unreimbursed employee business empses except to the extent that such expenses reduced personal expenditures;

- (B) alimony or maintenance actually paid to a spouse not a party to this Agreement pursuant to court order or validly executed written agreement;
- (C) child support actually paid pursuant to court order or written agreement on behalf of any child for whom either party has a legal duty or support and who is not subject to this Agreement;
  - (D) public assistance;
  - (E) supplemental security income;
  - (F) local income or earnings taxes actually paid;
- (G) federal insurance contributions act (FICA) taxes actually paid; and
- (H) any cost of living adjustment (COLA), housing allowance and other expatriate compensation that shall have been provided to either party by his or her employer in addition to his or her regular salary, bonus or other income to compensate for the increased cost of living outside the United States relative to living in the United States, it being understood and agreed that Scotlund's annual salary, bonus and other income as of the date hereof is approximately USS70,000 and his annual COLA, housing allowance and other expatriate compensation is approximately USS65,000.
- (c) The term "Appropriate Child Support Percentage" shall mean (i) twenty-five percent (25%) for any period during which Cisilie is the Residential Parent for two unemancipated Children, (ii) eighteen percent (18%) for any period during which Cisilie is the Residential Parent for one unemancipated Child but clause (ii) is not satisfied and (iii) zero percent (0%) for any period during which neither clause (i) nor clause (ii) is satisfied.
- (d) The Basic Child Support Obligation shall be determined as of August 1, 1998 (the date on which Scotland's Basic Child Support Obligation commences) and shall be redetermined as of the first (1") day of July in each year the obligation exists (based upon the Combined Income for the period covered by the most recent federal tax return, as set forth in paragraph 2 of this Article).
  - (e) Tax Returns

Initials LAVIDO

- ax Returns. No later than thirty (30) describe fore the date as of which the Basic Child Support Obligation is to be determined, each party shall submit to the other a copy of his or her most recent federal income tax return, and any supporting data that may be reasonably required, and any other data necessary to establish Combined Income under paragraph 2(b) of this Article. Notwithstanding the foregoing, in the event either party remarries and files joint returns with a spouse or in the event that either party was not required to file a federal tax return for the most recent tax year, such party may elect to submit in lieu of the most recent federal tax return, a certified statement of the amount of his of her income determined in accordance with paragraph 2(b) of this Article.
- Access to Data. Upon the request of either party, the other party shall make available for examination by the requesting party, all data as shall be reasonably necessary to enable the requesting party to determine the accuracy of the other party's claimed income.
- Income Tax Audits. Each party shall furnish notice to the (iv) other of any audits which may be conducted in connection with any tax returns which may hereafter be submitted by him or her, and shall also furnish copies of any letter or other instrument received from any taxing authority setting forth the result of such audit. In addition, each party shall inform the other of any material change in the income previously reported to the other by any federal tax return or any certified statement.
- Sample Computation. The sample computation contained in this Article are not material provisions of its execution as between the parties, and neither party is relying upon them or the amounts set forth below in entering into this Agreement. The calculation of the Basic Child Support Obligation in accordance with the aforementioned statutes, which would presumptively result in the correct amount of child support to be awarded, is as follows:

Scotlund's Income = USS70,000 Cisilie's Income = US\$30,000 2 children = 25% of US\$100.000 = US\$25,000 Scotlund's Pro Rata Share = USS25,000 \* 7/10 = USS17,500.

#### 5. Medical Expenses

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

- Insurance Reimbursements. Cisilie agrees that sne will promptly (b) fill out, execute and deliver to Scotland all forms and provide all information, including copies of bills, in connection with any application he may make for reimbursement of medical or dental expenses under any insurance policy. Similarly, Scotland agrees that he will promptly fill out, execute and deliver to Cisilie all forms and provide all information, including copies of bills, in connection with any application she may make for reimbursement of medical or dental expenses under any insurance policy. If either party shall have advanced moneys for such expenses that are covered by insurance and for which a recovery is made for insurance claims filed for such expenses, the payment by the insurance carrier shall belong to the party advancing such moneys and any checks or drafts or proceeds thereof from the insurance carrier shall be promptly turned over the party so advancing such moneys.
- **Proof of Compliance.** Scotland will furnish to Cisilie promptly upon her request documentation and other proof of his compliance with the provisions of this paragraph 5, and Cisilie, in addition, is hereby authorized to obtain direct confirmation of compliance or noncompliance from any insurance carrier or employer.
- Exception for Norwegian Medical Expenses. Notwithstanding the foregoing, for so long as Cisilie resides with the children in Norway, Cisilie shall be responsible for the Children's medical expenses to the extent such expenses are or may be covered by the government of Norway.
- Emancipation. A child shall be deemed "emancipated" for all 6. purposes of this Agreement upon the first to occur of the following events: (i) the Child's attaining the age of eighteen (18) years and high school completion or attaining the age of nineteen (19); (ii) the Child's marriage; (iii) the Child's death; (iv) the Child's full-time gainful employment excluding vacational and seasonal employment, provided, however, that if the Child shall cease to have full-time employment, then upon that event the Child shall no longer be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) -(iii) above and (v) - (vii) below; (v) the Child's primary residence away from one of the party's homes other than for attendance at school; (vi) the Child's entry into the Armed Forces of the United States or into the Peace Corps or other similar service, provided, however, that upon discharge from the Armed Forces, Peace Corps or other similar service, the Child shall not be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (v) above; or (vii) any event other than an event defined in (i) - (vi) above that would constitute emancipation under the laws of Nevada.
- Statutory Child Support Guidelines. The parties have been advised of the guidelines for establishing appropriate amounts for child support under Nevada law and that such guidelines may provide for different amounts of child support and a different pattern of allocation than that provided in this Agreement. Each of the parties hereby voluntarily acknowledges that he or she is Initials (AVIB)

Page 17 of 23

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

- 8. Personal Exemption Deduction. (a) If for the entire period of any taxable year (i) the Appropriate Child Support Percentage was at least 25%, (ii) Scotland was the Residential Parent for one of the Children and the Appropriate Child Support Percentage was at least 18% or (iii) Scotland was the Residential Parent for all unemancipated Children, Scotlund shall be entitled to claim on his federal income tax return for such taxable year any personal exemption deductions allowed for both Children as a dependent pursuant to the provisions of Section 151 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and he shall also be entitled to claim any similar exemptions or deductions allowed by the income tax laws of the state or states in which he shall at the time reside for tax purposes, or under any other income tax law. Cisilie agrees to sign, at the request of Scotlund, a written declaration of the type contemplated by Section 152(e)(2) of the Code to the effect that she will not claim any Child as a dependent for any taxable year in which Scotland is entitled to an exemption deduction for both Children under the terms of this paragraph.
- (b) If the conditions for subparagraph (a) of this paragraph 9 are not satisfied with respect to any taxable year, then the Residential Parent for each unemancipated Child shall be entitled to claim on his or her federal income tax return any personal exemption deduction allowed for such unemancipated Child as a dependent pursuant to the provisions of Section 151 of the Code, and such party shall also be entitled to claim any similar exemption or deduction allowed by the income tax laws of the state or states in which she resides for tax purposes, or under any other income tax law. The other party will not claim such unemancipated Child as a dependent for such taxable year.
- 9. Life Insurance. (a) Scotland agrees to maintain a life insurance policy on his own life in an amount equal to not less than US\$125,000 per unemancipated Child (US\$250,000 for two unemancipated Children). Scotland agrees that he will maintain such policy in full force and effect and will not pledge, hypothecate or otherwise encumber such policy. Each unemancipated Child will be designated as an irrevocable beneficiary under the policy until her emancipation, and no one else will be designated as a beneficiary under the policy.
- (b) Scotland hereby authorizes Cisilie to obtain direct confirmation from the insurance carrier to confirm his compliance with the provisions of this

Initials AVI RO

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

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

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

## ARTICLE VI Costs to be Borne by Defaulting Party

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

#### **ARTICLE VII**

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

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

Initials()

Page 19 of 23

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

## ARTICLE VIII General Provisions

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

Page 20 of 23

Initials AVI

- 9. Independent Legal Counsel. Each of the parties has obtained independent legal advice from counsel of his or her own selection. The Husband was represented by James E. Smith, Esquire, Nevada Bar Number 52. The Wife was represented by David A. Stephens, Esquire, Nevada Bar Number 902.
- 10. Captions. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Agreement.

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

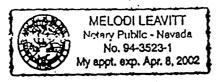
R. Scotland Vaile

Cisilie A. Vaile

Initials: LAVA

STATE OF NE, (SS.: COUNTY OF CLARK)

On this Hday of July, & before me personally came R. Scotlund Vaile to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.



Notary Public

STATE OF

Great Britain and Northern Ireland

London, England

COUNTY OF Embassy of the United States of America

On this 7 day of JULY, 1988, before me personally came Cisilie A. Vaile to me known and known to me to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Notary Public

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

Initials: <u>LAV</u>

CAREER DEVELOPMENT LOA

1 5 5 9 1 9 2 0 S

CREDIT AGREEMEN REGULATED BY THE CONSUM

BORROWER COPY CREDIT ACT 1974

BARCLAYS BANK PLC (the "Bank")

Branch Address:	HAmpstead	High	STreet	LONDON	<del></del>
NC03	108				

agrees to provide

Full Name and Address: MYS CISILIE ANNE VAILE
4 CUELLINGTON COURT, WELLINGTON ROAD. ST JOHNS WOD,
LOHION NOS 9TA

(the "Borrower") with a Career Development Loan (the "Loan") on the terms and conditions set out below and overleaf.

Amount of loan

£ 8000-a

Total charge for credit

£ 3800-16

Total amount payable

£ 11.800-16

APR

13.0 %

Monthly repayment

£ 196-64

Number of repayments

Go

Interest at a rate of 10.4 % p.a. will be charged from one month before the first monthly repayment date specified below.

Repayments will begin on 27/7/98, which is two months after the Borrower's course of training is expected to end, or on a later date if the Bank so agrees.

The loan will be unsecured.

For and on behalf of Barclays Bank PLC

PP Manager:

Date: 3/10/97

#### YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to the Bank at the address quoted above.

If you cancel this agreement, any money you have paid and any property given as security must be returned to you. You will still have to repay any money lent to you. But if you repay all of it before your first instalment is due — or, if you are not paying by instalments, within one month after cancellation — you will not have to pay interest or other charges.

EXHIBIT 2

Driginal.

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

R. SCOTLUND VAILE

FILED

Aus 7 4 30 PM '98

OLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,	)	
Plaintiff,	)	CASE NO. D 230385
vs.	)	DEPT. NO. G DOCKET:
CISILIE A. VAILE,	)	DOCKET.
Defendant	,	

#### COMPLAINT FOR DIVORCE

COMES NOW Plaintiff R. SCOTLUND VAILE, by and through his attorney,

JAMES E. SMITH, ESQUIRE, and for a Cause of Action against Defendant, CISILIE A.

VAILE, complains and alleges as follows:

1.

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

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

III.

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

IV.

That the community property of the parties be divided as set forth in the abovereferenced Agreement.

٧.

That the community debts of the parties be divided as set forth in the abovereferenced Agreement.

VI.

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

• • • •

. . . .

3 Ÿ

5 6

7 8

9

10

11 12

13

14 15

16

17 18

19

20 21

22

23 24

25

26

27

28

#### VII.

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

WHEREFORE, Plaintiff prays for judgment as follows:

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

DATED this 14 day of July, 1998.

JAMES E. SMITH, ESQUIRE

Nevada Bar #000052

214 South Maryland Parkway Las Vegas, Nevada 89101

(702) 382-9181

Attorney for Plaintiff R. SCOTLUND VAILE

### Æ.

#### **VERIFICATION**

STATE OF NEVADA	)	
	)ss:	
COUNTY OF CLARK	)	

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

R. SCOTLUND VAILE

SUBSCRIBED and SWORN to before me 07/4/98.

NOTARY PUBLIC in and for said County and State

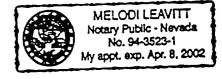
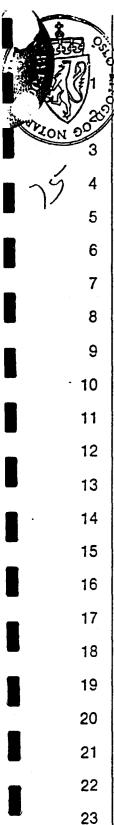


EXHIBIT 3



25

26

27

28

ANS
CISILIE-A. VAILE
Goteborg Gata 1
0566 Oslo
NORWAY
011-47-22385264
Defendant in Proper Person

FILED

AUR 7 4 33 PY '98

CLERY

#### **DISTRICT COURT**

#### CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,	)	
Plaintiff,	) }	
vs.	)	CASE NO.D タ3ごぶん DEPT. NO. G
CISILIE A. VAILE,	) }	
Defendant.	) )	

#### ANSWER IN PROPER PERSON

COMES NOW Defendant in Proper Person, CISILIE A. VAILE, in response to Plaintiff's COMPLAINT FOR DIVORCE as follows:

1.

Answering Paragraphs I through VI of Plaintiff's COMPLAINT FOR DIVORCE, Defendant admits these allegations.

2.

Answering Paragraph VII of Plaintiff's COMPLAINT FOR DIVORCE, Defendant denies this allegation.

3.

Defendant expressly waives Findings of Fact, Conclusions of Law and written

Notice of Entry of Judgement, and hereby consents that this matter be heard at any

ŀ	
1	time of the Court's uncontested calendar.
2	WHEREFORE, Defendant prays that this Court enter its judgment for the
3	requested relief in Plaintiff's COMPLAINT FOR DIVORCE.
٨,	DATED this 31. day of July, 1998.
5	17
6	Public A- Vaill
7	CISILIE A. VAILE 180 91 2900
8	Goteborg Gata 1 0566 Oslo
9	NORWAY
	011-47-22385264
10	Defendant in Proper Person
11	VERIFICATION
12	STATE OF Norway ) )ss:
13	COUNTY OF Oslo
14	CISILIE A. VAILE, being first duly sworn, deposes and says, that she is
15	the Defendant in the above-entitled action, that she has read the foregoing ANSWER
16	IN PROPER PERSON and knows the contents thereof, and that the same are true of
17	
18	her own knowledge, except for those matters therein stated on information and belief,
19	and as to those matters she believes them to be true.
20	Pivili A-Vaile
21	CISILIE A. VAILE 340 92 2900
22	07/71 /00
23	SUBSCRIBED and SWORN to before me 07/31 /98.
24	NOTARY PUBLIC in and for said County and State
25	NOTARY PUBLIC in and for said County and State
26	Stein Eikväg  Syloge  Syloge
27	

#### **ACKNOWLEDGMENT**

STATE OF

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

**COUNTY OF** 

)ss.

On the \_\_\_\_ day of July, 1998, there appeared before me, a Notary Public, a woman who identified herself to me in proper form as CISILIE A. VAILE and who acknowledged to me that she signed the foregoing ANSWER IN PROPER PERSON to her husband's COMPLAINT FOR DIVORCE.

**NOTARY PUBLIC** 

(Conventit

1. Count ,

This

2. h.as

\_...\_

3.33

÷. 36

Metany Reporter

the fulling

91.0731.

ĉ. ai

• • • •

3577 6

9

Perais Ciera



26

25

27

EXHIBIT

The state of the s

A STATE OF THE STA

and the figures, that is a second

There is a second of the second

## Memoranoum

To:

Ms. Cisilie A. Vaile

Date:

July 14, 1998

Re:

Vaile v Vaile

Message:

Please find enclosed a copy of your husband's COMPLAINT FOR DIVORCE. He indicated to me that you had an original of the Agreement to which we refer in said document, therefore I did not attach a copy. If you are in agreement with its terms, please execute before a Notary Public the enclosed ANSWER IN PROPER PERSON. Also, I would need you to sign the REQUEST FOR WAIVER OF PROGRAM ATTENDANCE in the appropriate place. Once completed, please use the enclosed Federal Express Air Waybill to return the originals to me at no cost to you. The copies are for you to keep.

Should you have any questions, please feel free to contact me or Mr. Smith.

From the desk of ...

Melodi Leavitt
JAMES E. SMITH, LTD.
214 So. Maryland Parkway
Las Vegas, NV \$9101
702-332-9181 Telephone
Fax 702-384-8435

EXHIBIT 5

## FIRST USA

MLB D7 17111200

2: PAST DUE AMOUNT PAYMENT DUE DATE MINIMUM PAYMENT DUE ACCOUNT NUMBER NEW BALANCE WRITE AMOUNT OF PAYMENT 125.00 06/06/98 | 5417 1122 5315 2713 15.00 5509.03

FIRST USA MASTERCARD P.O. BOX 85068 LOUISVILLE KY. 40285-5068 Malalalanalladalladaald SCOTLUND VAILE CISILIA A VAILE 132 SCHERER ST LAS VEGAS NV 89128

Detach here ▼

ACCOUN	T NUMBER			TOTAL C	REDIT LINE	AVAILABLE CREDIT LINE	STATEMENT DATE	PAYMENT DUE DATE	MINIMUM PAYMENT DUE	
5417	1122	5315	2713	İ	5600	90	05/12/98	06/06/98	125.00	
TRANS.	POST	REFERENCI	E NUMBER		MERCHAN	T NAME OR TRANSAC	TION DESCRIPTION		AMOUNT	
!							PREVIOUS BALA	NCE	5574.45	
1421	0421	85417	11FZ3	JMBB47R	PAYM	ENT - THANK	YOU		205.00	
-	1				LA	TE FEE			29.00	
					PERIO	DIC RATE	*FINANCE CHAI	RGEX	110.58	
	1					*				
i										
i	i									
!	1									
	i									
	•									
!										
i	•								1	
1										
	:									
		•								
!		•								

NEW BALANCE

5509.03

AVERAGE DAILY BALANCE SUBJECT TO FINANCE CHARGE: PURCHASES AND CASH ADVANCES PREVIOUS BILLING CYCLE PURCHASES

ere meret W. Brighter 18 James e. e.

Application of the state of the

0.00 0.00

DAILY MERCH RATE

0.0629 %

ANNUAL PERCENTAGE RATE 22.99 %

THIS IS A BILLING SUMMARY FACSIMILE - NOT A STATEMENT

First IISA Rank

#### s Caraggemore Statement

### TIKSI USA



ACCOUNT NUMBER	PAST DUE	NEW BALANCE	MINIMUM	PAYMENT DUE	7
	AMOUNT		PAYMENT DUE		WRITE AMOUNT OF
	1,2,000,11		1.71.512.11 002	DATE	PAYMENT
5417 1122 5315 2713	0.00	5,473.17	109.00	07/06/98	1
			107100	07/00/98	<u> </u>

Please make checks payable to First USA Bank. First USA is the issuer of this account. Send top portion of statement with payment in enclosed envelope.

