on the criteria set forth *Rivero v. Rivero*, 125 Nev. Adv. Op. 34 (2009) ("*Rivero II*").

21. I am unconcerned with custodial labels---joint versus primary physical custodian---so long as I have adequate time with my children. Neither Christina nor I is moving out of state or seeks to alter my child support obligations. I simply want more time with my children. Christina has never asked for more time (until now by virtue of her countermotion to set aside the August 7, 2009 stipulation and order) and any request to have more time with the children should be viewed as tactical and purely litigation motivated. I receive no other benefit from being with the children other than being with the children, and that is the basis of my motion.

22. Christina claims that Mia Stipp's ("Mia") clothing issues are nothing new. I do not disagree. Until recently, the cause was unknown, and the issues were not as severe. I never claimed that Mia did not have any issues related to her clothing. Initially, I believed that the cause was poor parenting by us (e.g., catering to Mia and allowing her to wear whatever she wanted, whenever she wanted). I do not believe these clothing issues are the result of our divorce and my subsequent marriage to Amy Stipp ("Amy") as Christina alleges. Christina claims that Mia's teachers, school administrators, family counselor and psychologist agree with her, yet she has never supplied me with any evidence of this fact. Mia's clothing and emotional trauma are separate and distinct problems.

23. Christina confuses instances of Mia "acting out" with Mia's current emotional trauma, mood swings, and anger management issues. Christina attaches to her opposition and countermotion an email I sent to her on December 14, 2008 (almost a year ago). On the basis of this email, Christina claims that Mia's anger is not new to me. I believe that the behavior may be related but the source of the problem was unknown to me at the time.

24. I deny having anger issues with respect to the children. I also deny that Amy and I regularly hit the children and that I abused Ethan Stipp ("Ethan") when he sustained a scratch to his ear.

25. I have never denied the existence of my prior marriage to Christina to the children. I believe that showing them wedding pictures is probably not the best way to address the divorce and my subsequent marriage to Amy. The children really do not understand the concept of marriage and divorce.

26. At the request of Christina, Mia is currently being treated by Dr. Joel Mishalow, Ph.D, but Christina has undermined that treatment and I have been excluded. Per Christina's request and after Christina provided Dr. Mishalow a copy of my motion, Dr. Mishalow refuses to provide any information regarding Mia's treatment scheduled by Christina. Furthermore, I am not able to schedule regular appointments during my timeshare arrangement.

27. Given the continuous and unresolved issues with Christina's control of the evaluation process and Mia's treatment, I believed Mia's clothing issues would remain undiagnosed and untreated. Christina was too concerned with scheduling the appointments, covering up her bad acts by preventing a qualified psychologist from evaluating Mia alone and sharing relevant information with me, and fixation with her role as "super mom" by getting me to accept her solution to Mia's clothing issues ("reward chart system" using stickers and prizes downloaded from supernannies.com), I decided to act in the best interest of Mia. I engaged Dr. Melissa Kalodner[4] to evaluate Mia's clothing issues and assist Amy and I with Mia's emotional issues. Dr. Kalodner, a clinical child psychologist, evaluated Mia alone (which Mia did not object to) for five (5) fifty (50) minute sessions over the course of several weeks and concluded that Mia's clothing issues are NOT caused by an obsessive compulsive disorder. Dr. Kalodner also consulted with a neurological psychologist and concluded that Mia's clothing issues are likely the result of a sensory processing disorder. Dr. Kalodner referred me to Dr. Tania Stogen-Hanson, a pediatric occupational therapist, who evaluated Mia's clothing issues and concluded that Mia suffers

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[4] Christina has expressed no issues concerning Dr. Kalodner's competence.

from a mild sensory processing disorder. Dr. Stegen-Hanson desires to treat Mia for this condition and is very optimistic about her success. Mia's clothing issues may be resolved in a few months of treatment.

28. Dr. Kalodner independently verified that Mia communicated (among other items) the following during her evaluation:

(a) "I want to spend more time with my Dada but Mommy says we can't change the rules."

(b) "I want to spend more time with my Dada but the judge won't let me."

(c) "Amy was married to James."

(d) "Momma does not like Amy."

(e) "Momma says Amy is bad, but I like her."

(f) "Momma doesn't say anything about Dada and Amy anymore."

To date, I did not want to involve Dr. Kalodner in the litigation. The first and second statements appear to be Christina's explanations to Mia why she cannot spend more time with Mitchell. Apparently, Mia has asked Christina to spend more time with Mitchell but she has refused to allow Mia to do so. The third statement confirms that Mia is aware that Amy was married to "James," which fact I allege Christina communicated to Mia. The fourth and fifth statements make it clear that Mia is aware of Christina's feelings towards Amy and that Christina has actually communicated bad things to Mia about Amy. And finally, the sixth statement seems to indicate that Christina has stopped disparaging Amy and I (probably as a result of the litigation) and that she made this statement to Mia with the hope that Mia will repeat it if ever asked about Christina's bad acts.

29. Christina can (and nothing is preventing her from doing so) facilitate telephonic communication with the children. Christina voluntarily chooses not to do so.

30. I am willing to modify the manner in which the parties take vacation time in the future to accommodate Christina's desire to take vacation in one (1) week blocks.

31. I am not the source of the conflict or hostility between the parties. The fact that Christina claims that the parties have been able to attend several school functions since the August 7, 2009 stipulation and order without incident as evidence that Christina is the innocent party and I am the one "who perpetuates animosity" is inconsistent with the facts (including the emails Christina attaches to her opposition and countermotion). At these functions, Christina and I do not interact at all.

32. At Ethan's last doctor's appointment that I attended,[5] at its conclusion, Christina refused to pay any portion of the co-payment or costs for x-rays when the medical assistant presented Christina with the bill, she left the bill on the examining table after reviewing it, exited the doctor's office and followed me into the parking lot (after I paid the bill) shouting at me. Christina told me that I was a "bad person" for asking her to pay anything. Under these circumstances, I would like to avoid such situations and would prefer not to attend routine doctor visits because of the risk of Christina behaving badly and traumatizing the children.

33. I do not argue that Mia's recent reluctance to return to Christina's home after my timeshare is a substantial change in circumstances. I simply point out that Mia desires to spend more time with me. I concede that Mia has expressed this fact in the past. The affidavit of my sister who is responsible for picking up and dropping off the children supports this fact. Despite Christina's assertions, my sister is not financially motivated in any way to commit perjury by supplying a false affidavit.

34. I visited Mia daily while Mia attended Temple Beth Shalom during the 2007-2008 school year. I also visited Mia and Ethan daily while they attended the same school for the 2008-2009 school

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[5] Christina indicates that Ethan has "knocked knees," but Ethan's orthopedic pediatrician has diagnosed Ethan with a slightly rotated thigh bone that will likely require surgery when Ethan reaches adolescence.

year. Ethan's teachers for the current school year were Mia's same teachers for the 2007-2008 school year. Now, Ethan's teachers refuse to allow me to visit Ethan. Christina alleges that it is because Ethan has "fundamental social delays." Ethan's teachers claim that it is their "discretion" and they prefer not to have visitors during the school day. Notwithstanding these very different explanations, I have picked Ethan up from school on more than one occasion and discovered that Christina was present with Ethan eating lunch or playing with him in the classroom.

35. At the beginning of Mia's current school year at Alexander Dawson, the school informed me that I could visit Mia at school (but not until October 1, 2009). To date, the school has not permitted me to visit Mia. No explanation has been provided.

36. Mia's and Ethan's teachers are aware of Mitchell's motion. Apparently, Christina provided copies to them.

37. I paid my share of the costs and expenses of the children's private school education for the 2008-2009 and 2009-2010 school years.

38. Christina has never communicated any concern to me about the children's attendance record at school. The children's attendance at pre-school is not required. I, however, take the children to school during my timeshare except when they are ill or the children have conflicting activities or appointments. Christina has not taken the children to school every day either.

39. Christina desired to take the children out of town during the week of Thanksgiving for this year, and Ethan would have missed several days of school. It is not clear why Christina is permitted to plan such trips, but when I notified Christina that I intended to take the children out of town on December 11, 2009 and the children would not be able to attend school that day, it is suddenly a problem. I have properly notified Christina of my intention to take the children out of town pursuant to the Court's minute order on the matter, and I intend to provide an itinerary for the upcoming trip as

required by the MSA. Christina's complaint that she has not received an itinerary for the planned trip is meritless at this juncture.

FURTHER, AFFIANT SAYETH NOT.

MITCHELL DAVID STIPP

Subscribed and sworn before me this 7th day December, 2009.