30

FIRST USA MASTERCARD
P.O. BOX 85068
LOUISVILLE KY. 40285-5068

| Indidant | Indidant | Indian 
541711225315271300010900005473172	543	L 7	נני	12	2.	53	l	5	2	7	1	3	0	0	0	1	0	9	0	0	0	0	5	4	7	3	L	7	7
-----------------------------------	-----	-----	-----	----	----	----	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

	Add	res	chan	ge?	Check reverse	bere
L	and	COE	piete	ibe	(EAG236	side.

For customer service 24 hours a day, call First USA: 1-800-677-7101 (Custide U.S.A., call 302-594-8200)

_	ACCOUNT NUMBER	CREDIT LINE	CASH ADVANCE CREDIT LINE		AVAILABLE PORTION FOR CASH ADVANCES	PAYMENT DUE DATE	CLOSING DATE
_	5417 1122 5315 2713	5,600	2,300	126	126	07/06/98	06/11/98

#### CARDMEMBER ACTIVITY SUMMARY

TRANS. DATE	PCST DATE	REFERENCE NUMBER	MERCHANT NAME OR TRANSACTION DESCRIPTION	AMOUNT
05/15 05/19	05/15 05/19	8541711GP3JMBJENZ 7530120GW5H0RKZBG	PAYMENT - THANK YOU SHAKESPEARS'S GLOB LONDON SEL GB	204.00CR 65.73
- 06/11	06/11		40.00 &26 1.643250000 PERIODIC RATE *FINANCE CHARGE*	102.41

PREVIOUS BALANCE	+ PURCHASES, FEES AND ADJUSTMENTS	+ CASH ADVANCES	+ FINANCE CHARGES	CYEDITS  • BYAMENTS AND	NEW BALANCE
5,509.03	65.73	0.00	102.41	204.00	5,473.17

#### CARDMEMBER NEWS

LOOKING FOR CREATIVE GIFT IDEAS? 1-800 BIRTHDAY HAS TONS OF GREAT GIFTS INCLUDING AUTHENTIC HISTORIC NEWSPAPERS, FRESH-CUT FLOWERS, ADORABLE TEDDY BEARS, MAINE LOBSTER CLAMBAKES, WINE AND CIGAR SAMPLERS, FESTIVE BALLOON BOUQUETS, PLUS MUCH MORE! CALL A 1-800 BIRTHDAY GIFT COUNSELOR TODAY AND SAVE 15%(BA-03)

Send payments to FIRST USA PO BOX 35068 LOUISVILLE KY 40285

FINANCE CHARGE SUMMARY APPLICABLE RATES:					
	RANGE OF BALANCES	BALANCE SUBJECT	•	CORRESPONDING ANNUAL	ANNIAL
		TOFNANCECHARGE	PEROUC RATE	PERCENTAGE RATE	PERCENTAGE RATE
Purchases and Cash Advances	0 - 2,499	2,499.00	.06298*•	22.99%	
	2,500 - 4,999	2.500.00	.06193**	15.90%	22.67%
	5,000 - 99,999	421.56	.06298*•	14.90%	

Send account inquines to First USA Hank, P () Rox 565th Wilmington, DE 19899-5650

Cash Advance Credit fanc is a portion of your torst Credit fanc

Please provide into a below only it the address information on front is measured.	Enclose you not money order.  Include your account number on the front of your check or money order.				
NAME	Please do not staple or tape your check to this payment coupon.  Enclose this payment coupon with your payment.				
ļ.					
COMBANAVANI	Please be sure the First USA address appears in the window of your envelop:				
STREET ADDRESS					
HV SIAIC Z ESCADE					
16 MEPHONENI MBER					
· · · · · ·					
3 PACH OLIVI JURIC Company	FIRE Secretary Comments				

#### Information About Your First USA Account

Lost or Stolen Cards: Our telephone lines are open continuously. Please call the telephone number on the front of this statement immediately if your card is lost or stolen. You may be liable for any unauthorized use of your credit card that occurs prior to your notice to us, up to a maximum

Crediting of Payments: Payments received by 8.00 a.m. on any normal business day will be credited to your account as of the date of receipt. There may be a delay of up to 5 days in posting payments if the payment is not accompanied by the payment coupon, the payment is not made by check or money order, the payment is not made in U.S. dollars drawn on a U.S. bank or the payment is not received at the location shown on the front of this statement.

Annual Renewal Notice Please note the following information in connection with the renewal of your credit card account each year, the Annual Percentage Rate for purchases applicable to the balance in your account is set forth on the front of your statement (and if your Annual Percentage Rate may vary, the index and margin are described on your statement front); the Annual Membership Fee, if applicable, is shown as a transaction amount on the front of your statement in the month that it is posted to your account; the Minimum Finance Charge for any month in which a Finance Charge is payable is 5.5tt the Balance Calculation Method for purchases is described to the right, under the heading Explanation of Finance Charges, the grace period for repayment of balances for purchases is between 25 and 25 days.

If your account has an Annual Membership Fee and if at any renewal date you do not wish to pay the Annual Membership Fee for the following year, you may nouly us in writing of your intention to close your account within 30 days after the date we mailed your monthly statement showing the Annual Membership Fee. We will then credit your account for the Annual Membership Fee. It you give us this notice, you may continue to use your account during this 30 day period (or until you close your account, if earlier) without incurring responsibility to pay the Annual Membership Fee, but thereafter you may not make charges to your account. You use of your eard or account after the 30 day period would indicate you intent to keep your account and to pay the Annual Membership Fee), and would supersede your earlier notice to us

Minimum Monthly Payment: If the New Balance shown on your statement is was than 85000 your Minimum Menthly Payment is your New Balance on crosse the Minimum Monthly Payment for each billing cycle wall be the greater of 85000 or the total or 102 of the New Balance, plus (2) any ansant past due plus (3) any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may it any time pay the full amount you owe us

Statement Date: the closing due of the current billing cycle is the date shown on the front of your statement, under the heading. Statement Date,"

#### **Explanation of Finance Charges:**

Imance charges. We figure a portion of the Finance Charge on your Account the Periodic FINANCE CHARGE, by applying the Duly Periodic Rates for Purchases or Cash Advances stated in for determined in accordance with) the Table of interest Charges set forth below to the applicable ranges of daily balances of Purchases and Cash Advances in your Account (including current transactions) for each day of the current billing cycle. We then add up the results of these daily calculations to arrive at your total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date of the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks are always included when accepted by the payee). However, you have a grace period for Purchases. This means that you will not pay a periodic Finance Charge on Purchases for the current cycle if you paid in full the New Balance, if any, shown on your previous statement by the Payment Due Date shown on that statement (or if your New Balance was zero or

Purchases and Cash Advances - To get the separate daily balances of Purchases and Cash Advances for the current billing cycle, we take the separate beginning balance of Purchases and Cash Advances in your Account each day, and separately add any new Purchases (including fees that are treated as Purchases) or new Cash Advances (including any cash advance Finance Charges). We also add an interest amount equal to the previous day's balance of Purchases or Cash Advances, multiplied by the highest Dudy Periodic Rate applicable to your Account (except that Purchase halances will be subject to the grace period described above). We then surtract any payments or credits posted as of that day that are allocable to your Purchase balance of Cash Advance balance. This gives us the separate daily balances for Purchases and Cash Advances. For purposes of determining the applicable range or daily balances to which the different Daily Periodic Rates will apply, we combine your daily balances for Purchases and Cash Advances

If we have special periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above.

We figure an iner portion of the Finance Charge on your Account by adding a riciting Cash Advance FINANCE CHARGE for each Cash Advance with resolutional. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charge

The total praince charge in your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES on Purchases and Clish Advances plus the Cash Advance FINANCE CHARGE, except that a Minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges will be payable if any Finance Charge is due for a monthly billing cycle

This Agreement provides for the compounding of Finance Charges (interest). Grace Period: in sider to avoic additional Finance Charges on purchases. pay the New Balance, if any shown on the front of your statement by the Payment Due Date shown on the statement. There is no grace period for repayment 4 cash advances

#### Billing Rights Summary

In Case of Feroes or Questions About Your Bill: It you think their 34 and a property of the second more person as an about a transaction in in some in a servicine short it me address for billing inquiries drown of the food of this statement as soon as possible. We must bear to make the ager than of class after we seet you me first full on which the conservation is present You can temporary but doing so will margarette en righte

this is the give of the following of import on the North Country weight married

- error and amount of the suspection of a

You do not take to pay my not antim question while we are investigating, but were well disquire to year the parts of your bill that are not in question 3. The investigate value question, we cannot report you as delinquent is the any least to a facet the amount you question.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that compare based with a credit card, and you have east in good tant to correct the problem with the merchant is a may not have to have the remaining amount due on the another service. Via have the motor ton only when the purchase there is a contract of the partition was made in some home state so parties and the address off the men or operate the

Caramemper Statement



### LIVOI OS

y account protected by Credit Account Protector. I have read the coverage and cost information in the enclosed brochure Birth Date

Mas	
V	

ACCOUNT NUMBER	PAST DUE AMOUNT	NEW BALANCE	MINIMUM PAYMENT DUE	PAYMENT DUE DATE	WRITE AMOUNT OF PAYMENT
5417 1122 5315 2713	0.00	5,375.77	107.00	08/07/93	.viwe4i

Please make checks payable to First USA Bank, N.A. First USA Bank, N.A. is the issuer of this account. Send top portion of statement with payment in enclosed envelope.

32

FIRST USA MASTERCARD P.O. BOX 85068 LOUISVILLE KY. 40285-5068  Halddaadhaldaladaladaladadhalladhall SCOTLUND VAILE 132 SCHERER ST LAS VEGAS NV 89128-4943

1846

or eastomer service 24 hours a day, o Dutside U.S.A., call 302-394-8200)	all First USA: 1-8	00-67 <b>7-7</b> 101					
CCOUNT NUMBER	TOTAL CREDIT LINE	CASH ADVANC			E PORTION ADVANCES	PAYMENT DO	UE CLOSING DATE
5417 1122 5315 2713	5,600	2,3	00 224		224	08/07/9	3 07/13/9
TRANS. POST. REFERENCE NUMBER DATE DATE		HANT NAME CR 1	TRANSACTION DESC	UPTICN			AMOUNT
6/15 06/15 8541711HN3JMBN 7/13 07/13		MENT - THA LIODIC RATE	ANK YOU • •FINANCE CH	LARGE*			205.000 107.60
REVIOUS BALANCE + PURCHASES	EEES ACAS	ADVANCES +	FINANCE CHA	RGES	PAYMENTS	AND NEW	BALANCE
AND ADJUSTS		0.00			CKEDITS	205.00	5,375.7

#### CARDMEMBER NEWS

IMPORTANT TIP: TO AVOID LATE FEES, PLEASE BE SURE THAT YOUR PAYMENT IS RECEIVED BY THE PAYMENT DUE DATE LISTED ON THIS STATEMENT.

Send payments to: FIRST USA PO BOX \$5068 LOUISVILLE KY 40285

FINANCE CHARGE SU	MIMARY APPLICABLE	RATES:		· ·	
	RANGE OF BALANCES	BALANCE SUBJECT TO FINANCE CHARGE		CORRESPONDING ANNUAL PERCENTAGE RATE	PERCENTAGE RATE
Purchases and Cash Advances	0 - 2,499	2,499.00	.06298%	22.99%	1
	2.500 - 4.999	2,500.00	.06298%	15.90%	24.18%
	5,000 - 99,999	340.50	.06298%	14.90%	<u> </u>

Send account inquiries to: First USA Bank, NA PO. Box \$650, Wilmington, DE 19199-4650 Cash Advance Credit Line is a portion of your total Credit Line

First USA Bank, N.A. Member FDIC

See reverse side for important information

Remember				
nt Encluse y ack or money order.				
facilide your a number on the front of your check or money order.				
Please do not staple or tape your check to this payment coupon.				
Enclose this payment coupon with your payment.				
Please be sure the First LSA address appears in the window of your envelope.				
FDR-50%-DQD (company)				

#### Information About Your First USA Account

Lost or Stolen Cards: Our telephone lines are open continuously. Please call the telephone number on the front of this statement immediately if your card is lost or stolen. You may be liable for any unauthorized use of your credit card that occurs prior to your notice to us, up to a maximum of \$50.

Crediting of Payments: Payments received by 8.00 a.m. on any normal business day will be credited to your account as of the date of receipt. There may be a delay of up to 5 days in posting payments if the payment is not accompanied by the payment coupon, the payment is not made by check or money order, the payment is not made in U.S. dollars drawn on a U.S. bank or the payment is not received at the location shown on the front of this statement.

Annual Renewal Notice Please note the following information in connection with the renewal of your credit card account each year: the Annual Percentage Rate for purchases applicable to the balance in your account is set forth on the front of your statement (and if your Annual Percentage Rate may vary, the index and margin are described on your statement front): the Annual Membership Fee, if applicable, is shown as a transaction amount on the front of your statement in the month that it is posted to your account; the Minimum Finance Charge for any month in which a Finance Charge is payable is \$ 50; the Balance Calculation Method for purchases is described to the right, under the heading Explanation of Finance Charges; the grace penod for repayment of balances for purchases is herween 23 and 25 days.

If your account has an Annual Membership Fee and if at any renewal date you do not wish to pay the Annual Membership Fee for the following year, you may notify us in writing of your intention to close your account within 30 days after the date we mailed your monthly statement showing the Annual Membership Fee. We will then credit your account for the Annual Membership Fee. If you give us this notice, you may continue to use your account during this 30 day period for until you close your account, if earlier) without incurring responsibility to pay the Annual Membership Fee, but thereafter you may not make charges to your account. Any use of your eard or account after the 30 day period would indicate your intent to keep your account fand to pay the Annual Membership Fee), and would supersede your earlier notice to us.

Minimum Monthly Payment: If the New Balance shown on your statement is less than \$10,000, your Minimum Monthly Payment is your New Balance. Officewise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10,000 or the total of (1) 200 of the New Balance, plus (2) any amount past due, plus (3) any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

Statement Date: The closing date of the current billing cycle is the date shown on the front of your statement, under the heading "Statement Date."

#### **Explanation of Finance Charges:**

Finance Charges. We figure a portion of the Finance Charge on your Account, the Periodic FINANCE CHARGE, by applying the Daily Periodic

Rates for Purchases or Cash Advances stated in (or determined in accordance with) the Table of Interest Charges set forth below to the applicable ranges of daily balances of Purchases and Cash Advances in your Account (including current transactions) for each day of the current billing cycle. We then add up the results of these daily calculations to arrive at your total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date of the beginning of the billing cycle in which they are posted to your Account texcept that Convenience Checks are always included when accepted by the payee). However, you have a grace period for Purchases. This means that you will not pay a periodic Finance Charge on Purchases for the current cycle if you paid in full the New Balance, if any, shown on your previous statement by the Payment Due Date shown on that statement (or if your New Balance was zero or a credit amount).

Purchases and Cash Advances — To get the separate daily balances of Purchases and Cash Advances for the current billing cycle, we take the separate beginning balance of Purchases and Cash Advances in your Account each day, and separately add any new Purchases (including fees that are treated as Purchases) or new Cash Advances fincluding any cash advance Finance Charges). We also add an interest amount equal to the previous day's balance of Purchases or Cash Advances, multiplied by the highest Daily Periodic Rate applicable to your Account (except that Purchase balances will be subject to the grace period described above). We then subtract any payments or credits posted as of that day that are allocable to your Purchase balance of Cash Advance balance. This gives us the separate daily balances for Purchases and Cash Advances. For purposes of determining the applicable range or daily balances to which the different Daily Periodic Rates will apply, we combine your daily balances for Purchases and Cash Advances.

If we have "special" periodic rate offers in effect from time to time, we will separately identify their on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related periodic finance Charges will be calculated in the same manner as described above.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total brance charge on your Account for a monthly billing cycle will be the sam a the Periodic FINANCE CHARGES on Purchases and Cash Advances gins the Cash Advance FINANCE CHARGE, except that a Minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges will be payable if any Finance Charge is due for a monthly billing cycle.

This Agreement provides for the compounding of Finance Charges (interest). Grace Periodi: In order to avoid additional Finance Charges on purchases, pay the New Balance of any shown on the front of your statement by the Payment Due Date shown on the statement. There is no grace period for repayment of cash advances.

#### **Billing Rights Summary**

In Case of Errors or Questions About Your Bills if you think your bill is wrone of it you need more intermation about a transaction on your bill, write us on a separate slice at the address for billing inquires shown on the front of this statement as soon as possible. We must hear from you us, after than bill days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter give us the following information

- Your name and account mails?
- . The didar manner of the suspected error
- Describe the error and explain at you can why you believe there is no one of the control and explain at you can then the theorem you are

You do not have to pay any amount in question while we are investigating, but you are call eplicated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delimptent or take any action to collect the amount you question.

Special Rule for Credit Card Purchasese It you have a problem with the quality of 2 (cfs) of services that you purchased with a credit card, and you have tred it good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods of services 3 to have this protection only when the purchase price was more may \$50 and the purchase was made in your home state of within 100 (1), and the purchase was made in your home state of within 100 (1), and the advertisement to the property or services allowed to the property or services allowed to the property or

EXHIBIT 6

A CONTRACTOR OF THE STATE OF TH

### Household Bank

Return this portion with your check \* Make check payable to HOUSEHOLD BANK PLATINUM

ount number \_69-3200-0017-3518

New balance \$5,989.40 Minimum payment due \$120.00

Payment requested by 07/31/98

Enter amount enclosed

R S VAILE 132 SCHERER ST LAS VEGAS NV 89128

#### 426932000017351800012000005989403

Check here if address has changed Please write new address on reverse side

#### HOUSEHOLD BANK VISA PLATINUM STATEMENT

R S VAILE

limit

Mail written inquines to HCUSEHCLD BANK FLATINUM, PO BOX 81622, SALINAS CA 93912-1622, Send payments to HCUSEHOLD BANK PLATINUM, P.O. BOX 7002, ANAHEIM CA 92850-7002. 24-Hour Customer Service

1-800-395-4500 to report a lost or stolen card

1-800-462-2016 for customer service

1-757-523-3880 call collect for customer service outside the U.S.

Previous balance .....

Payments/credits .....