NOTARY PUBLIC in and for the State of Nevada

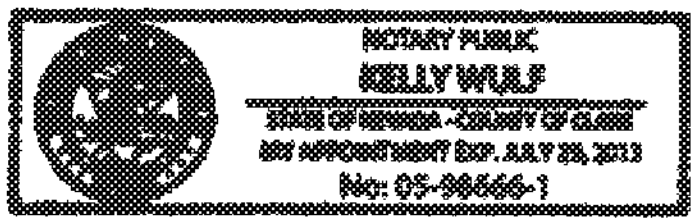


EXHIBIT B

November 9, 2009

Dr. Joel Mishalow

6000 W Rochelle Ave # 300

Las Vegas, Nevada 89103

Re: Mia Stipp

Dear Dr. Mishalow:

I received your voicemail message this morning. We spoke a few weeks ago. During that telephone conversation, you indicated to me that you would schedule an appointment with me prior to Mia's next session on November 3, 2009 to discuss the "reward chart system" Christina Stipp has been utilizing to address Mia's clothing issues. I never heard from you. Your assistant called me on the morning of November 3rd and left a voicemail message to schedule an appointment. I returned the call and left a message. Your assistant called the next day and left another message. I returned the call and left another message. I finally spoke with your assistant on November 5, 2009. She asked me to schedule an appointment and bring Mia. I informed her that I thought I would be meeting with you alone to discuss Christina's "reward chart system." During the call, your assistant indicated that you did not have any available appointments during the week of November 9th and that she was not actually certain whether you wanted me to bring Mia. She told me that she would confirm whether I should bring Mia to the appointment and call me back. Your assistant called me later that day and left a voicemail that I needed to call Christina and ask her when I can bring Mia. She also left another message the next day.

To be clear, I absolutely want to be involved with Mia's treatment. I indicated this fact on your voicemail this morning (and at our initial consultation and during our past

telephone calls). However, I am not able to coordinate a time to bring Mia and meet with you during Christina's timeshare. Based on my timeshare, Mia's schedule and the upcoming Thanksgiving holiday, I am able to bring Mia on Friday, December 11, 2009. Please call me and advise if this day works for you. Any time on that day would be acceptable. I am also willing to meet with you alone any day and time to discuss Mia's treatment.

Best Regards,

Mitchell Stipp

Mitchell Stipp

From: Mitchell Stipp [mitchell.stipp@yahoo.com]
Sent: Tuesday, November 10, 2009 12:55 PM
To: 'Christina Calderon-stipp'
Subject: RE: Dr. Mishalow
Attachments: Letter to Dr. Mishalow.pdf

I received your message below.

When I met with Dr. Mishalow initially, I expressed to him my concerns regarding Mia's clothing and anger issues. I communicated to him very specifically the statements you have made to Mia (as detailed in my motion and in numerous emails to you) and that I believe that your conduct has caused Mia emotional trauma (which manifests itself as anger). I also told him that I was concerned about you manipulating the evaluation and treatment process. Remember---you refused to allow Mia to see Dr. Kalodner not because of her hourly rate ($200 vs. $175 for Dr. Mishalow) but because I scheduled the first appointment and she wanted to evaluate Mia without our presence. Dr. Mishalow assured me that I would be involved in the treatment process. Until today, I felt excluded.

You and Mia have met with Dr. Mishalow approximately 3 times. At no time did you invite me to attend any such appointment (and in one instance I was not even aware of it). You have scheduled, attended and participated in all of Mia's appointments. Dr. Mishalow has only invited me to attend the last appointment to discuss the "reward chart system" you are using to address Mia's clothing issues. I told Dr. Mishalow that I preferred not to meet with him and you in front of Mia to discuss this technique. Due to the level conflict and hostility that has existed in the past between us, I was concerned that any conflict, argument or outburst in Mia's presence could impact Mia. Therefore, I asked Dr. Mishalow to meet with me separately to discuss the "reward chart system." This appointment did not occur until today. Attached is the letter I sent to Dr. Mishalow regarding the scheduling of this appointment.

You appear to be concerned about Mia's clothing issues and have simply ignored Mia's anger problems. The "reward chart system" may be a good technique to begin to address Mia's clothing issues. However, the source of the problem is still unknown (whether it is obsessive compulsive or sensory integration disorder or something else). It should be identified and treated. While I believe that Mia has made progress (i.e., she puts her school uniform on) since your use of the chart and with my own positive reinforcement techniques, Mia still wears clothes (including underwear, shoes and school uniform) that are several sizes too large. Furthermore, this technique will not address Mia's anger issues.

At my meeting with Dr. Mishalow today, we discussed the chart, Mia's anger issues, and the best way to schedule appointments to ensure my participation. Dr. Mishalow also informed me that you provided him a copy of my motion and we discussed that as well. I suggested to Dr. Mishalow that you can schedule ALL of the appointments provided we alternate attendance/participation in them. It is too difficult to coordinate with you because you always have too many conditions (e.g., not during school, only during my timeshare, or only if you can bring Mia if during your timeshare, etc.). With respect to the appointments Dr. Mishalow desires my attendance/participation, I will bring Mia during my timeshare and pick up and drop off Mia at your house (or any location you determine) if the appointment is scheduled during your timeshare. I do not think Mia will be comfortable expressing her feelings (and the source of the anger) if you take her to the appointments, participate in them, or wait in the lobby or in the parking lot. I hope you understand and can accommodate my request.

I was able to schedule an appointment with Dr. Mishalow at noon on Friday, November 13th.

-----Original Message-----
From: Christina Calderon-stipp [mailto:ccstipp@gmail.com]
Sent: Tuesday, November 10, 2009 10:51 AM
To: Mitchell Stipp
Subject: Dr. Mishalow

Mitch,

As you are well aware, you have always been welcome to attend any session that I have made with dr. Mishalow. Confiem this with Dr. M. It was one of the principles I insisted on prior to consenting to his treatment of MIA. I have never insisted on exclusive treatment of and with her. In fact, MIA's first appointment was almost solely with MIA while I waited outside.

At MIA's second appointment with dr. M two weeks ago, he expressed his desire that you join us at her third appointment. He wanted us all to share in mia's amazing progress. He informed me that you refused to see him if I am present.

Your recently-filed motion contains alarming statements that I have only heard for the first time in the court document you filed without first speaking to me about MIA's behavior when she is with you and your concerns about my "manipulating" her treatment.

I will address those concerns with the court, but in the meantime, I urge you to accept dr. M as well as my entreaties to become part of the process of helping MIA.

At dr. M's request, I sent him a letter on october 26th describing MIA's reward chart system that I implemented months ago, have told you repeatedly about, and which has helped achieve great results for MIA that I have informed you about, her teachers and dr. M. Dr M asked me to do so so that he could speak to you separately about it and go over what I've been doing with MIA and how it's been helping.

Dr. M's assistant is working to get you a Friday appt with MIA. If that is not available, I would be more than happy to take her to dr. M's office for you to take her in and exclude me if you insist.

I can wait in the parking lot for you and you can take her in alone. Also, please try to make the appointment for a non-school hour. I have an appointment set for next wed the 18th that you can have if nothing else is available. It's at 12:30.

Thanks,
Christina

Sent from my iPhone

Via Facsimile

December 2, 2009

Dr. Joel Mishalow

6000 W Rochelle Ave # 300

Las Vegas, Nevada 89103

Re: Mia Stipp

Dear Dr. Mishalow:

I spoke with your assistant yesterday. During our last visit, I inadvertently scheduled an appointment for December 18, 2009. Unfortunately, I do not have Mia in my care during that day. Therefore, based on Mia's schedule, the holidays, and my timeshare arrangement, the next time we can meet is Friday, January 8, 2010. I scheduled an appointment at 11:30 am.

When we met on November 10, 2009, we discussed the best way to include me in Mia's treatment. I provided to you the following suggestion: Christina can schedule all appointments, provided, that Christina and I alternate attending and/or participating in Mia's sessions and that I am permitted during my sessions with Mia to pick up and drop off Mia if the appointments occur during Christina's timeshare. As you are aware, Christina refused to accept this suggestion. Per your request, I provided to you a copy of her email and my response. Given your schedule, my timeshare, the holidays, Mia's school and other activities, I am not able to schedule appointments for Mia on a regular basis. In fact, approximately six (6) weeks will pass between our last appointment on November 27, 2009 and January 8, 2010.

During my conversation with your assistant, I also requested information regarding Mia's scheduled appointments with Christina. Your assistant informed me that she could not provide me this information and would have to speak to you. After speaking with you, she called me

back and informed me that all information concerning Mia's treatments scheduled by Christina is now confidential due to pending litigation.

Under these circumstances, I think it is best that I seek care for Mia from another provider. There is no point to schedule appointments with you for Mia if I cannot do so regularly and I do not have access to any information concerning Mia's treatments scheduled by Christina. However, at this point, I do not object to you continuing to see Mia if Christina desires you to do so.