1-800-395-9020 for TDD for hearing/speech impaired

#### Account Summary for: 4269-3200-0017-3518

Cash

credit limit

\$. , 50.00	<b>\$</b> 3,750	.00	\$120.00		07/06/98		es/debits E CHARGE	+ \$0.00 + \$87.63	
Available credit cash \$1,511.00 \$1,511.00		-	Payment requested by 07/31/98				ance	= \$5,989.40	
FINANCE CHARGE Grace period informatio This is a grace account.	n on back.	Average daily balance	Daily periodic rate	Days in billing cycle	FINANCE At periodic rate	CHARGE Cash advance fees	Nominal ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE	
PURCHASES CASH ADVANCES		\$5,879.39 \$80.30	0.05066% 0.05425%	29 29	\$86.37 \$1.26	\$0.00 \$0.00	18.49 <b>%</b> 19.80 <b>%</b>	18.49% 19.80%	

Minimum

payment due

Bill

closing date

#### Transactions

Date	of:
rans	Post
16/16	06/35

Transaction description PAYMENT - THANK YOU

Reference number 50613988253005050388738

Amount - \$280.00

\$6,181.77

\$280.00

EXHIBIT

Halddan Haldlala Islanda Islanda Hallandi I R SCOTLUND VAILE CISILIA A VAILE 132 SCHERER ST LAS VEGAS NV 89128-4943

unt number	6011 0053 5852 7276		
ine ance	\$ 9,202.43		
payment due date	July 18, 1998		
minimum payment due	\$ 0.00		
amount enclosed	\$		

Please make check payable to Discover Card. No payment due! You recently paid more than the minimum. Optional payment amount: \$192.00.

NOVUS SERVICES, INC. PO BOX 30395 SALT LK CITY UT 84130-0395 

Address or telephone change? Please print change in the space above.

#### 00000601100535852727609202430025000000000

it pays to

Cashback Bonus<sup>®</sup> Award this period \$0.00 qualified purchases

Closing Date: June 23, 1998

to date \$0.00 \$0.00 \$0.00 Cashback Bonus award earned Cashback Bonus anniversary date: December 23

ount Summary	previous balance	\$9,312.04	
6011 0053 5852 7276	payments and credits	-	250.00
payment due date July 18, 1998 minimum payment due \$0.00 credit llmit \$10,000.00 credit available \$797.00 cash credit limit \$5,000.00	purchases	+	0.00
	cash advances	+	0.00
	balance transfers	+	0.00
	FINANCE CHARGES	+	140.39
\$797.00	new balance	=	\$9,202.43
	6011 0053 5852 7276 July 18, 1998 \$0.00 \$10,000.00 \$797.00 \$5,000.00	6011 0053 5852 7276  July 18, 1998  \$0.00  \$10,000.00  \$797.00  \$5,000.00  FINANCE CHARGES	6011 0053 5852 7276  July 18, 1998  \$0.00  \$10,000.00  \$797.00  \$balance transfers  +  \$5,000.00  FINANCE CHARGES  \$-

To avoid additional finance charges, pay your entire new balance by July 18, 1998.

Transactions

Payments and Credits

Jun 16 PAYMENT - THANK YOU

-250.00

page 1 of 2

Your cash advance credit limit is 50% of your Account credit limit.

Discover(R) Card and the American Association of School Administrators congratulate the 1998 National Gold Tribute Award(R) Scholarship Winners: Susane Ko of Taipei, Taiwan; Svati Singla of Greenville, NC; and Bodie Brower of Afton,

If your income stops - how will you pay this bill? CreditSafe(R) Plus could help pay your Discover(R) Card bill when you can't. Sign up for CreditSale Plus today! For more details see the enrollment information on the reverse side of the enclosed payment envelope. CreditSale Plus, Important protection for your Discover Card account.

Use your Discover(R) Card for all your purchases and watch your Cashback Bonus(R) award grow.

24-Hour Customer Service. Receive up-to-date account information 24 hours a day! Call 1-800-DISCOVER (1-800-347-2683) and press "1" for your current balance, available credit, last payment received, next payment due, and payment address. Plus, you can view your up-to-date statement information on-line at www.discovercard.com.

> you've made ctatement

" VUS

FINANCIAL SERVIC SE

sount number	6011 0053 5852 7276
balance	\$ 9,088.10
payment due date	August 17, 1998
minimum payment due	\$ 3.00
amount enclosed	\$
Please make check payable	to Discover Card

Address or telephone change? Please print change in the space above.

#### 000006011005358527276090881000250000000300

Cashback Bonus'

Cashback Bonus<sup>(B)</sup> Award this period to date qualified purchases \$0.00 \$0.00 Cashback Bonus award earned \$0.00 \$0.00

Cashback Bonus anniversary date: December 23

Closing Date: July 23, 1998

Discover Card Account Summary

account number 6011 0053 5852 7276

payment due date August 17, 1998

minimum payment due \$3.00

credit limit \$10,000.00

credit available \$0.00

cash credit limit \$5,000.00

cash credit available \$0.00

\$9,202.43 previous balance 250.00 payments and credits 0.00 purchases + 0.00 cash advances + 0.00 balance transfers + 135.67 FINANCE CHARGES \$9,088.10 new balance

To avoid additional finance charges, pay your entire new balance by August 17, 1998.

Transactions

Payments and Credits

Jul 15 PAYMENT - THANK YOU

-250.00

page 1 cf 2

Your cash advance credit limit is 50% of your Account credit limit.

Discover(R) Card and the American Association of School Administrators congratulate the 1998 National Silver Tribute Award(R) Scholarship Winners: Ruby Ng of Tracy, CA; Matthew Surgemeister of American Falls. ID; and Stephen Chervenak of Big Flats, NY.

Join us when the Discover(R) GRAMMY(R) Festival kicks off in a city near you. This series of 150 cultural events features Grammy winners and nominees at 10 major cities: Boston, Chicago, Los Angeles, Minneapolis, Nashville, New York, Phoenix, Salt Lake City, San Francisco, and Seattle. For information visit our Web site at www.discovercard.com.

Use your Discover(R) Card for all your purchases and watch your Cashback Bonus(R) award grow.

Please see following page for additional information. Questions? Call 1-800-DISCOVER(1-800-347-2683 you've made Do16111 A7 C7

NINGING STATE OF THE

Now your Cashback Bonus® award means more than ever. Use your Cashback Bonus check to choose from airline certificates, hotel discounts, gift certificates, and much more. Watch your mail for your Cashback Bonus check, along with your award catalog.

it pays to

•

Closing Date: July 23, 1998

page 2 of 2

	<b>.</b> • • • • • • • • • • • • • • • • • • •				Transaction
	Average Daily Balances	Daily Periodic Rales	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Fee FINANCE CHARGES
current billing period: 30	days				
Purchases	\$7974.21	0.04792%	17.49%	\$114.64	none
Cash Advances	\$1219.04	0.05751%	20.99%	\$21.03	\$0
previous billing period: 3	1 days				
Purchases	\$0	0.04767%	17.40%	\$0	none
Cash Advances	\$0	0.05425%	19.80%	\$0	none

Questions? Call 1-800-DISCOVER (1-800-347-2683) . For TDD (Telecommunication Device for the Deaf) assistance, see reverse side. Send billing error notice to: Discover Card, P.O. Box 30944, Salt Lake City, UT 84130-0944.



IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded attorney fees and costs in the amount of \$1,500.00. DATED this 4: Respectfully Submitted By: ROBERTS & SMITH, LTD. 1216 · Fax: (702) 388-2514 520 S. Fourth St., Suite 360 Las Vegas, Nevada 89101 Attorneys for Plaintiff R SCOTLUND VAILE 

CYNTHIA DIANNE STEE! DISTRICT COURT JUDGE

#### AFFIDAVIT OF LAST KNOWN ADDRESS

COUNTY OF DENTON

§

STATE OF TEXAS

8

Before me the undersigned authority personally appeared BRIAN S. HOLMAN, and after being duly sworn stated, based on information and belief, the following:

- 1. The address of Petitioner, R. Scott Vaile, is 12137 Merrill Road, Pilot Point, Texas.
- 2. The last known post office address of CISILEY A. VAILE is:

c/o Ragnhild Eng Cisiley A. Vaile Goteborgs Gate #1 0566 Oslo, Norway

3. The attorney for CISILEY A. VAILE is unknown.

Brian S. Holman

State Bar No. 00784287

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by the said Brian S. Holman on this 24st day of August, 2000.

Isabel Cano Notary Public, State of Texas No ary Public, Sta

AFFIDAVIT OF LAST KNOWN ADDRESS - Page Solo R. Scott Vaile

EXHIBIT V

R. SCOTLUND VAJEE 15 PH 3: 42

VS.

SINGLE AL VAILE
SOUTH OF THE DISTRICT COURT OF DENTON COUNTY, TEXAS
SINGLE AL VAILE
SOUTH OF DENTON COUNTY, TEXAS
SOUTH

## RESPONDENT'S SPECIAL APPEARANCE

NOW COMES CISILIE A. VAILE, Respondent, and files this Special Appearance under Rule 120a of the Texas Rules of Civil Procedure. Respondent's legal domicile is outside Texas and is in the country of Norway. Respondent's person and property are not amenable to process issued by the courts of Texas, and Respondent prays that the Court so rule.

## Praver

Respondent prays that the Court grant the relief requested in the special appearance.

Respectfully submitted,

Mike Gregory

State Bar No. 08435000

303 N. Carroll Blvd., Suite 100

Denton, TX 76201

Ph: (940) 387-1600 / Metro: (972) 434-3828

Facsimile: (940) 387-2173

Attorney for Respondent

The undersigned states under oath:

"I am Mike Gregory, attorney for Respondent in Respondent's foregoing Special Appearance. The allegations and facts stated therein are true and correct based on my information and belief."

Mike Gregory

THE STATE OF TEXAS	)
COUNTY OF DENTON	)

Before me the undersigned notary public, on this day personally appeared Mike Gregory, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of September, 2000.

BETH GINA HONEYCUTT
MY COMMISSION EXPIRES
Decamber 23, 2000

Notary Public, State of Texas

## **CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the above was served on Brian Holman, Attorney for R. Scotlund Vaile, P.O. Box 2252, 512 West Hickory Street, Suite 224, Denton, Texas 76202 in accordance with the Texas Rules of Civil Procedure on the 15th day of September, 2000.

Mike Gregory

Attorney for Respondent

NO. 2000-61344-393

R. SCOTLUND VAILE

00 SEP 15 \$M 3: 42

VS.

SHERE SEATON IN THE DISTRICT COURT OF

STRICT CLERK SEATON IN THE DISTRICT COURT OF

SEATON COUNTY, TEXAS

SEATON IN THE DISTRICT

CISILIE A. VAILE

# CONTEST AND OBJECTION TO VALIDITY OR ENFORCEMENT OF REGISTRATION OF FOREIGN JUDGMENT/SUPPORT ORDER

Subject to special appearance in this cause, NOW COMES CISILIE A. VAILE,
Respondent, and files this Contest and Objection to the Validity or Enforcement of Registration
of Foreign Judgment/Support Order in this Cause.

Respondent seeks all of the relief entitled to Respondent through Texas Family Code

Sections 159.606 and 159.607. Respondent requests that the court vacate the registration.

Respondent contests all remedies being sought by the registering party, R. SCOTLUND VAILE.

Respondent, as the nonregistering party, requests a hearing to contest the validity or enforcement of the registered order as per Texas Family Code Section 149.606(c). The issuing tribunal lacked personal jurisdiction over the contesting party. The Nevada Order that was registered in Texas was obtained by fraud.

WHEREFORE, premises considered, Respondent, nonregistering party, requests a hearing to contest the validity or enforcement of the registered order and that she be given notice of the day, time, and place of the hearing. Respondent further prays for all other relief to which she may be entitled in law or in equity.

Respectfully submitted,

Mike Gregory

State Bar No. 08435000

303 N. Carroll Blvd., Suite 100

Denton, TX 76201

Ph: (940) 387-1600 / Metro: (972) 434-3828

Facsimile: (940) 387-2173

Attorney for Respondent

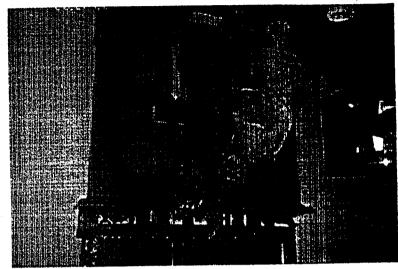
## CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above was served on Brian Holman, Attorney for R. Scotlund Vaile, P.O. Box 2252, 512 West Hickory Street, Suite 224, Denton, Texas 76202 in accordance with the Texas Rules of Civil Procedure on the 15<sup>th</sup> day of September, 2000.

Mike Gregory

Attorney for Respondent

ехнізіт<u></u> Ш

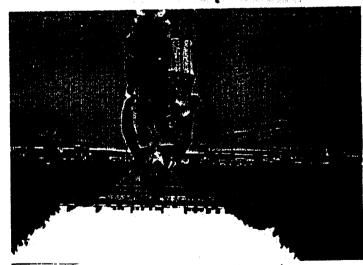




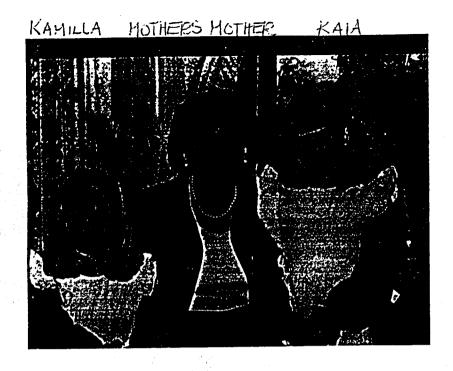
KAMILLO



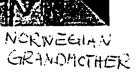


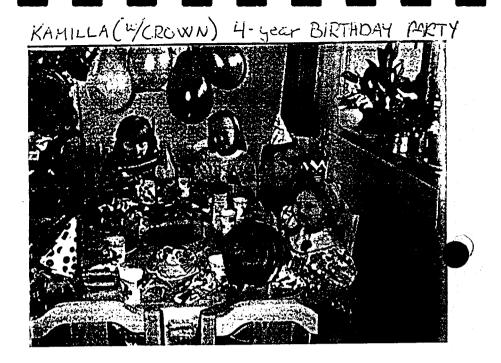


MOTHER, KAM AND KAMILLA











PARTY IN CHURCH

## English translation

County of Oslo Town of Grunerløkka Løkka preschool

Cisilie Vaile Gøteborggata 1 0566 OSLO

# Information regarding Kamilla Vaile's, (b.13.02.95) stay in Løkka preschool

After inquiry from you Aug. 11<sup>th</sup> 2000, Løkka preschool has written a small summary about how Kamilla Vaile has functioned in preschool. She has attended Løkka preschool from Sept.9<sup>th</sup> 1998 – May 16<sup>th</sup> 2000.

According to The Childrens Law § 50, the preschool can give information about the child to one of the parents upon request. The preschool can refuse to give this information if it can be damaging to the child. We choose to answer your request.

The information is given by pedagogic leader Karianne Kirstistuen and director Elisabeth Gellein. The information received is regarded as a single resolution, and you have the right to appeal according to The law of public administration.

Aug.17<sup>th</sup> 2000 Sincerely Elisabeth Gellein

Elisabeth Gellein Director

Attachments: 1



Cisilie Vaile Gøteborggata 1 0566 OSLO

# Opplysninger om Kamilla Vaile's, (f.13.02.95) opphold i Løkka barnehage

Etter henvendelse fra deg 11.08.00, har Løkka barnehage skrevet en liten oppsummering om hvordan Kamilla Vaile har fungert i barnehagen. Hun har gått i Løkka barnehage fra 07.09.98 - 16.05.00.

I henhold til Barnelovens § 50 kan barnehagen gi opplysninger om barnet til en av foreldrene når vi blir bedt om det. Barnehagen kan nekte å gi disse opplysningene dersom det kan være til skade for barnet. Vi velger her å besvare din henvendelse.

Opplysningene er gitt av pedagogisk leder Karianne Kirstistuen og styrer Elisabeth Gellein. Innhenting av opplysninger regnes som et enkeltvedtak, og kan påklages i henhold til forvaltningsloven.

17.08.00

Vennlig hilsen

Elisabeth Gellein

Gellein

Styrer

Vedlegg: 1

Oslo kommure Bydel Grünerlekka-Sofienberg Løkka bamehagé Stolmakergata 12 0551 OSLO

Darabendencer Postadresser Telefon: 22 04 17 55

## English translation

Kamilla has attended preschool regularly from fall 1998 to spring 2000. During this period she has had a so called normal absence.

When Kamilla started, she had to learn to communicate with the other children in Norwegian. She obtained good Norwegian language skills within a normal time period. That means that she at springtime 2000 not had limited opportunities to express herself, her will and thougts in Norwegian. She loved to sit and talk with one of the preschool teachers, tell short stories or just kid around and laugh.

Kamilla received good friends of both gender. She mostly enjoyed playing with children of her own age, but could also care for those who were younger. She obtained a good status in the group and was often the one who took the initiative to start a game. She stated her opinion about how she thougt the game should develop further and often got her way.

During the time spent at preschool she liked to play different types of roleplay like cat, circus and different types of hide and seek games. In the last semester, Kamilla spent especially much time with to girls on her own age. They played for the most part very well together and had few conflicts. Kamilla loved to draw, especially princesses and liked to play games.

In situations where consentration was needed, in example at the gathering around the lunch table, Kamilla needed some limits set so she would not "kid around" too much. Sometimes she would forget and would make some fun by hiding other peoples food etc. When Kamilla brought something especially good to preschool (Norw. Waffles) or a nice toy, she loved to share it with all the others.

Kamilla really loved preshool. She was very content, and was a secure and self reliant girl who had a lot of fun in play and on trips together with good friends.

Karianne Kirstistuen

Karianne Kirstistuen

Preschool teacher at Østavind.

Kamilla har jevnlig vært i barnehagen fra høsten 1998 til våren 2000. I denne tiden har hun hatt såkalt normalt fravær.

Da Kamilla startet måtte hun lære seg å kommunisere med de andre barna på norsk. Hun tilegnet seg gode norsk språkferdigheter i løpet av normal tid. Det vil si at hun våren 2000 ikke hadde begrensede muligheter til å uttrykke seg, sin vilje og tanker på norsk. Hun likte godt å sitte å prate med en av personalet, fortelle små historier eller tøyse og le.

Kamilla fikk gode venner av begge kjønn. Hun likte best å leke med jevnaldrende, men kunne også ta seg av de som var mindre. Hun fikk god status i gruppen og var ofte en av de som dro i gang en lek. Hun sa sin mening om hvordan hun synes leken skulle utvikles og fikk ofte viljen sin.