Best Regards,

Mitchell Stipp

cc: Christina Stipp (via email)

EXHIBIT C

Melissa F. Kalodner, Psy.D., RPT-S, BCPC
Clinical Child Psychologist and Registered Play Therapist – Supervisor
2904 W. Horizon Ridge Parkway, Suite 100 – Henderson, NV 89052
Office (702) 310-8787 – Fax (702) 310-8798

December 4, 2009

Sent Via Facsimile (702) 304-0275

Mitchell Stipp
2055 Alcova Ridge Drive
Las Vegas, Nevada 89135

RE: Mia Stipp

Dear Mr. Stipp,

The purpose of this letter is to confirm facts surrounding the psychotherapy treatment of your daughter, Mia Stipp, and the subsequent statements made by Mia Stipp during my evaluation of her. I was contacted initially by Christina Stipp, Mia's biological mother, to conduct an evaluation and ongoing therapy for Mia. Christina reported that her main concerns for Mia were Mia's anxiety problems related to her clothing and Mia's feelings related to the divorce of her parents. I then had a 90-minute initial evaluation therapy session with Christina Stipp.

Prior to treating Mia, I asked to meet with you to have a similar evaluation session. After meeting Mia's mother, father and step-mother, I scheduled an appointment for Mia at your request. I contacted Christina via telephone after our session to inform her that you consented to treatment and gave her the time and date of Mia's first therapy session. As I do for all of my child clients, I explained that I was to meet with Mia without the presence of either parent and the evaluation process would take approximately five sessions. During the telephone conversation, Christina informed me that she was displeased that I had set up a session for Mia with you. Christina asked that I reschedule the meeting for Mia at a time that was convenient for her, as she wanted to be there for the session as well as having you present so that we could all meet together. I communicated to Christina that it did not matter which parent scheduled Mia's first appointment and that I wanted to meet (at least initially) with Mia alone. I also felt

that given the fact that you and Christina are not on speaking terms, it may be upsetting for Mia to see the two of you together and may actually be detrimental to the therapeutic process. Christina insisted that she and you be present for the session and if I did not agree to this that she did not want to engage my services.

I informed you of my conversation with Christina. You indicated to me that you and your wife, Amy Stipp, wanted my assistance with Mia's clothing issues and to assess how Mia was coping with the divorce. As you know, I evaluated Mia for approximately five sessions of fifty minutes each. During these sessions, Mia made the following statements to me.

(1) "I want to spend more time with my Dada but Mommy says we can't change the rules."
(2) "I want to spend more time with my Dada but the judge won't let me."
(3) "Amy was married to James."
(4) "Momma doesn't like Amy."
(5) "Momma says Amy is bad, but I like her."
(5) Most recently, Mia has stated, "Momma doesn't say anything bad about Dada and Amy anymore."

I communicated the above statements made by Mia to you at the end of each session. Please note that Mia made these statements to me independently without any prompting. I did not discuss these statements with Mia. I simply reported them to you after the applicable session.

It has been a pleasure to treat Mia. If you have any other questions, please let me know. I can be reached at (702) 310-8787.

Sincerely,

Melissa F. Kalodner, Psy.D., RPT-S, BCPC

Melissa F. Kalodner, Psy.D., RPT-S, BCPC
Clinical Child Psychologist
Registered Play Therapist – Supervisor
Board Certified Professional Counselor

EXHIBIT D

Mitchell Stipp

Subject: FW:

From: Mitchell Stipp [mailto:mitchell.stipp@yahoo.com]
Sent: Wednesday, October 28, 2009 5:54 PM
To: 'Christina Calderon-Stipp'
Subject: RE: Resolution of Vacation 2008 Issue

I received your email below and was not aware that a further response was required given my detailed explanation provided to you and your attorney, Shawn Goldstein. As you may know, Shawn never responded as he promised.

I do not want to lose time with the children because of your misunderstanding of the term "consecutive." Therefore, in the interest of compromise, I am willing to consider altering the arrangement for next year and the future via stipulation. As far as this year, I am willing to accommodate your trip if you take it in November and provide me make up time tacked onto the end of my visitation scheduled for the November 12-15 weekend. I hope this is satisfactory. With respect to December, I have family coming to town and your trip conflicts.

Please consider this offer and let me know if you decide to file a motion. I would like to try to work this issue out but understand that it may not be possible.

From: Christina Calderon-Stipp [mailto:ccstipp@gmail.com]
Sent: Wednesday, October 28, 2009 4:10 PM
To: Mitchell Stipp
Subject: Resolution of Vacation 2008 Issue

Mitchell,

I never heard from you regarding my last email sent to you on October 2, 2009, regarding the difference of opinion we have regarding my remaining vacation time with the children for 2008. Perhaps your silence reflects agreement/acquiescence with my position? I am hopeful that it does and/or that we can reach a resolution on the issue without resort to judicial intervention. If so, please advise and we can sign a stipulation clarifying that we can each take up to two weeks of vacation with the children each year, in increments of one-week blocks, either consecutively or not.

Please be advised that I would like to take my second week of vacation with the children either Friday November 20, 2009, through Thursday, November 26, 2009 (subject to holiday visitation) OR Friday December 18, 2009, through Thursday December 24, 2009 (subject to holiday visitation). I would like to take them to Anaheim, California, to visit family and Disneyland.

Thanks,
Christina

-----Original Message-----
From: Shawn M Goldstein, Esq. [mailto:smg@jimmersonhansen.com]

Sent: Wednesday, August 26, 2009 5:49 PM
To: Mitchell Stipp
Cc: rsmith@radfordsmith.com
Subject: RE: Stipp v. Stipp

Mitch,

Thank you for your email. I will address the merits of it upon my receipt of confirmation from Radford that he has indeed withdrawn as your counsel of record.

Regards,
Shawn

-----Original Message-----
From: Mitchell Stipp [mailto:mitchell.stipp@yahoo.com]
Sent: Wednesday, August 26, 2009 5:40 PM
To: Shawn M Goldstein, Esq.
Cc: rsmith@radfordsmith.com
Subject: Stipp v. Stipp

Shawn: I received a copy of your letter to Radford Smith dated August 26, 2009 attached to this email. Please be advised that I have asked Radford Smith to withdraw as my counsel. He was directed to send you an email notifying you of the same and to file a notice of withdrawal several weeks ago. If this has not been done, please be advised that Radford is not authorized to respond to your correspondence or discuss with you any matters and is not authorized to accept service (including any motion for clarification that may be filed as referenced in your letter). I personally will be handling this case and you should direct all communications, motions, etc. to me.

I reviewed your letter and disagree with your interpretation of the marital settlement agreement ("MSA") as it relates to vacation time. While the parties are permitted to have 2 weeks vacation per year, the language is very clear that this vacation time is defined as 2 consecutive weeks. However, nothing in the MSA or otherwise would prohibit a party from taking less time if the other party agreed. Therefore, you are wrong that the parties can take vacation time intermittently. Under these circumstances, Christina could take vacation time every weekend for several weeks just so I could not see the children. You would clearly have this argument if the language in the MSA failed to contain the word "consecutive" between the words "two" and "weeks." That is not the case here. Your interpretation of the language is not reasonable (or fair given Christina's propensity for taking time from me with the children). It is calculated to satisfy your client's desires to exercise her vacation time at her will and not in accordance with the MSA.

Your letter attaches email correspondence between Christina and me. The email chain attached fails to include the fact that your client actually

requested 2 consecutive weeks of vacation time (but later decided to only take one week). On Tuesday, June 16, 2009 at 7:38 pm, Christina emailed me the following: "I will be exercising my two-week vacation with the children from July 13, 2009 to July 26, 2009. I will forward an itinerary of travel as soon as I finalize plans." Later that month, on Sunday, June 28, 2009 at
5:34 pm, Christina emailed me the following: "We'll be staying at 5645 Wigeon Street SE, Salem, Oregon from July 13th-20th. We will be flying Alaska Airlines. We will return to Las Vegas on July 20th. Note that I will only be taking one week vacation instead." I responded to Christina's email on Sunday, June 28, 2009 at 6:08 pm as follows: "Please clarify your last sentence regarding your vacation plans. You previously gave notice of your intention to take 2 weeks. Are you indicating that I should plan to have the kids on the 24th through 26th of July?" Christina responded on Sunday, June 28, 2009 at 6:13 pm "No. I will be back in town on the 20th.
Normal visitation applies thereafter." Based on this communication, I assumed that while Christina and the children would be in Oregon for only one week, she would be keeping the children for two weeks. I did not know based on our email correspondence that I would have visitation of the children until Mia called me at 6:15 on Thursday, July 23rd to pick her and Ethan up.

It is interesting to note that Christina argues that she is entitled to another week of vacation time. Christina had the children until 6:15pm on Thursday, July 23rd. She purposely ended her vacation time on July 20th which ordinarily happens to be the first full day of her normal visitation time. So, I ask you: did Christina forego a week of visitation or just a few days? Conveniently, it is her position that it is a week, but it matters because she apparently wants another seven days of my time with the children. Regardless of your view, she had the children from Sunday at 6pm on July 12, 2009 until 6:15pm on July 23, 2009 (approximately 11 days).
This is not an issue of Christina failing to receive adequate time with the children.