I barnehagetiden likte hun å leke ulike typer rollelek som katt, sirkus, og ulike typer jaktlek. I siste semester var Kamilla særlig mye sammen med to andre jenter på samme alder. De lekte for det meste veldig bra sammen og hadde få konflikter. Kamilla likte også å tegne, særlig prinsesser og å spille spill. I situasjoner hvor det kreves konsentrasjon, f.eks i samling og ved matbordet trengte Kamilla grenser for ikke å tøyse for mye. Hun kunne lett glemme seg og finne på mye tull, som å gjemme andres mat etc. Når Kamilla hadde med seg noe ekstra godt i barnehagen (vafler) eller en fin leke delte hun gjerne med alle andre.

Kamilla hadde det svært godt i barnehagen. Hun trivdes godt, og var en trygg jente som hadde det moro i lek og på turer sammen med gode venner.

Karianne Kirstistuen

Kaiame Kirstistuen

Førskolelærer på Østavind.

Oslo kommure Bydel Grünerløkka-Sofienberg Løkka barnehage Stolmakergata 12 0551 OSLO



Oslo kommune Bydel Grünerløkka-Sofienberg Christiesgate helsestasjon

Til Joseph for Lamilla frue Vaile

Dato 11/5- (70)

Kamilia was supposed to have a 5-year control at her doctor in June, but I had to cancle it Since she had been

Lanuil	lla		har fatt tin kidnapped
10RS dag 15. 10N1	kl.	940	, rumapped
Timen gjelder Jain Roudwell lien loge	· +	MAIR.	valenine (lulken poter)
Vennligst gi beskjed dersom tiden ikke passer.			

Velkommen!

Bydel

Aubestill 2.6.

ring igjen

Besøksadresse: Grünerløkka-Sofienberg Christiesgate helsestasjon Christicsgate 38

Postadresse: Christicsgate 38 0568 OSLO

Med hilsen Alle Cleustine Loud

Telefon: 22 37 75 47 Telefaks: 22 35 52 85

Helsestasjon (navn. adresse, telefon, apningstid)  Christies gt. helsestasjon Christies gt. 38 Christies gt. 38 Ta med teppe/hi 0558 Osto TR. 2237 75 47  TR. 2237 75 47	ånd
Helsestasjon (navn. adresse, teleton, apningstid)  Christies gt. helsestasjon Christies gt. 38  OSSE OSIO TH. 22 37 75 47  Helsesoster i ditt bodistrikt Ann-Curi Shinc Wend Trefftid  Helsestasjonslege  Dato Lengde Hode- omkr. Vekt Dato Lengde	ånd
Helsestasjon (navn. adresse, teleton, apningstid)  Christies gt. helsestasjon Christies gt. 38  OSSE OSIO TH. 22 37 75 47  Helsesoster i ditt bodistrikt Ann-Curi Shinc Wend Trefftid  Helsestasjonslege  Dato Lengde Hode- omkr. Vekt Dato Lengde	ånd
Christies gt. 38	
Christies gt. helsestasjon Christies gt. 38 Christies gt. 38 Christies gt. 38 Christies gt. 38 Ta med teppe/hi 15 å stalle p  Helsesoster i ditt bodistrikt Ann-Curi Shinc Vent  Trefftid  Helsestasjonslege  Dato Lengde Hode- omkr. Vekt Dato Lengde	
Christies gt. 38	
Helsesoster i ditt bodistrikt  Ann - Curi Shine Wend  Trefftid  Helsestasjonslege  Dato Lengde Hode- omkr. Vekt Dato Lengde	â. 
Helsesoster i ditt bodistrikt  Ann - Curi Shnc Vent  Trefftid  Helsestasjonslege  Dato Lengde Hode- omkr. Vekt Dato Lengde	-
Trefftid  Helsestasjonslege  Dato Lengde Hode- omkr. Vekt Dato Lengde	
Trefftid  Helsestasjonslege  Dato Lengde Hode- omkr. Vekt Dato Lengde	
Trefftid  Helsestasjonslege  Dato Lengde Hode- omkr. Vekt Dato Lengde	
Dato Lengde Hode- omkr. Vekt Dato Lengde	
Dato Lengde omkr. Vext Dato Lengue	<del></del>
Dato Lengde omkr. Vext Dato Lengue	
Fodsei	Vek

Kamillas vacinations done in Norway



## Timeavtale

Ukedag ,	Dato	KI. :	Ukedag <sup>?</sup>	, Dato 🛬	. ki.
				•	
			·		
	-				

Helsestasjonsvirksomheten er en del av den kommunale helsetjenesten. Den omfatter bl.a. helsefremmende og forebyggende arbeid; foreldreveiledning, helseopplysning og helseundersøkelser av barn på bestemte alderstrinn og vaksinasjoner.

## Vaksinasjon av barn etter det anbefalte vaksinasjonsprogram

	asjuli av Dalli			
Vaksine	Dato	Dato	Dato	Dato
OTP (Difteri, tetanus, kikhoste)				
Hib (Hemo- philus influenzae type b)	<i>V</i>			
Polio	27/1-99	36/6-99	16/3-00	:
MMR (Meslinger, kusma, rode hunder)		·		
DT (Difteri, tetanus)	27/1-99	30/6-99	16/3-00	
BCG				

## Andre vaksiner

Vaksine	Dato	Dato	Dato	Dato
Hepatitt B				
- Agr (-3.) 2 • <b>4</b>				

K-blankett 4549 Forlag: Sem & Stenersen Prokom AS, Cslo 11-98

Kjære foreldre/foresatte til

Namila Jane Vaile

13.02.95

Vi ønsker dere velkommen til helsestasjonen.

For at vi skal kunne følge utviklingen av deres barn, er det nødvendig at vi skriver ned på helsekortet de funn som gjøres ved hver undersøkelse.

Alt som noteres skal gjøres i samråd med dere, og dere har full innsynsrett i helsekortet når dere ønsker det.

Ved eventuell flytting eller overføring til en annen helsestasjon/skole, er det viktig at helsekortet følger barnet. For å sikre at den nye helsestasjonen/skolen raskt får opplysninger om barnet, vil vi kunne oversende kortet. Vi ber om samtykke til slik oversending.

Med vennlig hilsen

Dato 27.01.99 ACKCELL.

Stempel

Christies gt. helsestasjon Christies gt. 38 0568 Oslo Tif. 22 37 75 47

## Erklæring med samtykke til overføring av helsekort ved flytting

Samtykke til at barnets helsekort oversendes ny helsestasjon/skole ved flytting/overføring. (Underskrives av de/den som har foreldreansvaret.)

Sted

Dato

Underskrift

Underskrift

Underskrift

Dette samtykke gjelder med mindre det tilbakekalles. Oppbevares i helsekortet. Kopi beholdes av foreldre/foresatte. Oslo, Norway, Aug. 16th, 2000.

## To whom it may concern

I am the mother of Amna Tariq, a classmate and friend of Kaia Vaile. Kaia and Amna have been attending Oslo International School for two years together in the same class. Since we live close to Kaia's home, Cisilie and I have been taking turns taking and picking the girls up from the school buss. As I learned to know Kaia and she became comfortable with me she started to share her feelings with me in the car on the way to the shool buss without me asking any questions about her personal life. She shared with me that she was very afraid that her dad from America would come and take her away to America. She was very concerned that she had to live with him. She also told me that her dad used to hit her and her sister, and that she was afraid of him.

Kaia was very happy to tell me about her mothers fiance. She used to tell me how nice he was to her and all the fun activities they did together. She told me about the new house they had bought and how exited she was to move in there. She really looked forward to her mom's wedding where she was going to be a bridesmaid together with her sister. Kaia told me that her mothers fiance was very kind and she looked forward to have him as her dad.

Sincerely,

Shahana Younus

Toftesgate 61C 0552 OSLO Norway

Tel. 01147 22 35 71 45

Principal: Barbara Carlsen B.A.



P.O. Box 53, N-1341 Bekkestua, Norway

Tel.: +47 67 53 23 03 Fax: +47 67 59 10 15

## Junior School - Progress Report

Head of Junior School - Derek J. Hall B.A. M.Ed.

Name Kaia Vaile

Class Y3S

Attendance 94 Period Aug 98/ Jan 99

## English

Kaia has made strides in her ability to stay on task. Her spelling has improved as well as her ability to write in clear complete sentences. She needs to develop greater confidence expressing her ideas in writing.

#### **Mathematics**

Kaia needs more practising in writing her numbers, she has a tendency to reverse the numbers 5 and 3. She is making progress in her number work. She is gaining confidence in tackling problems. She tries very hard to master skills. in addition and subtraction within 20.

## Science

Has enjoyed learning about teeth. Shows enthusiasm for the practical experimentation as we explore Magnetism. A lot of help needed with basic notation and has a short concentration span for her age.

## History

Understands the concept of past, present and future. Willing to volunteers information when having class discussions. Has difficulty with written work and needs a lot of help and support.

## Geography

Has enjoyed learning about plans, mapping skills and eight points of the compass. Often has problems staying on task, instead she seeks social interaction and any distraction. This can be difficult if you are a neighbour.

## Norwegian Studies

Participates in discussion and works hard.

#### Art and Craft

Enjoys all aspects of this subject and works with interest and enthusiasm. Able to concentrate and produce work of great care and detail. Some very nice pieces.

## Information Technology

She works well in the weekly IT lesson but must try to stay on task.

## Physical Education

Kaia works well in P.E. when she wants to. She can get easily distracted when working with others.

#### Music

Kaia needs to listen more carefully to instructions and respond more positively. She should spend more time practising her recorder.

## **General Comments**

Kaia is a native English speaker and it is very important that she develops her language skills to those consistent with her age. She needs a lot of regular and sustained support, both at school and at home. Routines in school and completion of homework assignments are important. We both need to give her the right messages and our continuing support.

Signed. 5.1. Shelds. Class Teacher

Signed S. Carlsen rincipal/Head of School

Principal: Barbara Carlsen B.A.



P.O. Box 53, 1318 Bekkestua, Norway

Tel.: +47 67 53 23 03 Fax: +47 67 59 10 15 E-mail: oslo.is@online.no

## Junior School - Progress Report

Head of Junior School - Derek J. Hall B.A. M.Ed.

Name Kaia Vaile Period Jan 99 - May 99

Date of Birth 30.05.91

Class Y3S
Days Absent 5

## English (K. Dubbel)

She has made progress this term. She can be very diligent when she concentrates on the task at hand. She can be easily distracted which hinders her from achieving her best.

## Mathematics (K. Dubbel)

Kaia continues to need assistance in class. She requires more practice in applying her skills to new situations and she needs more practice to consolidate her skills.

## Science

Currently exploring the theme of "Light and Colour" which Kaia is enjoying. She is enthusiastic about hands-on experiments and any art work associated with the topic. Part of the appeal of the practical work is the opportunity for social interaction and sharing ideas. Written work often needs extra time for completion and a lot of guidance and support with worksheets.

## History

Currently moved from Romans to Vikings. Kaia has enjoyed the stories and followed with interest. She rarely contributes to class discussions but I hope that as her confidence grows she will feel she has a valuable contribution to make. Again written work often needs extra time for completion and a lot of guidance and support.

## Geography

We have been working on following oral directions and plotting the route on a map. We have also been introducing the concept of giving directions orally and in a written

format. She has enjoyed the practical work where you have to orientate yourself to the map and work out which is your right and your left in order to follow, or give directions. Sometimes she is easily confused by directions and where things are in relation to each other.

## Art and Craft

With illustrations she can observe well and make a good effort to record what she sees. She works slowly, carefully and with attention to detail. Needs to be jollied along and kept on task so that she can get the work completed. Weaving took a great deal of effort to complete but her sewing was done relatively quickly and she said that she really enjoyed it!

## Music (E. Thorbjornsen)

This term Kaia has worked more actively and independently, though she still needs encouragement to fully develop her music skills. Systematic practising the recorder would help.

Norwegian Studies (R. McDonald)
Shows more enthusiasm now that she is making an effort.

## Physical Education (J. Town)

Really needs to make more effort in P.E. Frequently inattentive and reluctant to get involved in team activities.

Information Technology (M. Bliss)
Must try to stay on task but has worked well.

## **General Comments**

I am very pleased with Kaia's progress in reading which has helped her a great deal to follow what is going on in the class and instructions on the board. She can be very chatty and is easily distracted and this can also be distracting for her neighbours. Often in the class she is unaware of what is going on around her and seems to be in her own little world. Needs to be in a situation where as many distractions are removed as possible so that she can

focus on the task at hand. Loves social contact and welcomes the opportunity of group work. Kaia has been far more productive since her last report. I hope that as her confidence blossoms she will take a more active role in lessons and gradually become more independent in her work habit.

Principal: Barbara Carlsen B.A.



SCIENTIAE ET VITAE

P.O. Box 53, 1318 Bekkestua, Norway

Tel.: +47 67 53 23 03 Fax: +47 67 59 10 15 E-mail: oslo.is@online.no

## Junior School - Progress Report

Head of Junior School - Derek J. Hall B.A. M.Ed.

Name Kaia Vaile

Date of Birth

30th May 1991

Class 4Z

Period August 1999 - January 2000

Days Absent

Ciass 7

English

Kaia has had an up and down year so far. Some days she is quite cheerful and willing to be cajoled. Other days she is extremely difficult to motivate and to get any written evidence out of the lesson. Getting work finished or returned to school is a big problem. At present I feel she needs a great deal of support from both school and home.

#### Mathematics

Kaia is currently working on simple division with remainders using x2, x3, x4 and x5. Some days she completes a good amount of work which is great. Other days she is tired, with poor concentration and covers very little in the lesson. Homework and books are often not returned, just like the homework diary. Needs a lot of help and support with general organisation in order to get the best out of her school day.

#### Science

Enjoys practical work but must listen better to instructions. Can do better than work reflects.

#### History

Has shown an interest in Ancient Greece but at times has difficulty concentrating on assignments.

## Geography

Shows understanding of the work covered.

## Norwegian Studies

Kaia needs to concentrate on keeping on task.

#### Art and Craft

Work shows promise but lacks confidence and interest at times.

## Information Technology

Has shown a marked improvement in her work.

## **Physical Education**

Kaia has been working inconsistently in PE. She has come unprepared for class on various occasions. More concentrated effort is required to do well in this subject.

## Music

Has worked well at times, especially as part of a group. However she needs to listen more carefully to the instructions.

**General Comments** 

Kaia's listening skills have improved but she needs to recognise the value of concentrated attention. She is capable of doing her classwork but often day dreams and despite reminders fails to complete work. As a result she has a heavy homework load and much of this remains unfinished or is returned late. Returning her reading book on Monday and Friday mornings has also been a problem and she must work harder to have this on the proper day. She is very worried about home circumstances, which is understandable. Kaia enjoys her classmates and has a wonderful sense of humour. However, she lacks sensitivity to some classmates when angry and we have discussed how she must communicate her disappointment, instead of speaking unkindly or in a nasty voice. I would like to see Kaia work harder next term.

Antonia Friegles Class Teacher

olsen Princ

Principal/Head of School

Principal: Barbara Carlsen B.A.



P.O. Box 53, 1318 Bekkestua, Norway

Tel.: +47 67 53 23 03 Fax: +47 67 59 10 15 E-mail: oslo.is@online.no

15 December, 1999

Student's name:

Kaia Vaile

Class:

4Z/O/S

Kaia has been attending the S.E.N. Department for extra support in English for one double period per week since September, 1999.

I have supported Kaia with all aspects of the Year 4 English syllabus including Grammar, Comprehension, Sentence Structure and short writing skills.

Kaia was referred to the department due to difficulties she was experiencing in being able to maintain concentration and focus during lessons, in addition to her low work output.

Kaia has made some progress towards achieving her set I.E.P. targets this term. However, she periodically fails to complete set tasks and sometimes works at a very "slow" pace during her support lessons.

Kaia will need to continue attending the support department next term to enable further progress to be made across the curriculum.

I will continue to liase and consult with Class and Subject teachers, and request periodic feedback to facilitate the achievement of I.E.P. targets set during the spring term.

Derek Waddell S.E.N. Department

Principal: Barbara Carlsen B.A.



**SCIENTIAE ET VITAE** 

P.O. Box 53, 1318 Bekkestua. Norway

Tel.: +47 67 53 23 03 Fax: +47 67 59 10 15

E-mail: oslo.is@online.no

## Junior School - Progress Report

Head of Junior School - Derek J. Hall B.A. M.Ed.

Name Kaia Vaile

Period January 2000 - May 2000

Date of Birth

30<sup>th</sup> May 1991

Class

Days Absent

## English

Her work habit is slow but she presents a good standard of work that is accurate. She is particular about presentation and written work is always neat. Tries hard in grammar and spelling. A little difficult to get her to volunteer information or suggest ideas for story writing. This could be due to lack of confidence. Better able to focus on her work and often prefers to work alone. A much better year, well done! (S.J.Shields)

#### Mathematics

Her approach is still inconsistent and work output varies a lot. She has realised that it is better to complete as much work in class time as possible, so that she gets the help and support from the teacher and not feel overwhelmed with homework. Standard and volume of work is much improved and she is gaining confidence. A much better year's work. Good girl! (S.J.Shields)

## Science

A noted improvement has been evident in Science. Enjoyed study of plants and became an active participant in class discussions and experiments.

## History

Has enjoyed our Native American study. Created craft projects representing the different tribes. Did good work on the Kachina Mask.

## Geography

Missing work has prevented Kaia from completing work to the best of her ability.

## Norwegian Studies

Kaia has very good oral language skills. She needs to concentrate on completing her work.

## Art and Craft

Her work is individualistic and creative. Pays great attention to detail and produced many lovely pieces.

#### Information Technology

Kaia's computer skills have improved and she now tries a lot harder in class and has worked well especially on the Crystal Rain Forest programme.

#### Physical Education

Kaia seems to like team games but still needs to be more involved generally in PE class. She has forgotten her PE clothes five times in the second term.

#### Music

She has worked better this term, actively participating in all music activities. Her results in the last test are high, proving musical sensitivity.

## General Comments

Kaia has shown an overall improvement in effort this term and I hope this continues. She shows understanding of covered work but would continue to benefit from greater self-control. Her worries about home experiences appear to influence her concentration and work. Despite her worries she has good social skills and many friends. Her smile and laugh are missed. I wish the very best for Kaia and hope she will always try and work to her full potential.

A. Ziegler

K. Carloen, Principal/Head of School

Principal: Barbara Carlsen B.A.