Your letter also fails to disclose that last week Christina offered to forego holiday visitation during Labor Day weekend if I returned the children early from vacation at 6pm on Thursday, August 20, 2009 and allowed her to keep the children through the weekend. This was the additional time she requested as vacation time. To accommodate her, I did so (based in no small part on the make-up time).

If Christina would like another week of "vacation" time, I would be happy to consider her request; however, it must come with an offer of make-up time.
I expect this letter adequately addresses the matters raised by your letter.
I will not agree to any stipulation. If your client feels the need to file a motion for clarification, I look forward to receiving it.

Best Regards,
Mitchell Stipp
2055 Alcova Ridge Drive
Las Vegas, Nevada 89135
702-378-1907 (telephone)
702-304-0275 (facsimile)
mitchell.stipp@yahoo.com

From: Mitchell Stipp [mailto:mitchell.stipp@yahoo.com]
Sent: Thursday, August 20, 2009 6:03 PM
To: 'Christina Calderon-Stipp'
Subject: RE: Labor Day Offer

Per our conversation yesterday, this offer is acceptable.

From: Christina Calderon-Stipp [mailto:ccstipp@gmail.com]
Sent: Tuesday, August 18, 2009 10:16 PM
To: Mitchell Stipp
Subject: Labor Day Offer

Mitch,

As we discussed earlier today, I sent you a text message with the following request: Please consider returning the children to me on Thurs. night, Aug. 20, at 6pm (through the weekend) in exchange for my Labor Day weekend time this year, Fri. Sept. 4 @ 6pm until Monday Sept. 7th at 6pm. I would like this time in order to take Ethan to his parent/teacher orientation on Friday the 21st, and so that I can spend time with the children prior to their start of the new school year.

Please let me know your decision as soon as possible so that I can make arrangements.

--Christina

From: Mitchell Stipp [mailto:mitchell.stipp@yahoo.com]
Sent: Friday, August 07, 2009 9:30 AM
To: 'Christina Calderon-Stipp'
Subject: RE:

I received your notice below. As I understand it, vacation time occurs 2 consecutive weeks per year pursuant to our marital settlement agreement. You previously gave notice of your 2 week vacation. While you later notified me that you were only taking 1 week in Oregon, you waived the additional week. Therefore, the time below occurs during my normal visitation schedule and I will have the children.

From: Christina Calderon-Stipp [mailto:ccstipp@gmail.com]
Sent: Sunday, August 02, 2009 5:19 PM

To: Mitchell Stipp
Subject: Re:

Mitchell,

I will be taking the children from 6pm on August 21, 2009 until 6pm on August 23, 2009 for vacation. I will provide you an itinerary of out-of-state travel plans, if any, 15 days prior to such travel.

--Christina

Mr. Smith:

Attached is correspondence of today's date regarding the above referenced matter. Please contact our office if you have any questions. Thank you,

Suzanne

Suzanne Allison

Legal Assistant to Shawn Goldstein, Esq. and

James J. Jimmerson, Esq.

JIMMERSON HANSEN P.C.

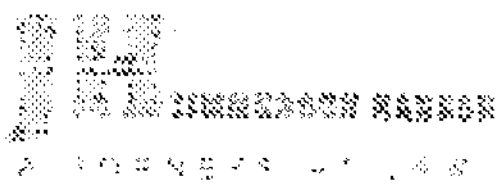
415 So. Sixth Street, Suite 100

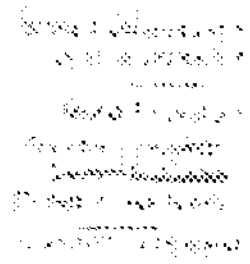
Las Vegas, NV 89101

(702) 388-7171 (main)

(702) 380-6412 (fax)

sa@jimmersonhansen.com <mailto:smg@jimmersonhansen.com>





August 26, 2009

Via Facsimile to (702) 990-6456 and email to rsmith@radfordsmith.com

Radford J. Smith, Esq.
Law Office of Radford J. Smith, Chtd.
64 N. Pecos Road, Ste. 700
Henderson, NV 89074

Re: Stipp v. Stipp

Dear Rad:

I am writing to clarify the terms of the MSA as construed by your client. Christina desired to exercise vacation time with the children from August 21-23, 2009. When she timely advised Mitch of this, he responded that he believed Christina exercised her vacation time in Oregon for one (1) week and because she did not take the other week, it was waived. See enclosed email.

As I read the MSA, it states that the parties are permitted to have the children for two (2) consecutive weeks. Nowhere does it state that the parties are required to have the children for (2) weeks, nor does it provide any type of waiver provision if two (2) consecutive weeks are not exercised. Therefore, Christina respectfully asserts that she is entitled to an additional week of vacation with the children provided that she affords Mitch the appropriate notice; she did not waive the remainder of her vacation time as Mitch claims.

Please advise if your client is amenable to this reasonable interpretation. If so, I suggest that we execute a stipulation and order to that effect. If not, we will file the appropriate Motion seeking clarification.

Thank you for your attention to this matter and as always, if you have any questions or concerns, please do not hesitate to contact my office.

Sincerely,

JIMMERSON HANSEN, P.C.

Shawn M. Goldstein, Esq.

cc: Christina Calderon-Stipp

---------- Forwarded message ----------
From: Mitchell Stipp <mitchell.stipp@yahoo.com>
Date: Fri, Aug 7, 2009 at 9:29 AM
Subject: RE:
To: Christina Calderon-Stipp <xcstipp@gmail.com>

I received your notice below. As I understand it, vacation time occurs 2 consecutive weeks per year pursuant to our marital settlement agreement. You previously gave notice of your 2 week vacation. While you later notified me that you were only taking 1 week in Oregon, you waived the additional week. Therefore, the time below occurs during my normal visitation schedule and I will have the children.

From: Christina Calderon-Stipp [mailto:xcstipp@gmail.com]
Sent: Sunday, August 02, 2009 5:19 PM
To: Mitchell Stipp
Subject: Re:

Mitchell,

I will be taking the children from 6pm on August 21, 2009 until 6pm on August 23, 2009 for vacation. I will provide you an itinerary of out-of-state travel plans, if any, 15 days prior to such travel.

--Christina

On Wed, May 20, 2009 at 3:20 PM, Mitchell Stipp <mitchell.stipp@yahoo.com> wrote:

This email will serve to notify you of my intention to have the kids for vacation from 6pm on August 7, 2009 until 6pm on August 21, 2009. I will provide you an itinerary of any travel plans on or before any date of travel out of state.

EXHIBIT E

District Court

FAMILY DIVISION

CLARK COUNTY, NEVADA

PLAINTIFF

-vs-

DEFENDANT

CASE NO. _____

DEPARTMENT _____

NOTICE OF SEMINAR COMPLETION - EDCR 5.07

PLEASE TAKE NOTICE THAT Mitchell D. Stipp
(Name)

SUCCESSFULLY COMPLETED THE MANDATORY DIVORCE EDUCATION SEMINAR ON

12/01/09
(Date)

PALO VERDE
CHILD & FAMILY SERVICES
2801 S. VALLEY VIEW BLVD
SUITE #10
LAS VEGAS, NV 89102

PROGRAM REPRESENTATIVE

12/01/09
DATE

DISTRIBUTION: WHITE - Clerk CANARY - Party PINK - Program

Copedcm.wpd

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MITCHELL D. STIPP, ESQ.
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F: (702) 483-6283
Email: Mitchell.Stipp@yahoo.com

Attorneys for Respondent/Cross-Appellant Mitchell Stipp

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHRISTINA CALDERON STIPP,

Appellant/Cross-Respondent,

v.

MITCHELL DAVID STIPP

Respondent/Cross-Appellant,

CASE NO.: 57327

EXHIBITS E, F AND G TO DOCKETING STATEMENT

COMES NOW, Respondent/Cross-Appellant, MITCHELL D. STIPP ("Mitchell"), hereby files Exhibits E, F and G referenced in his Docketing Statement filed on January 18, 2011 as Document No. 11-01572. Mitchell's Docketing Statement includes Exhibits A, B, C and D. Exhibits H and I were simultaneously filed with Mitchell's Docketing Statement but docketed by the Clerk of the Nevada

Supreme Court as Document No. 11-01573. However, neither of these filings includes the documents referenced in Mitchell's Docketing Statement as Exhibits E, F, and G, which are now attached hereto.

DATED this 4th day of May, 2012

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 007531
7 Morning Sky Lane
Las Vegas, Nevada 89135
T: (702) 378-1907
F: (702) 483-6283
Email: Mitchell.Stipp@yahoo.com

Attorneys for Respondent/Cross-Appellant Mitchell Stipp

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing document described as "Exhibits E, F and G to Docketing Statement" by mail pursuant to NRAP 25 on this 4th day of May, 2012, to all interested parties as follows:

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

Mitchell D. Stipp