P.O. Box 53, 1318 Bekkestua, Norway

Tel.: +47 67 53 23 03 Fax: +47 67 59 10 15 E-mail: oslo.is@online.no

18 May, 2000

Student's name:

Kaia Vaile

Class:

4Z

Kaia has been attending the S.E.N. Department for extra support in English for one double period per week since September, 1999.

I have supported Kaia with all aspects of the Year 4 English syllabus including Grammar, Comprehension and Sentence Structure.

In addition Kaia has also read eight books from the "Liewire" reading scheme, and completed the associated activities.

Kaia has made good progress in reading this term and has increased her reading age significantly. In particular her comprehension and phonic skills have improved significantly this year.

Kaia always adopts a positive approach towards her classwork during support lessons and it has been a pleasure working with her this year

Derek Waddell S.E.N. Department

Principal: Barbara Carlsen B.A.



P.O. Box 53, 1318 Bekkestua, Norway

Tel.: +47 67 53 23 03 Fax: +47 67 59 10 15

E-mail: oslo.is@online.no

10, 9.99

Dear	rbb- s	U mile

As part of the Education Support Department's referral policy I am writing to request your permission to assess your child using a range of standard diagnostic materials in order to identify specific strengths and weaknesses.

The information obtained will enable the Support Department to devise – in consultation with you – an Individual Education Plan (I.E.P.) designed to facilitate your child's educational progress.

You will be invited to attend a meeting after the assessments have been completed to discuss the results and the Department's recommendations.

If you have any questions or would like further information, please do not hesitate to contact me.

Thank you for your support.

Yours sincerely

M D. W. Idell

**Education Support Department** 

Principal: Barbara Carlsen B.A.



P.O. Box 53, 1318 Bekkestua, Norway Tel.: +47 67 53 23 03 Fax: +47 67 59 10 15

23. 9. 99.

E-mail: oslo.is@online.no

Dear Mrs Vaile

Thank you for attending the recent Education Support Department's meeting to discuss and clarify your child's educational needs.

As agreed at the meeting I am forwarding you a copy of the individual education plan (I.E.P.)which the support department has prepared for Kaia which is to be reviewed on 17. 12. 99. to check what progress has been made towards the targets being achieved. A review of progress made, and any comments, will be sent to you forthwith after the expiry date.

A new I.E.P. including further targets pertaining to Kaa's needs may be written by the Support Department in January 2000a copy of which will be duly sent to you.

<u>Kaia</u> will attend the Support centre for <u>1</u> periods a week on Monday periods <u>/</u> and <u>/</u>:Tuesday periods <u>/</u> and <u>/</u>:Wednesday periods <u>/</u> and <u>/</u>:Friday periods <u>/</u> and <u>/</u>.

I do hope this information will be helpful to you

Please do not hesitate to contact me at the school if you have any queries or concerns regarding your child's needs/progress.

Best regards,

Yours Sincerely

Mr D. Waddell

Derek Waddell Education Support Dept.

Kathlind Kother
Rodeløkka Legesent.Scaluggt.2
0565 OSLO

Tlf: 2237 4490

Psykologens stempel og underskrift:

Pasient: 300591 LOUISE, KAIA GØTEBERG GT 1 0566 OSLO Tlf:

30B1435

UNDERSØKELSE/BEHANDLING HOS PSYKOLOG (Henvisning fylles ut av lege og leveres eller sendes i lukket konvolutt til psykolog som vil kunne være behjelpelig med å innhente trygdekontorets forhåndsgaranti) RTV 2.20/12.75 HENVISNING(Fylles ut av lege) Bostedskommune: OSLO Diagnose og henvisningsgrunn: psyk. ubalance etter skilsmisse av foreldrene hun snakker bare engelsk Ber om psykologisk behandking RODELOKKA LEGESENTER OSLO 10.08.98 Kathlind Kother Spinauggt. 2, 0565 OSLO TII. 22 37 44 90 REKVISISJON (Fylles ut av psykologen og sendes trygdekontoret i pasientens bostedskommune) Gjør kort rede for undersøkelser/behandling som allerede måtte være foretatt og gi en kort begrunnelse for det videre opplegg DET SØKES OM GARANTI FOR FØLGENDE UNDERSØKELSE/BEHANDLING Takst: \_\_\_\_\_ Antall: \_\_\_\_ Takst: \_\_\_\_ Antall: \_\_\_\_ Takst: \_\_\_\_ Antall: \_\_\_\_ Sted og dato: \_\_\_\_ \_ \_ Telefonnr.

				4.5		
Child's name KAIA LOUISE VAILE			Date of Birth (I		Year)	
Child a tale or / Bodink courity number:		For non EU / KES residents:				
271-94-4030			Health insurance	e company	& policy number:	
Marine of Parcent/Guardian CISILIE A. VAILE	-		Occupation CHEF			
Address GOTEBORGGT. 1 (Clo)	C177477962	1	Telephone - Wo	rk/Home		
0566 0510	ENG	儿	22 35 5	5264		
Number of siblings in family: 1 KAMILLA			Ages: 3			
Name of person to be contacted in case of accident CISILIE VAILE OR RAGNHILI			Telephone:	5264	1	
DETAILS ABOUT THE CHILD'S HEALTH Does the child have any physical problem /handica		Dess 0	f which the school	should be a	iware? Yes 🔲 No 🖰	 ≾
Tempo milano di Santan					•	
If yes, please give details:			ı			
Is any medication taken regularly eg. daily Yes	No 🗵		•	`		_
If yes, please give details:						-
Epilepsy / convaisions Grandmal / Petitmal?	Yes		No	国 图	Age	
Heart / lung problems	Yes		No	-ব্ৰ	Age	
Diabetes	Yes		No	Ø	Age	ᅦ
Insulin or diet controlled?			<u> </u>	<u> a</u>		
Has your child problems with poor eyesight? Glames	Yes Yes		No No	Ą	Age	
Has your child problems with hearing? Hearing aid	Yes Yes		No No	Z Z	Age	
Asthma Ongoing	Yes Yes		No No	ख्यं	Age	
Ecrena	Yes Mild		No Caro		Age	
Allergies State which:	Yes,,		No	_DŁ	Age	
Eating disorders	Yes Yes		No No	É	Age	

				vk	٠		·					Age	
Thomping cough	Yes		No	Ħ	G	landular fever		Yes	0	No	X		
				Agr	e							Age	
ri enska	Yes		No	'Ex	E	ar infection		Yes	Ħ	No		2	
				Agr	e							Age	
Anmpe	Yes		No	ছ	c	onveisions .		Yes		No	iα		
				Ag	e							Age	
German Measles	Yes		No	X	C	hickenpox		Yes	囡	No		5	
				Ag	e						_	Age	
carlet fever	Yes	0	No	ৰ্ম 🔠	В	ronchitis		Yes		No	<u>X</u>		
Other illnesses - state	which	and at w	hat s	ige:			:			•			
VACCINATIONS			Dat	te: (First)		Date: (Second)	Date	: (thir	rd)	Date:	(Fourt	<b>à</b> )	
(ripie/ Duo Diphteria, wiscoping com	gà, tetar	res)	3	1-11-	91	21-5-96	5	- 11 ·	- 9é			:	
Polic			ړ	1-11-9	4i i	21-8-46	Ś	- 14	-96				
MMR (Mensies, mamps, 1	rabella)		12	1-8-	9k	8-11-96							
				<u> </u>						İ			
BCG		•								1			4
BCG Tetanus bast given			1 1	S-11-6	10							V	
	kave liv		+	S-11-6 21-11-6		·							
Tetanus last given Other vaccinations if you	kave liv ies	edia HIG	+	<u> </u>									
l'etanus hast given Other vaccinations if you tropical / overseas countr Sanalipox	kave liv		+	<u> </u>									
l'etanus hast given  Other vaccinations if you tropical / overseas countr  Sanalipox  Yellow fever	kave liv		+	<u> </u>									
Tetanus last given  Other vaccinations if you tropical / oversess countri	ies	HIB.	+	<u> </u>									
l'etanus hast given Other vaccinations if you tropical / overseas countr Sanalipox Yellow fever Hepatitis	ies	HIB.	+	<u> </u>									•
l'etanus hast given Other vaccinations if you tropical / overseas countr Sanalipox Yellow fever Hepatitis	ies	HIB.	+	<u> </u>									• · · · · · · · · · · · · · · · · · · ·
Tetanus hast given Other vaccinations if you tropical / overseas countr Smallpox Yellow fever Hepatitis	ies	HIB.	+	<u> </u>									

Name:		any - do you attend wit	Telephone:		e e e e e e e e e e e e e e e e e e e
Address:					
When did y	cur child last	have a routine medical	check-up?		, .
APRIL	-98				
•	ify if there is accident or in	a doctor / private clinic njury:	to which you would	prefer your child to b	e taken in the
				F	
	of my knowi of my child i	edge the information gives included.	ven above is correct	and all information r	elevant to the
bealthy wh		consideration for my o in school. Should my ch e.	_	<del>-</del>	
Date Juli	13th -196	$\frac{9}{1}$ Signature of pares	nt / guardian // []	lie A. Vair	j L
Updated:	Date	Signature	Date	Signature	
	Date	Signature	Date	Signature	· ·
		•			

••

Sent By: MARSHAL S. WILLICK;

4385311;

Sep-19-0( 12

Page 2/3

CASE NO.	
DEPT. NO.	DOCKET NO

## IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

#### IN AND FOR THE COUNTY OF CLARK

ROBERT SCOTLUND VAILE }	DECLARATION UNDER UNIFORM CHILD
	CUSTODY JURISDICTION ACT (NRS 125A.120)
(ISILIE ANNE VAILE )  Desendant/Respondent.	

There is/are \_\_\_\_\_\_ child(ren) of the parties subject to this proceeding. The name, place of birth, birthdate and sex of each child, the present address, periods of residence and places where each child has lived within the last five (5) years, and the name(s), present address and relationship to the child of each person with whom the child has lived during that time are:

Child's Name		Place of Bir	th	Birthdate		Sex
A KAIA LOUIS	E VAILE	COLUMB	us, ohio	MAY 30TH,	1991	F
Period of Residence	Address		Person Child Lived (Name and Curren		Relatio	onship
5. 18,0010 present	UNKNOWA	V. TEXAS	R. SCOTLUN (ADDRESS; SAM	IN VAILE	FAT	HER
7.10.98 105,17.00					HOT	HER
8.1.47 to 7.10.98	WELLINGTO	in Road	CISILIE A.		HOTT	ter Father
Child's Name		Place of Bir	th	Birthdate		Sex
B KAHILLA JA	لسرور والأسار	MESTER	V Alin	FER 13TH 19	345	F
	$V \sim V A I L M$	MAC JIEK	VILLE OFICI		1 1 2	
Period of Residence	NE VAILES Address	MESIER	Person Child Lived (Name and Curren	1 A-1(u	Relatio	ouship
Period of Residence	Address		(Name and Curren	1 A-1(u		ouship HER
5.18.0010 present	UNK NUWN GOTEBOR	TEXAS	(Name and Curren  R. SCOTLY  (ADDRESS:	NO VAILE SAME	FA7	
Period of Residence	UNK NUWN GOTEBOR 10566 CSIX WELLINGTO	LIFYAS CLIGATA 1 D. NORWAY ON ROAD	R. SCOTLUM (Name and Curren R. SCOTLUM (ADDRESS: S CISILIE A	NO VAILE SAME) VAILE	FA7	HER HER

NOTE: Attach information about additional children or additional information on children listed above on attached sheet(s).

Attached sheet(s) MUST be same size as this form.

Margot Alaxandersan

Civilie A Vaile

_	00 15.55	TRANSPORTSEN	TWE! CODO	10-2314/133	50
Sen	By: MARSHAL S.	. WILLICK;	4385311;	Sep-19-00	Page 3/3
2.	have have not for	ircle one) participated any other state concer	as a party, witness, or in a ning custody of a child in	ny other capacity in any other litigat wolved in this proceeding.	ion or custody pro-
	If you circled (have	ve) above, please sup	ply the following informa	tion about the other proceeding(s).	
	a. Name of each o	child involved: KA	IA AND KAMIL	LA VAILE	
	b. Your role in ot	her proceeding(s): F	PETITIONER		
	c. Court, state and	d case number of other	er proceeding(s): OSL	O, NORWAY, 00-030	)31 A/66
	d. Date of court o	order or judgment in e	other proceeding(s): PE	NOING RETURN O	of Children
3.			of any custody proceeding ther than that set out in I	g pending in a court of this or any o tem 2 above.	ther state concern-
	•	• • • • • • • • • • • • • • • • • • • •	•	tion about the other proceeding(s).	
	a. Name of each c	thild involved: KAI	A ANO KAMILL	A VAILE	
	b. Your role in oth	her proceeding(s): D	EFENDANT		C
	c. Court, state and	case number of ther	proceeding(s): THE ST	JUDICAL DISTRICT OF NEVADA, I	230385
			other proceeding(s): MAY	_	
4.			rson not a party to this pr to any child subject to this	oceeding who has physical custody proceeding.	or claims to have
	If you circled "do"	' above, please supply	the following informatio	n and check appropriate lines:	
	a. Name and addre	css of person(s):			
	Person	named has physical co	assody of: (name of child)		
	Person	named claims custody	y tights as to:.(name of chil	ld)	
	Person	named claims visitatio	on rights with: (name of ch	ild)	
NO		al sheet(s) same size as s needed for answers :		Civilie A. Van	<u>:6</u>
STA	TE OF NEVADA	)	•	Affiant's (your) Signat	ints
CO	UNTY OF CLARK	) ss: )			
	CISILIE A	ANNE VALLE	E Infint or type you	r name), being first duly sworn, dep	oses and says: Af-
fian kno	t has read the force wledge.	oing statement and ki	nows the contents thereof	that the same is true and complete	of Affiant's own
~	micago.			Civilie A. Ve	sile_
ຣບາ	BSCRIBED AND SY	WORN to before me	this S	Affiant's (your) Signal	lure

20 day of September

NOTAR Matte Micabanielson County and State dommerfullmektin

dommerfullmektie

ID=2314714

	1. ADDITIONAL ADDRESSES THAT KAIA AND KAHILLA
سنيمي وه محمد سنست سيب د رده	VAILE HAVE LIVED AT FOR THE PAST FIVE YEARS:
	PERIOD OF RESIDENCE ADDRESS PERSON CHILD RELATIONSHIP  1.196 to 7.31.97 HERNON, VIRGINIA R. SCOTLUND VAILE HOTHER  2446 NT. HOLYCKERD CISILIE VAILE HOTHER  2446 NT. HOLYCKERD CISILIE VAILE HOTHER  245 to 8.30.96 COLUMBUS: OHIO R. SCOTLUND VAILE FATHER  FATHER
	Manyel Allkanderson 20 Sept. 00
	Margot Alexandersen    Walle A Vaile
	•

# ORIGINA

1

2 3

4

5 6

7 8

9

10 11

12

13 14

15

16

17

18

19 20

21

22

23 24

25

26

27 28

LAWOFFICE OF 3551 East Bonanza Road Suite 101

MARSHAL S. WILLICK, P.C. /egas, NV 89110-2198 (702) 438-4100

## IN THE SUPREME COURT OF THE STATE OF NEVADA

CISILIE A. VAILE,

Petitioner,

vs.

EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK, FAMILY LAW DIVISION, THE HONORABLE CYNTHIA DIANE STEÉL, DISTRICT JUDGE, Respondent,

R, SCOTLUND VAILE, Real Party in Interest

S.C. Docket No. <u>36969</u>

D.C. Case No.

D230385

## APPENDIX TO APPELLANT'S **EMERGENCY PETITION FOR WRIT OF MANDAMUS** AND WRIT OF PROHIBITION VOLUME 2

MARSHAL S. WILLICK, ESQ. Attorney for Appellant Nevada Bar No. 002515 3551 East Bonanza Road Suite 101 Las Vegas, Nevada 89110-2198 (702) 438-4100

JOSEPH F. DEMPSEY, ESQ. Attorney for Respondent Nevada Bar No. 004585 520 South Fourth Street Suite 360 Las Vegas, Nevada 89101 (702) 388-1216



(702) 438-4100

EXTP
LAW OFFICE OF MARSHAL S. WILLICK, P.C. MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3551 E. Bonanza Road, Suite 101
Las Vegas, NV 89110-2198
(702) 438-4100
Attorney for Defendant



### DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,

Plaintiff,

VS.

CISILIE A. VAILE.

Defendant.

CASE NO: D230385

DEPT NO: C

DATE OF HEARING: TIME OF HEARING:

# EX PARTE APPLICATION FOR ORDER SHORTENING TIME

The Law Office of Marshal S. Willick, P.C., pursuant to EDCR 2.26, hereby files an Ex Parte Application for an Order Shortening Time, wherein he requests that this Court expedite the time in which to hear matters pertaining to MOTION FOR IMMEDIATE RETURN OF INTERNATIONALLY ABDUCTED CHILDREN AND MOTION TO SET ASIDE FRAUDULENTLY OBTAINED DIVORCE, OR IN THE ALTERNATIVE, SET ASIDE ORDERS ENTERED ON APRIL 12, 2000, AND REHEAR THE MATTER, AND FOR ATTORNEY'S FEES AND COSTS currently on file.

LAWOFFICE OF RSHALS WILLICK P.C.

/egas, NV 89110-2198 47021 438-4100 This application is based upon the pleadings and papers on file herein, and the affidavit of Robert Cerceo, Esq., attached hereto.

DATED this 21 day of September, 2000.

LAW OFFICE OF MARSHAL S. WILLICK, P. C.

MARSHAL S. WILLICK, ESQ. Nevada Bar No. 002515 ROBERT CERCEO, ESQ. Nevada Bar No. 005247 3551 E. Bonanza Road, Suite 101 Las Vegas, Nevada 89110-2198 (702) 438-4100 Attornevs for the Defendant

#### AFFIDAVIT OF ROBERT CERCEO. ESQ.

STATE OF NEVADA ) ss: COUNTY OF CLARK )

- 1. I am an attorney duly licensed to practice law in the State of Nevada, and I am employed by the attorney of record, the LAW OFFICE OF MARSHAL S. WILLICK, P.C., for the Defendant, Cisilie Anne Vaile ("Cisilie"), in the matter entitled R. Scotlund Vaile v. Cisilie A. Vaile, D230385.
- 2. I believe it to be important that this Court shorten the time in which to hear the Motion currently on file, as the Hague Convention requires a hearing as soon as possible for wrongful removal of children habitually residing in a foreign country, in this case Norway.

Additionally, we are concerned that the father will take flight with the children and given time, we expect that he will take full advantage to further conceal the children.

3. Therefore, we request that the Court set the matter on calendar as soon as possible so that this matter can be resolved as quickly as possible.

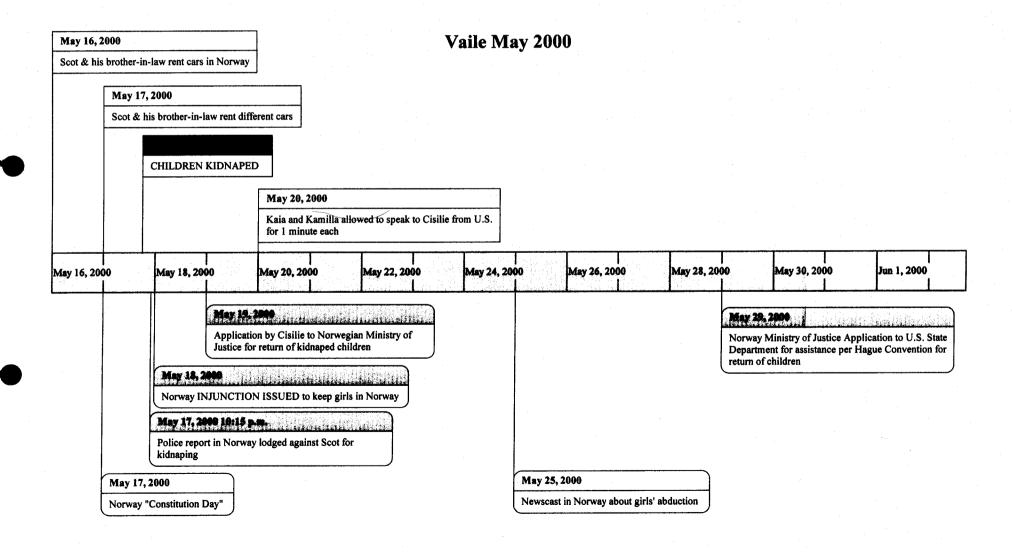
1	4. Based on the above, I am of the opin	ion that the matter set for hearing scheduled for
2	, 2000, at: p.m. should l	be heard at the Court's soonest available date.
3		
4		aled Cureo
5	Nevac	ERT CERCEO ESQ. da Bar No. 005247
6	3551 Las V	E. Bonanza Road, Suite 101 'egas, Nevada 89110
7	(702) Attori	Yegas, Nevada 89110 438-4100 ney for Defendant
8		· · · · · · · · · · · · · · · · · · ·
9		
10	SIGNED AND SWORN to before me this Liday of September, 2000.	Notary Public-State Of Nevada
11		County Of Clark LEONARD H. FOWLER III
12	MOTARY PUBLIC in and for	My Appointment Expires No: 97-0657-1 Fabruary 11, 2001
13	Said County and State	
14	ODMA.WORLDON'P WPS:WAILE:FF0255 WPD	
15		
16		
17		
18		
19	·	
20		
21		
22		
23		
24		
25		
26		
27		
28		

-3-

LAWCFFICE CF PARSHAL S WILLICK P C 13551 East Bonarda Road Suse 101 Las Vegas NV 591:0-2198 (702) 438-4100 EX 3

FILED SUPP 1 LAW OFFICE OF MARSHAL S. WILLICK, P.C. MARSHAL S. WILLICK, ESQ. 2 SEP 25 3 47 PH '00 Shine & Pangine CLERK Nevada Bar No. 002515 3 3551 E. Bonanza Road, Suite 101 Las Vegas, NV 89110-2198 (702) 438-4100 4 Attorneys for Plaintiff 5 6 7 DISTRICT COURT **FAMILY DIVISION** 8 CLARK COUNTY, NEVADA 9 10 R. SCOTLUND VAILE, CASE NO: D 230385 DEPT NO: G 11 Plaintiff. 12 VS. 13 CISILIE A VAILE, DATE OF HEARING: 10/13/00 TIME OF HEARING: 10:30 a.m. 14 Defendant. 15 16 SUPPLEMENTAL EXHIBITS 17 Defendant, CISILIE A. VAILE ("Cisilie"), by and through her attorneys, the LAW OFFICE OF 18 MARSHAL S. WILLICK, P.C., submits the following supplemental exhibits: 19 AA. Time line for June 1998 to Aug. 1998 20 BB. Time line for Jan. 2000 to May 1, 2000. 21 CC. Time line for May 2000. 22 DD. "Answer to District Court" from Norway attorney, Eisabeth Hagen. This is on file 23 with this court, and included for convenience only. 24 25 26 27 28

LAWCFFICE OF MARSHAL S WILLICK P.C. 3551 East Bonanza Road Suite 101 Las Vegas: NV 99110-2198



#### Mar 24, 2000 Cisilie's RESPONSE (Answer) through Norway attorney (Hagen) faxed to LV court 12/20/1999 to 01/17/00: Scot and Cisilie attend mediation re: custody Letter from Angela Root, refusing and returning Cisilie's Answer in Norway through court mediation program Court hears/grants Scot's L.V. Motion, stating NO RESPONSE from Cisilie Feb 18, 2000 L.V. Court Clerk files Cisilie's Response to Scot's Motion Scot's L.V. Motion for physical custody of children; no mention of ongoing Norway proceedings L.V. Order filed Apr 10, 2000 Apr 20, 2000 Apr 1, 2000 Mar 20, 2000 Mar 1, 2000 May 1, 2000 May 10, 2000 Feb 20, 2000 Mar 10, 2000 Feb 10, 2000 Apr 28, 2000 Apr ??, 2000 Scot's Norway request for more time to respond Scot rents a special room in Oslo to facilitate kidnap Apr 17, 2000 Norway Order requiring Scot to respond

Cisilie's petition to Norway court for temporary custody

Mar 24, 2000

Vaile Jan 2000 to May 1, 2000

Anne Gathrine Vor MNA
Advokat
Elisabeth Hagen MNA

#### **ANSWER**

TO .

#### DISTRICT COURT, CLARK COUNTY, NEVADA

Plaintiff: R. Scotlund Vaile

Defendant: Cisilie A. Vaile

Case: No. D 230385

Dept. No. G.

Defendant Cisilie A. Vaile has now received R. Scotlund Vailes motion.

Defendant Cisilie A. Vaile denies that the motion is in the jurisdiction of District Court Family Division, Clark County, Nevada on the grounds that neither the plaintiff nor the defendant or the children have ever resided or have had domicil in Clark County, Nevada.

From 2nd August 1997 until July/August 1998 both parties and the children were living together in London, England.

Since mid July 1998 defendant and the children have had residence according to agreement between plaintiff and defendant in Gøteborggaten 1, 0566 Oslo, Norway.

Correct jurisdiction in this matter must be the Court of Oslo, Norway. According to this jurisdiction defendant Cisilie Anne Vaile has filed a motion to the court of Oslo, Norway. Plaintiff R. Scotlund Vailes Norwegian lawyer Elsbeth Bergsland is sendt a copy of this motion.

In the light of the above the plaintiff R. Scotlund Vailes motion must be dismissed from the District Court, Clark County, Nevada.

Drammen, 24th March, 2000 s

Elisabeth Hagen lawyer

28

LAWOFFICE OF PARSHAL S WILLICK P.C. 3551 East Bonanza Road Suss 101

EE. Responsive letter from Angela Root on "correspondence" from Ms. Hagen.

DATED this 25 day of September 2000.

LAW OFFICE OF MARSHAL S. WILLICK, P.C.

MARSHAL S. WILLICK, ESQ. Nevada Bar No. 002515 ROBERT CERCEO, ESQ. Nevada Bar No. 005247 3551 East Bonanza, Suite 101 Las Vegas, Nevada 89110 (702) 438-4100 Attorneys for Defendant

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that service of the foregoing SUPPLEMENTAL EXHIBIT was made this 25 day of September, 2000, pursuant to EDCR 7.26(a), via facsimile to (702) 388-2514 as follows:

JOSEPH F. DEMPSEY, ESQ. Dempsey, Roberts & Smith, Ltd. 520 South Fourth Street Las Vegas, NV 89101 Attorney for Plaintiff

An employee for the

LAW OFFICE OF MARSHAL S. WILLICK, P. C.

ODMA/WORLDOX'P \WP\$\VAILE\FF0265 WPD

# Vaile Jun. 1998 to Aug

Scot takes Cisilie to see his lawyer; the sign Scot's separation & custody "Agra Scot tells Cisilie he wants a divorce to marry LA girlfriend

Scot leaves London for Las Vegas

Cisilie and girls move to Norway

Scot in L.V., signs divorce

Scot in L.V., signs divorce

London Court issues restraining order & confiscates all Vaile passports

Restraining Order rescinded; Scot given his passport; Cisilie given hers & girls' with permission to leave to Oslo

Norway issues Residen. Cisilie and Girls



# EIGHTH JUDICIAL DISTRICT COURT FAMILY DIVISION

FAMILY COURTS & SERVICES CENTER
601 North Peces Road
LAS VEGAS, NEVADA 89101-2408

Department G (702) 455-6940 FACSIMULE (702) 455-5950

CYNTHIA DIANNE STEEL
PRESIDING DISTRICT JUDGE

March 24, 2000

Elisabeth Hagen, Esq. Fax 32 89 42 05

Re:

Vaile vs. Vaile

Case No:

D 230385

Dear Ms. Hagen:

This office has received your correspondence in the above-referenced matter. Pursuant to Judge Steel's policy, unless there is a specific request from the Court to the attorneys, litigants, doctors, or psychologists, for further information, all other correspondence will be considered to be ex-parte communication and must be returned to the author of such communication without presentation to the Judge.

All matters sought to be brought to the attention of the Court must be done via properly filed motions and served upon all interested parties.

Angela Root

Judicial Executive Assistant

AR

Enc.: as stated above cc: James E. Smith, Esq.

OST
LAW OFFICE OF MARSHAL S. WILLICK, P.C.
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3551 E. Bonanza Road, Suite 101
Las Vegas, NV 89110-2198
(702) 438-4100
Attorney for Defendant

FILED

SEP 26 10 06 AH '00

CLERK

### DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,

Plaintiff.

VS.

CISILIE A. VAILE,

Defendant.

CASE NO: D230385

DEPT NO: G

DATE OF HEARING:

TIME OF HEARING:

# ORDER SHORTENING TIME

Upon consideration by the Court of the Ex Parte Application for an Order Shortening

Time and upon reviewing Affidavit of Defendant's Counsel and for good cause and
justification shown,

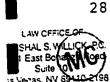
IT IS HEREBY ORDERED that the Ex Parte Application for Order Shortening

Time is hereby granted, in order for this Court to justly and expeditiously rule on the

MOTION FOR IMMEDIATE RETURN OF INTERNATIONALLY ABDUCTED CHILDREN

AND MOTION TO SET ASIDE FRAUDULENTLY OBTAINED DIVORCE, OR IN THE

ALTERNATIVE, SET ASIDE ORDERS ENTERED ON APRIL 12, 2000, AND REHEAR THE



27

1		12th
2	MATTER, AND FOR ATTORNEY'S FEES	AND COSTS currently set for the day of
3	(2000, 2000, at 10: 30 Am.	
4	IT IS FURTHER ORDERED tha	at the time is now shortened for the matter to be
5	heard on the 39 day of 52	_ at the hour of <u>9</u> :00 clock <u>A</u> .m.,, or as soor
6	thereafter as counsel may be heard in <b>Dep</b>	
7		
8	DATED this day of	, 2000.
9		CYNTHIA DIANNE STEEL
10		DISTRICT COURT JUDGE
11		DISTRICT COOK! JUDGE
12	Cub-wined Day	
13	Submitted By:	
14		
15	Cabel Cerses	
16	MARSHAL S. WILLICK, ESQ. Nevada Bar # 2515	
17	Robert Cerceo, Esq.	
18	Nevada Bar #5247 3551 E. Bonanza Rd., Ste. 101	
	Las Vegas, NV 89110-2198	
19	702-438-4100 Attorneys for Defendant	
20		
21	ODMA WORLDOX P WPS:WAILE:FF0256 WPD	
22		
23		
24		
25		

NOE 1 FILED LAW OFFICE OF MARSHAL S. WILLICK, P.C. MARSHAL S. WILLICK, ESQ. 2 Nevada Bar No. 002515 SEP 26 2 32 50 3551 E. Bonanza Road, Suite 101 3 Las Vegas, NV 89110-2198 4 (702) 438-4100 Attorney for Defendant 5 6 **DISTRICT COURT FAMILY DIVISION** 7 CLARK COUNTY, NEVADA 8 R. SCOTLUND VAILE, CASE NO: D230385 DEPT NO: G 9 Plaintiff, 10 VS. 11 DATE OF HEARING: 9/29/00 CISILIE A. VAILE, TIME OF HEARING: 9:00 AM 12 Defendant. 13 NOTICE OF ENTRY OF ORDER 14 15 TO: CISILIE A. VAILE, Defendant, TO: R. SCOTLUND VAILE, Plaintiff, and 16 17 TO: JOSEPH F. DEMPSEY, ESQ., Plaintiff's attorney: 18 YOU AND EACH OF YOU will please take notice that an ORDER OF 19 JUDGMENT RE: MOTION FOR IMMEDIATE RETURN OF INTERNATIONALLY 20 ABDUCTED CHILDREN AND MOTION TO SET ASIDE FRAUDULENTLY 21 OBTAINED DIVORCE, OR IN THE ALTERNATIVE, SET ASIDE ORDERS ENTERED 22 ON APRIL 12, 2000, AND REHEAR THE MATTER, AND FOR ATTORNEY'S FEES 23 \*\*\*\*\*\* 24 25 26 27 28

28

AND COSTS was duly entered in the above action on the 26<sup>th</sup> day of September, 2000, a copy of which is attached hereto.

DATED this 26th day of September, 2000.

Respectfully submitted, LAW OFFICE OF MARSHAL S. WILLICK, P. C.

MARSHAL S. WILLICK, ESC Nevada Bar No. 002515 ROBERT CERCEO, ESQ. Nevada Bar No. 005247 3551 E. Bonanza Rd., # 101 Las Vegas, NV 89110 Attorneys for Defendant

#### CERTIFICATE OF MAILING

I hereby certify that the foregoing NOTICE OF ENTRY OF ORDER and the ORDER was duly served by mailing a true and correct copy thereof, on the 26<sup>th</sup> day of September, 2000, via first class U.S. mail, postage prepaid, addressed as follows:

Joseph F. Dempsey, Esq. Dempsey, Roberts & Smith, Ltd. 520 South Fourth Street Las Vegas, NV 89101

Cisilie Anne Vaile Goteborggata 1 0566-OSLO Norway

An Employee of the\_

LAW OFFICE OF MARSHAL S. WILLICK, P.C.

ODMA:WORLDOX\P\WP\$\VAILE\FF0257.WPD

OST
LAW OFFICE OF MARSHAL S. WILLICK, P.C.
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3551 E. Bonanza Road, Suite 101
Las Vegas, NV 89110-2198
(121) 120-4100
Attorney for Defendant

FUED

SEP 26 10 06 AH '00

CLERK

# DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,

Plaintiff.

VS.

CISILIE A. VAILE.

Defendant.

CASE NO: D230385

DEPT NO: G

DATE OF

HEARING:

TIME OF HEARING:

# ORDER SHORTENING TIME

Upon consideration by the Court of the Ex Parte Application for an Order Shortening

Time and upon reviewing Affidavit of Defendant's Counsel and for good cause and
justification shown,

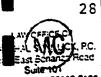
IT IS HEREBY ORDERED that the Ex Parte Application for Order Shortening

Time is hereby granted, in order for this Court to justly and expeditiously rule on the

MOTION FOR IMMEDIATE RETURN OF INTERNATIONALLY ABDUCTED CHILDREN

AND MOTION TO SET ASIDE FRAUDULENTLY OBTAINED DIVORCE, OR IN THE

ALTERNATIVE, SET ASIDE ORDERS ENTERED ON APRIL 12, 2000, AND REHEAR THE



1		13th
2	MATTER, AND FOR ATTORNEY'S FEES	AND COSTS currently set for the day of
3	OCTOOCI, 2000, at 10:35 A.m.	
4	IT IS FURTHER ORDERED that	the time is now shortened for the matter to be
5	heard on the Stage of Sant.	at the hour of $\underline{9'_i}$ o'clock $\underline{A}$ .m.,, or as soon
6	thereafter as counsel may be heard in Depa	
7		
8	DATED this day of	, 2000.
9		EYNTHIA DIAMME OF EEL!
10		DISTRICT COURT JUDGE
11		
12	Submitted By:	
13		
14		
15	MARSHAL S. WILLION TSO	
16	MARSHAL S. WILLICK, ESQ. Nevada Bar # 2515	
17	Robert Cerceo, Esq. Nevada Bar #5247	
18	3551 E. Bonanza Rd., Ste. 101	
19	Las Vegas, NV 89110-2198 702-438-4100	
20	Attorneys for Defendant	
21	ODMA WORLDON'P WPSWAILE FF0256 WPD	
22	South Wileson Wilson State Control of the Control o	
23		
24		
25		
26		
27		
- '		

EX 5

\_\_\_\_\_\_\_

EX 6

SE NO	D230	385
DEPT. NO.	G	DOCKET NO.

FILED

SEP 28 10 01 AM '00

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK

DECLARATION UNDER UNIFORM CHILD

CUSTODY JURISDICTION ACT (NRS 125A.120)

SCOTLUND VAILE <u>--</u> vs--ISILIE ANNE

1. There is/are\_ \_ child(ren) of the parties subject to this proceeding. The name, place of birth, birthdate and sex of each child, the present address, periods of residence and places where each child has lived within the last five (5) years, and the name(s), present address and relationship to the child of each person with whom the child has lived during that time are:

Child's Name		Place of Bir	th	Birthdate		Sex
A KAIA LOUISE	E VAILE	COLUMB	US, OHIO	MAY 30TH, 19	391	F
Period of Residence	Address		Person Child Live (Name and Currer		Relatio	onship
	UNKNOWA		R. SCOTLUN	IQ VAILE	FAT	HER
7.10.98 10 5.17.00	GATEBORG	GATA 1 NORWAY	CISILIE A	,	MOT	HER
7.10.98 to 7.10.95	WELLINGTO	N READ VIILAND	CISILIE A	· VAILE	HOT	HER EHTHER
Child's Name		Place of Bir	th	Birthdate		Sex F
B KAMILLA JAN	IE VAILE	WESTER	VILLE, OHIO	FEB. 131", 19	95	
Period of Residence	Address		Person Child Live (Name and Curren	d With	Relatio	onship
5.18. Coto present	UNKNOWN	TEXAS	R. SCOTLL	NOVALLE	FA7	HER
7.10,98,05.17.0	GOTFBUR	ESCIATA 1	CADDRESS:		HO	HER
	WELLINGTO	CN ROAD	CISILIF A	VAILE	HOTA	IER Father

NOTE: Attach information about additional children or additional information on children listed above on attached sheet(s). Attached sheet(s) MUST be same size as this form.

Civilie A-Vaile

<u></u>	you circled (have') above, please only the following information about the other proceeding(s).		
. 1	a. Name of each child involved: KAA AND KAMILLA VAILE		
/	b. Your role in other proceeding(s): PETITIONER		
,	c. Court, state and case number of other proceeding(s): OSLO, NORWAY, 00-03031 A/66		
	d. Date of court order or judgment in other proceeding(s): PENDING RETURN OF CHILDREN		
3.	I have have not (circle one) information of any custody proceeding pending in a court of this or any other state concerning a child involved in this proceeding other than that set out in Item 2 above.		
	If you circled "have" above, please supply the following information about the other proceeding(s).		
	a. Name of each child involved: KAIA AND KAMILLA VAILE		
	h Your sale in other proceeding(s): DEFENDENT		
	c. Court, state and case number of ther proceeding(s): THE STATE OF NEVADA, D230385		
	d. Date of court order or judgment in other proceeding(s): MARCH 29, 2000.		
4.	I do do not) circle one) know of any person not a party to this proceeding who has physical custody or claims to have custody or visitation rights with respect to any child subject to this proceeding.		
	If you circled "do" above, please supply the following information and check appropriate lines:		
	a. Name and address of person(s):		
	Person named has physical custody of: (name of child)		
	Person named claims custody rights as to: (name of child)		
	Person named claims visitation rights with: (name of child)		
NO	ote: Attach additional sheet(s) same size as this form if more room is needed for answers above.  Civile A. Vaile		
	Assiant's (your) Signature		
	ATE OF NEVADA ) ) ss:		
CC	OUNTY OF CLARK )		
ſia	CISILIE ANNE VAILE (print or type your name), being first duly sworn, deposes and says: Af- nt has read the foregoing statement and knows the contents thereof; that the same is true and complete of Affiant's own		
KII	owledge. Cipilie A. Vaile		
	Affiant's (your) Signature		
SU	DBSCRIBED AND SWORN to before me this		
۵	20 day of September 19 2000		
)	Marte Voie Danielsen  OTARYNEAMS Muica Danielsen County and State  Marte Voie Danielsen  dommerfullmektig		
	dommerfullmektig		

# ADDITIONAL ADDRESSES THAT KAIN AND KAHILLA VAILE HAVE LIVED AT FOR THE PAST FIVE YEARS: PERIOD OF PERSON CHILD RELATIONSHIP ADDRESS RESIDENCE LIVED WITH CISILIE VAILE R. SCOTLUND VAILE HUTHER FATHER 621 SPRING STREET 9 1.96 to 7.3197 HERNOON VIRGINIA MOTHER FATHER 2014 YT. HCLYCKE RD CISILIE VAILE JUN= 95 to 8.30.96 COLUMBUS, CHIO R. SCOTLUUD VA AFFIANTS SIGNATURE

EX 7

LAWOFFICE OF MARSHAL S WILLICK P C 255° East Bonanca Road Suse 101 Las Vegas, NV 89110-2198 (702) 438-4100 ORDR
LAW OFFICE OF MARSHAL S. WILLICK, P.C.
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3551 E. Bonanza Road, Suite 101
Las Vegas, NV 89110-2198
(702) 438-4100
Attorney for Defendant

FILED

SEP 29 10 42 AM '00

CLERK

## DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,

Plaintiff.

vs.

CISILIE A. VAILE.

Defendant.

CASE NO: D230385

DEPT. NO: G

DATE OF HEARING: 9/29/00 TIME OF HEARING: 9:00 a.m.

## ORDER FROM HEARING

This matter came for hearing before the Honorable Cynthia Dianne Steel, on September 29, 2000, at 9:00 a.m. Defendant, Cisilie A. Vaile ("Cisilie"), was represented by the LAW OFFICE OF MARSHAL S. WILLICK, P.C. Plaintiff, R. Scotlund Vaile ("Scot"), was not present, but was represented by Joseph F. Dempsey, Esq., of DEMPSEY, ROBERTS & SMITH. Based upon the arguments of the parties and upon all of the papers and pleadings on file herein,

IT IS HEREBY ORDERED that Scot is to immediately relinquish physical custody of the minor children, Kaia Louise Vaile, born May 30, 1991, and Kamilla Jane Vaile, born February 13, 1995, to the care, custody, and control of this Court until a final determination is made.

IT IS FURTHER ORDERED that any and all law enforcement personnel of Nevada or any other jurisdiction, including the Nevada Attorney General's office, are hereby authorized and directed to assist this Court in obtaining physical custody of the minor children. Any and all

corresponding agencies and officers of other state and counties are asked to respect this Order until a final order after hearing is issued by this Court.

IT IS FURTHER ORDERED that upon retrieval of the minor children, they shall be immediately turned over to Child Haven. Upon securing the children in their physical custody, Child Haven shall immediately advise this Court by telephone call to chambers.

IT IS FURTHER ORDERED that once the children are in Child Haven's care, they are to be immediately interviewed by the Family Mediation Center to determine their physical, mental, and emotional state.

IT IS FURTHER ORDERED that both Cisilie and Scot may visit with the children under the supervised visitation guidelines of Child Haven. The children are not to be left alone with either parent pending further order of this Court.

IT IS FURTHER ORDERED that once the children have been safely placed into the Court's custody, the Court will advise both counsel of a hearing in as little time as possible for a hearing to determine whether this Court ever had subject matter jurisdiction to issue a Decree of Divorce. If the Court determines that it never had subject matter jurisdiction, no further hearings should be necessary; if the Court determines that it did have jurisdiction, then the court would entertain the 60(b) motion relating to the last order entered, as to appropriate physical custody, taking into consideration the now two-year-old Decree and the document it incorporated.

\*\*\*\*\*

\*\*\*\*\*

26 \*\*\*\*\*

. . .

28
LAWOFFICE OF
MARSHAL S WILLION PO
1551 Eur Birrarus Roos
Sue 101

granted, Mr. Willick may prepare the Order without counter-signature and deliver it to the Court for 1 2 signature directly. DATED this 29 day of September 29, 2000. 3 4 CYNTHIA DIANNE STEEL 5 DISTRICT COURT JUDGE 6 Submitted by: LAW OFFICE OF MARSHAL S. WILLICK, P.C. 7 8 9 Nevada Bar No. 002515 10 ROBERT CERCEO, ESQ. Nevada Bar No. 005247 11 3551 E. Bonanza Rd., Suite 101 Las Vegas, Nevada 89110 12 (702) 438-4100 Attorneys for Defendant 13 14 ODMA:WORLDOXP \WP\$:VAILEMSW2254 WPD 15 16 17 18 19 20 21 22 23 24 25 26 27 28

-3-

LAWOFFICE OF MARSHAL S WILLICK P.C. 1551 ELS BOTATES ROSS Suite 101 L. 1123 NV 89110-2198

EX 8

# FILE GUYY

1

ORDR
LAW OFFICE OF MARSHAL S. WILLICK, P.C.
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3551 E. Bonanza Road, Suite 101
Las Vegas, NV 89110-2198
(702) 438-4100
Attorney for Defendant

FILED

SEP 29 5 18 PM 'W

CLERK

# DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,

Plaintiff,

VS.

CISILIE A. VAILE.

Defendant.

CASE NO: D230385

DEPT. NO: G

DATE OF HEARING: 9/29/00 TIME OF HEARING: 9:00 a.m.

### **ORDER**

This matter came for hearing before the Honorable Cynthia Dianne Steel, on September 29, 2000, at 9:00 a.m. Defendant, Cisilie A. Vaile ("Cisilie"), was represented by the LAW OFFICE OF MARSHAL S. WILLICK, P.C. Plaintiff, R. Scotlund Vaile ("Scot"), was not present, but was represented by Joseph F. Dempsey, Esq., of DEMPSEY, ROBERTS & SMITH. Based upon the arguments of the parties and upon all of the papers and pleadings on file herein,

IT IS HEREBY ORDERED that upon notice that the State of Texas would not pick up the minor children, Kaia Louise Vaile, born May 30, 1991, and Kamilla Jane Vaile, born February 13, 1995, pursuant to this Court's earlier Order, unless someone was appointed to take custody of them for the purpose of transporting them into state custody. Accordingly, this Court designates Mike Gregory, Esq., Robert Cerceo, Esq., or any employee of Nevada Child Protective Services as the individual who may pick up the children from the law enforcement or Child Protective Service

LAW OFFICE OF RSHAL S WILLICK, P.C. 51 East Bonanza Road

Sude 101 Vegas, NV 89110-2198 agents in Texas in accordance with this Court's earlier order of this date, which individual shall be charged with taking responsibility of the children which are to be transported and held in state care (Clark County Family and Youth Services' Child Haven facility, 701 North Pecos Road, Las Vegas, NV 89101, (702) 455-5390) pending further order of court.

DATED this <u>29</u><sup>th</sup> day of September 29, 2000.

# CYNTHIA DIANNE STEEL

DISTRICT COURT JUDGE

Submitted by:

LAW OFFICE OF MARSHAL S. WILLICK, P.C.

MARSHAL S. WILLICK, ESQ.

Nevada Bar No. 002515

ROBERT CERCEO, ESQ. Nevada Bar No. 005247

3551 E. Bonanza Rd., Suite 101

Las Vegas, Nevada 89110

(702) 438-4100

Attorneys for Defendant

ODMA/WORLDOMP WPS VAILE BOB0302 WPD

PAGE: 001

MINUTTS DATE: 03/29/00

# TIC COURT MINUTES

8-D-230385-D Vaile, R S

vs Vaile, Cisilie A

03/29/00 09:30 AM 00 PLTF'S MOTION FOR ORDER DIRECTING DEFT TO APPEAR AND SHOW CAUSE RE: CONTEMPT

HEARD BY: CYNTHIA D STEEL, Judge; Dept. G

OFFICERS: DONNA McGINNIS, Court Clerk

PARTIES: 001 P1 Vaile, R S

004585 Dempsey, Joseph F.

Y Y

There being no opposition COURT ORDERED PLAINTIFF'S MOTION GRANTED IN FULL.

09/29/00 09:00 AM 00 DEFT'S MOTION FOR RETURN OF CHILDREN

HEARD BY: CYNTHIA D STEEL, Judge; Dept. G

OFFICERS: ALICE LAIZURE, Relief Clerk

PARTIES: 001 Pl Vaile, R S

004585 Dempsey, Joseph F.

Y

N

N

002 D1 Vaile, Cisilie A 002515 Willick, Marshal S. 005247 Cerceo, Robert

Y Y

Mr. Dempsey stated he did not receive notice of today's hearing and is unprepared to proceed. COURT STATED it wishes to proceed in the matter. COURT FINDS, it needs to ascertain whether or not the Decree is accurate, and if it needs to be set aside. The Court will need to set a Residency Hearing to determine whether Plaintiff had residency at the time he filed the Decree. Parties stipulated to Nevada, and now a year later Defendant is claiming she did it under duress. If Plaintiff can not prove residency, then this Court does not have jurisdiction over these parties at all. Mr. Willick stated his concerns that the Court needs to act immediately because the children are located in Pilot Point, TX, a small RV stop north of Dallas close to the Mexico border, and the Mexico entry point near Pilot Point does not require passports. Mr. Willick requested the Court return the children here to Las Vegas.

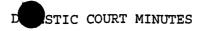
COURT ORDERED, a PICK UP ORDER is to issue, and the Courts and law enforcement agencies of Texas are asked to pick up the children for them to be returned to the State of Nevada and placed in this Court's custody. Upon return to Las Vegas the children are to be placed in Child Haven, and immediately upon receiving the children, Child Haven is to call this Court's chambers to set up an immediate FMC Interview for the girls and to schedule a court hearing. All other matters will be deferred until return on jurisdictional matters. The Court will notify counsel of the children's return and the next hearing date and time. Mr. Willick will prepare the pick up Order.

INT DATE: 10/05/00 PAGE: 001 MINUTES DATE: 09/29/00

# EX 10

PAGE: 002

MINUTS DATE: 10/02/00



-D-230385-D Vaile, R S vs Vaile, Cisilie A

CONTINUED FROM PAGE: 001

Υ.

Y

10/02/00 03:00 PM 00 TELEPHONE CONFERENCE

HEARD BY: CYNTHIA D STEEL, Judge; Dept. G

OFFICERS: DONNA McGINNIS, Court Clerk

PARTIES: 001 P1 Vaile, R S

004585 Dempsey, Joseph F.

N 002 D1 Vaile, Cisilie A

Y 002515 Willick, Marshal S. 005603 Cercos, Theodore R. Y

Colloquy between Court and counsel. Arguments. COURT ORDERED, due to allegations against Dad the Court is adopting his suggestion that he post a Bond on the title to his farm valued at \$300,000.00. The Court will hold any and all original passports on the kids. Mom is on her way to Nevada from Morway. Children are to be released from Child Haven under the guardianship of Grandmother, as soon as Dad secures the bond. Dad can be with the children at grandmothers. Mom to find an LDS Family upon her arrival that can supervise her visitation with the children. The Court will revisit the issue of visitation when Mom comes to town.

Peturn for Opposing Counsel'a Signature Pursuant to Judge Steel's instructions.

PAGE: 002

MINUTES DATE: 10/02/00

RINT DATE: 10/05/00

EX 11

FILED **NEOJ** 1 LAW OFFICE OF MARSHAL S. WILLICK, P.C. MARSHAL S. WILLICK, ESQ. 2 Oct 3 10 00 AM '00 CLERK Nevada Bar No. 002515 3551 E. Bonanza Road, Suite 101 3 Las Vegas, NV 89110-2198 (702) 438-4100 4 Attorney for Defendant 5 6 7 **DISTRICT COURT** FAMILY DIVISION 8 CLARK COUNTY, NEVADA 9 10 CASE NO: D230385 R. SCOTLUND VAILE, DEPT. NO: G 11 Plaintiff, 12 VS. 13 DATE OF HEARING: 09/29/00 CISILIE A. VAILE, TIME OF HEARING: 9:00 a.m. 14 Defendant. 15 16 NOTICE OF ENTRY OF ORDER FROM HEARING 17 PLEASE TAKE NOTICE that an Order From Hearing was duly entered on September 19 29, 2000, by filing with the Clerk, and the attached is a true and correct copy thereof. 19 DATED this 2 day of October, 2000. 20 LAW OFFICE OF MARSHAL S. WILLICK P.C. 21 22 23 Nevada Bar No. 002515 ROBERT CERCEO, ESQ. 24 Nevada Bar No. 005247 3551 East Bonanza Road, Suite 101 25 Las Vegas, Nevada 89110 Attorney for Defendant 26 27 28 "ODMA/WORLDON'P:\WP8\MICHELLE\MC0234.WPD

LAW OFFICE OF MARSHAL S. WILLICK, P.C. 3551 Elist Schanza Road Suite 101 as Vegas, NV 89110-2198 (702) 428-4100

LALVOFFICE OF RSHALS WILLION P.C.

25 JV 891:0-2:98

ORDR
LAW OFFICE OF MARSHAL S. WILLICK, P.C.
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3551 E. Bonanza Road, Suite 101
Las Vegas, NV 89110-2198
(702) 438-4100
Attorney for Defendant

FILES

SEP 29 10 42 AM '00

CLERK

# DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

R. SCOTLUND VAILE.

Plaintiff,

vs.

CISILIE A. VAILE.

Defendant.

CASE NO: D230385 DEPT. NO: G

DATE OF HEARING: 9/29/00 TIME OF HEARING: 9:00 a.m.

# ORDER FROM HEARING

This matter came for hearing before the Honorable Cynthia Dianne Steel, on September 29, 2000, at 9:00 a.m. Defendant, Cisilie A. Vaile ("Cisilie"), was represented by the LAW OFFICE OF MARSHAL S. WILLICK, P.C. Plaintiff, R. Scotlund Vaile ("Scot"), was not present, but was represented by Joseph F. Dempsey, Esq., of DEMPSEY, ROBERTS & SMITH. Based upon the arguments of the parties and upon all of the papers and pleadings on file herein.

IT IS HEREBY ORDERED that Scot is to immediately relinquish physical custody of the minor children. Kaia Louise Vaile, born May 30, 1991, and Kamilla Jane Vaile, born February 13, 1995, to the care, custody, and control of this Court until a final determination is made.

IT IS FURTHER ORDERED that any and all law enforcement personnel of Nevada or any other jurisdiction, including the Nevada Attorney General's office, are hereby authorized and directed to assist this Court in obtaining physical custody of the minor children. Any and all

corresponding agencies and officers of other state and counties are asked to respect this Order until a final order after hearing is issued by this Court.

IT IS FURTHER ORDERED that upon retrieval of the minor children, they shall be immediately turned over to Child Haven. Upon securing the children in their physical custody, Child Haven shall immediately advise this Court by telephone call to chambers.

IT IS FURTHER ORDERED that once the children are in Child Haven's care, they are to be immediately interviewed by the Family Mediation Center to determine their physical, mental, and emotional state.

IT IS FURTHER ORDERED that both Cisilie and Scot may visit with the children under the supervised visitation guidelines of Child Haven. The children are not to be left alone with either parent pending further order of this Court.

IT IS FURTHER ORDERED that once the children have been safely placed into the Court's custody, the Court will advise both counsel of a hearing in as little time as possible for a hearing to determine whether this Court ever had subject matter jurisdiction to issue a Decree of Divorce. If the Court determines that it never had subject matter jurisdiction, no further hearings should be necessary; if the Court determines that it did have jurisdiction, then the court would entertain the 60(b) motion relating to the last order entered, as to appropriate physical custody, taking into consideration the now two-year-old Decree and the document it incorporated.

IT IS FURTHER ORDERED that Mr. Dempsey is not to contact his client in advance of the pick-up pursuant to this Order, and that given the emergency nature of the relief requested and

\*\*\*\*\*

\*\*\*\*

28 \*\*\*

27

granted, Mr. Willick may prepare the Order without counter-signature and deliver it to the Court for 1 signature directly. 2 DATED this 29 day of September 29, 2000. 3 CYNTHIA DIANNE STEEL 4 5 DISTRICT COURT JUDGE 6 Submitted by: LAW OFFICE OF MARSHAL S. WILLICK, P.C. 7 8 ç Nevada Bar No. 002515 10 ROBERT CERCEO, ESQ. Nevada Bar No. 005247 11 3551 E. Bonanza Rd., Suite 101 Las Vegas, Nevada 89110 12 (702) 438 - 4100Attorneys for Defendant 13 COMA WORLDON'S WAS VAILENISWESS WAS 14 .:-18 : 3 20 22 23 24 25 26 27 28 LANVOFFICE OF WARSHAL S WILLICK PC

COS LAW OFFICE OF MARSHAL S. WILLICK, P.C. MARSHAL S. WILLICK, ESQ. Nevada Bar No. 002515 3551 E. Bonanza Road, Suite 101 Las Vegas, NV 89110-2198 (702) 438-4100 Attorney for Defendant

FILED

Oct 3 10 00 At '00 CIFRK

# DISTRICT COURT FAMILY DIVISION CLARK COUNTY, NEVADA

R. SCOTLUND VAILE,

Plaintiff,

VS.

CISILIE A. VAILE,

Defendant.

CASE NO: D230385

DEPT. NO. G

DATE OF HEARING: n/a TIME OF HEARING: n/a

## CERTIFICATE OF SERVICE

I hereby certify that service of the foregoing Order and Order From Hearing and Notice of Entry of Order and Notice of Entry of Order From Hearing was made on the 2nd day of October, 2000, pursuant to EDCR 7.26(a) via facsimile to (702) 388-2514 and my U.S. Mail addressed as follows:

> Joseph F. Dempsey, Esq. DEMPSEY, ROBERTS & SMITH, LTD. 520 S. Fourth Street, Suite 360 Las Vegas, NV 89101

An employee with The LAW OFFICE OF MARSHAL S. WILLICK, P.C.

::ODMA\WORLDO\YP\WP\\VAILE\MC0235.WPD

HALS WILLICK P.C East Schanza Read as, NV 89110-2198 23 256-100

HP LaserJet 3100	
Printer/Fax/Copier/Scanne	r

END CONFIRMATION REPORT for SHAL S. WILLICK Oct-2-00 16:49

[								
	doL	Start Time	Usage	Phone Number or ID	Туре	Pages	Mode	Status
	44	10/ 2 16:47	2'00"	702+388+2514	Send	9/ 9	EC144	Completed
		Total	2'00"	Dens. D	Pages Printed			

LAW OFFICE OF MARSHAL S. WILLICK, P.C.
3331 East Bouanta Road, Surte 101
Las Veda, Inv 69110 2104
proce 1702; 330-4100 - 1-ca 17021 430-5311
E-mail Duringer@adi.com

FAX TRANSMISSION COVER SHEET
DATE: 10/2/00TIME:
NUMBER OF PAGES, INCLUDING THIS COVER SHEET: G  TO: NAME A LONGRUE COMPANY MARCHET MORELLA STRUTE LE
FROM: MORPHELE,  LAW OFFICE OF MARSHAL S. WILLICK P.C.  3551 E. Bonnara Rd., Suite #101  Lay Vegas, NV. 89110
MESSAGE: Mile V Mails MESSAGE: CIT & SIV. L'E & CITE, L'E & CITE!  L'OM Haring
PLEASE CALL (702) 438-4100 IF YOU DO NOT RECEIVE ALL PAGES

CONFIDENTIALITY NOTE: The Annexes extremely 5th South's tremeled others debrished by an at LAN OFFICE OF MARSHALL WILLION, P.C., WHICH IS CONFIDENTIAL OF FLIVELECE. The affirmation of research to be for our of the advisorable of resting that on the tremeled on the formation of the affirmation of t

**SUPP** 1 FILED LAW OFFICE OF MARSHAL S. WILLICK, P.C. MARSHAL S. WILLICK, ESQ. 2 Nevada Bar No. 002515 OCT 5 10 10 AM '00 3551 E. Bonanza Road, Suite 101 3 Las Vegas, NV 89110-2198 Alaily & Parzina (702) 438-4100 4 Attorney for Defendant 5 6 7 DISTRICT COURT **FAMILY DIVISION** 8 CLARK COUNTY, NEVADA 9 10 R. SCOTLUND VAILE, CASE NO: D230385 DEPT NO: G 11 Plaintiff, 12 VS. 13 CISILIE ANNE VAILE, DATE OF HEARING: 10/11/00 TIME OF HEARING: 3:00 p.m. 14 Defendant. 15 16 SUPPLEMENT TO :17 MOTION FOR IMMEDIATE RETURN OF INTERNATIONALLY 18 ABDUCTED CHILDREN AND 19 MOTION TO SET ASIDE FRAUDULENTLY OBTAINED DIVORCE, 20 OR IN THE ALTERNATIVE, SET ASIDE ORDERS ENTERED ON APRIL 12, 2000, AND REHEAR THE MATTER, AND FOR 21 ATTORNEY'S FEES AND COSTS 22 23 CISILIE ANNE VAILE ("Cisilie), by and through her attorneys, the LAW OFFICE OF 24 MARSHAL S. WILLICK, P.C., submits as a supplement to her Motion filed on September 21, 2000, 25 and set for hearing \* \* \* \* \* \* \* \* 26 27 28 LAWOFFICE OF

MARSHALS WALLICK PC

egas, NV 89110-2198 (702) 438-4100

on October 11, 2000, with the Affidavit of Cisilie signed and notarized September 27, 2000.

DATED this 4<sup>th</sup> day of October, 2000.

LAW OFFICE OF MARSHAL S. WILLICK, P. C.

MARSHAL S. WILLICK, ESQ. Nevada Bar No. 002515 ROBERT CERCEO, ESQ. Nevada Bar No. 005247 3551 E. Bonanza Road, Suite 101 Las Vegas, Nevada 89110-2198 (702) 438-4100

# CERTIFICATE OF SERVICE

I hereby certify that I am an employee of LAW OFFICE OF MARSHAL S. WILLICK, P.C., and on the 4<sup>th</sup> day of October, 2000, service of a copy of the foregoing was sent via facsimile to (702) 388-2514 and addressed as follows:

JOSEPH F. DEMPSEY, ESQ. Dempsey, Roberts & Smith, Ltd. 520 South Fourth Street Las Vegas, Nevada 89101

An Employee of the Law Office of Marshal S. Willick, P.C.

ODMA/WORLDON'P \WPS\VAILE\FF0321.WPD

## **VERIFICATION**

) ss. )

CISILIE ANNE VAILE, first being duly sworn, deposes and says:

I am the Defendant in the above-entitled action; I have read the above and foregoing Motion for Immediate Return of Internationally Abducted Children and Motion to Set Aside Fraudulently Obtained Divorce, or in the Alternative, Set Aside Orders Entered on April 12, 2000, and Rehear the Matter, and for Attorney's Fees and Costs, and know the contents thereof. The same is true of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.

CISILIE ANNE VAILE

SUBSCRIBED and SWORN to before me

this distay of September, 20

NOTARY PUBLIC in and for

said County and State

Terje Reinholt Johansen

Byfogd

ODMA\WORLDON'P \WP\$\VAILE\FF0237.WPD

ROC 1 FILED LAW OFFICE OF MARSHAL S. WILLICK, P.C. 2 MARSHAL S. WILLICK, ESQ. Nevada Bar No. 002515 3551 E. Bonanza Road, Suite 101 3 Las Vegas, NV 89110-2198 Shilly & Paryime (702) 438-4100 4 Attorney for Defendant 5 6 7 **DISTRICT COURT FAMILY DIVISION** 8 CLARK COUNTY, NEVADA 9 10 CASE NO: D230385 R. SCOTLUND VAILE, DEPT. NO: G 11 Plaintiff, 12 VS. 13 DATE OF HEARING: N/A CISILIE A. VAILE, TIME OF HEARING: N/A 14 Defendant. 15 16 RECEIPT 17 RECEIPT OF SERVICE of the following documents is hereby acknowledged this The day 18 of October, 2000: 19 The Norway passport of Cisilia Anne Vaile. 1. 20 2. The Norway passport of Kamilla Jane Vaile. 21 The Norway passport of Kaia Louise Vaile. 3. 22 The U.S.A. passport of Kamilla Jane Vaile. 23 4. 5. The U.S.A. passport of Kaia Louise Vaile. 24 25 26 27 28 LAWOFFICE OF

RSHAL S. WILLICK, P.C. 51 East Bonarea Road Suite 101 Vegas, NV 89110-2198 (702) 438-4100

	ii
	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	13
	19
	20
	21
	22
	23
	24
	25
	26
	27
LAWOFFICE	28 F

Subs 101 Pagas, NV 89110-2198 (700) 403-4100 6. As of 6:00 p.m. October 7, 2000 Cisilie Vaile will be residing with a volunteer Mormon household in Las Vegas; they have agreed to supervise visits from the children. They are:

Miki Clark and Karin Stringham 824 Linn Lane Las Vegas, NV 89110 702-531-5443

DATED this 5 day of October, 2000.

Employee for Department G, Family Court

LAW OFFICE OF MARSHAL S. WILLICK P.C.

MARSHAL S. WILLICK, ESQ.

Nevada Bar No. 002515 ROBERT CERCEO, ESQ.

Nevada Bar No. 005247

3551 East Bonanza Road, Suite 101

Las Vegas, Nevada 89110 Attorneys for Defendant

ODMA WORLDON'P WPSWAILE:FF0320 WPD

FILED OPPS. 1 JOSEPH F. DEMPSEY, ESQ. 2 Nevada Bar No. 4585 Oct 9 3 11 PM '00 DEMPSEY, ROBERTS & SMITH, LTD. 3 Attorneys at Law Stein o Ragione 520 S. Fourth St., Suite 360 4 Las Vegas, Nevada 89101 5 (702) 388-1216 Attorney for Plaintiff 6 R. SCOTLUND VAILE 7 8 DISTRICT COURT 9 FAMILY DIVISION 10 CLARK COUNTY, NEVADA 11 R. SCOTLUND VAILE, CASE NO. : D 230385 Plaintiff, DEPT. NO. : G VS. CISILIE A. VAILE, Hearing date: 10-11-2000 Hearing time: 1:30 P.M. Defendant. 17 18 PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO SET ASIDE 19 **DECREE OF DIVORCE** 20 COMES NOW, Plaintiff R. SCOTLUND VAILE, by and through his attorney, 21 JOSEPH F. DEMPSEY, ESQ., of the law firm of DEMPSEY, ROBERTS & SMITH, LTD., 22 and files his Opposition to Defendant's Motion To Set Aside Decree of Divorce on grounds 23 that the Decree is void. 24 111 25 26 111 27 111 28

This Opposition is made and based upon the papers and pleadings on file herein, the exhibits attached hereto and submitted herewith, the Points and Authorities contained herein and any oral argument which may be adduced at the time of hearing.

DATED this 9th day of October, 2000.

Respectfully Submitted By:

OSEPH F. DEMPSEY, ESO

Nevada Bar No. 4585

DEMPSEY, ROBERTS & SMITH, LTD.

520 S. Fourth St., Suite 360 Las Vegas, Nevada 89101 Attorney for Plaintiff R. SCOTLUND VAILE

# **POINTS AND AUTHORITIES**

# 1. <u>Background</u>:

On September 21, 2000, Defendant, CISILIE A. VAILE (hereinafter "Cisilie"), through her attorney, filed a forty-four (44) page Motion styled as a Motion for Immediate Return of Internationally Abducted Children and Motion to Set Aside Fraudulently Obtained Divorce, Or In the Alternative, Set Aside Orders Entered on April 12, 2000, and Rehear The Matter. The Motion contains a barrage of allegations against Plaintiff, R. SCOTLUND VAILE (hereinafter, "Scotlund') and accuses Scotlund, his former attorney and his attorney's staff of perpetrating a fraud upon the Court and even suggests that Scotlund's resident witness should be prosecuted for perjury. Cisilie's Motion accuses everyone except Cisilie of committing some kind of transgression. In the process, Cisilie's counsel attempts to paint a

520 South Fourth Street, Suite 360 Las Vegas, Nevada 8910; (702) 388-1216 • Fax: (702) 388-2514 picture of Cisilie as some kind of hapless victim at the hands of everyone else and purports that

Cisilie was cohearsed into signing an agreement.

Cisilie's Motion is inaccurate to say the least. It is no surprise that her Motion is neither based on nor accompanied by an affidavit, sworn to under oath, as required under E.D.C.R. 5.26. Because the facts alleged in the Motion are so far off base, it is questionable whether Cisilie even read the Motion prior to it's filing. Additionally, Cisilie's Motion was filed in violation of E.D.C.R. 5.11. At no time prior to filing his Motion, did Cisilie's counsel ever contact the undersigned as required in an attempt to resolve the issues. Because the Court has been misinformed, Scotlund will set the record straight, as the truth in this case is quite simple.

Cisilie and Scotlund had discussed permanently moving their residence to Nevada while living in England, not because they wanted to get a divorce here, but because of the tax benefits relative to residing in Nevada. It was always understood by both Scotlund and Cisilie that Nevada was going to be their home.

During the course of the marriage, Cisilie asked Scotlund for a divorce on many occasions, but the parties always reconciled. However, in April 1998, Cisilie and Scotlund agreed that a divorce was going to happen. Cisilie and Scotlund each sought the independent advise of counsel to determine where they could file for the divorce, because England was not an option. The possibility of filing in Virginia was discussed, but Cisilie did not want to wait the six month separation period required under Virginia law. The possibility of Ohio was discussed, but again Cisilie would not agree to Ohio as the place of filing, because Scotlund's father is a licensed attorney in Ohio and Cisilie felt that she would not receive unbiased treatment in Ohio. Therefore, since the parties had intended to move their residence to

2

3

4

5

6

7

8

9

10

11

12

17

18

19

20

21

22

23

24

25

26

27

28

520 South Fourth Street, Suite 360 Las Vegas, Nevada 8910: (702) 388-1216 • Fax: (702) 388-2514

Nevada, it was agreed that Scotland would establish residency in Nevada and the parties would file for divorce here. Prior to May 12, 1998, Scotlund established residency in Nevada at 132 Scherer Street, Las Vegas, Nevada with the intent of permanently residing in the state.

Scotland contacted an attorney in Nevada, James E. Smith, Esq., who advised him on the requirements regarding child support and other matters. Scotland and Cisilie had many discussions and ultimately reached and understanding. With the help of an American attorney, Randall L. Guynn, Esq., who was known to both parties and who was also a counselor in their congregation, the understanding was memorialized as a written agreement (hereinafter referred to as, "Agreement", attached hereto as Exhibit 1), which was executed by both parties before notaries. Article II, paragraph 2 of the Agreement clearly states the parties' intention to obtain a divorce in the State of Nevada. Paragraph 3 of the same Article II states the parties' intention to utilize the services of the same attorney in Nevada. Article VIII contains a "Governing Law" provision. Paragraph 4 of said Article VIII states the parties' intention that the Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Lastly, Paragraph 9 of Article VIII of the Agreement states that Cisilie was represented by independent counsel, a Nevada attorney, David A. Stephens, Esq.

In accordance with the understanding of the parties, James E. Smith, Esq. prepared a COMPLAINT FOR DIVORCE (attached hereto as Exhibit 2) and the same was mailed to Cisilie along with her ANSWER IN PROPER PERSON (attached hereto as Exhibit 3). Accompanying the Complaint and Answer was a letter from James E. Smith's assistant, which stated "Please find enclosed a copy of your husband's COMPLAINT FOR DIVORCE... If you are in agreement with its terms, please execute before a Notary Public the enclosed ANSWER IN PROPER PERSON... Should you have any questions, please feel free to contact me or Mr.

Smith" (attached hereto as Exhibit 4). Cisilie signed the ANSWER IN PROPER PERSON, as well as the verification of the same, before a Notary in Oslo Norway on July 31, 1998, and sent the same back to Mr. Smith in Las Vegas. In accordance with the understanding between the parties, the COMPLAINT and ANSWER were filed with the Court on August 7, 1998.

Paragraph I of the COMPLAINT FOR DIVORCE, which Cisilie clearly received and read, states that Plaintiff is a resident of the State of Nevada, and for a period of more than six weeks immediately preceding the commencement of this action, has resided and been physically present in the State of Nevada, and now resides therein, and during all of said period of time, Plaintiff has had, and still has the intent to make the State of Nevada his home, residence and domicile for an indefinite period of time.

Paragraph 1 of the ANSWER signed and verified by Cisilie states: "Answering Paragraphs I through VI of Plaintiff's COMPLAINT FOR DIVORCE, Defendant admits these allegations." Further, the ANSWER contains a prayer for relief which states: WHEREFORE, Defendant prays that this Court enter its judgment for the requested relief in Plaintiff's COMPLAINT FOR DIVORCE." In accordance with their affirmatively stated desires, the Court granted the parties a Divorce. Thereafter, pursuant to the understanding of the parties as set forth in the Agreement executed by the parties, Cisilie resided in Norway with the children and Scotlund resided in Nevada. When Scotlund was residing outside of Nevada for business purposes, he still maintained Nevada as his domicile. Both parties conducted themselves in accordance with the Agreement, *until* Cisilie decided she did not want to live up to the terms of the Agreement any longer and refused to relocate to Nevada.

Scotland was left with no alternative but to seek enforcement of the Agreement through the Nevada District Court, and in February 2000, he filed a Motion and was awarded Primary

2

3

Ç

5

6

7

8

9

10

11

17

18

19

20

21

22

23

24

25

26

27

28

Physical Custody of the parties' children. Only now, some two years and one month after the Decree of Divorce was granted, does Cisilie challenge the jurisdiction of the Court.

In response to Cisilie's challenge to the jurisdiction, the Court has directed that the parties submit Points and Authorities addressing at this time, only the issue of Subject Matter Jurisdiction and residency requirements in divorce cases.

The following argument is propounded in accordance with the Court's directive:

II.

# <u>ARGUMENT</u>

## 1. CISILIE IS FORUM SHOPPING AND HER MOTION IS BARRED BY THE DOCTRINE OF JUDICIAL ESTOPPEL:

## Cisilie never challenged jurisdiction and is barred from doing so now: Α.

Cisilie is no longer satisfied with the Divorce Decree and the Agreement she freely entered into with Scotland. She believes that she will be able to obtain results more to her liking from a court in Norway. However, she realizes that as long as this court has jurisdiction, the court in Norway will not interfere, because Scotland and the children are U.S. citizens. Therefore, Cisilie has decided to now claim that this court lacked subject-matter jurisdiction. Simply stated, Cisilie is Forum Shopping.

Through her attorney, Cisilie argues that subject matter jurisdiction is never waived and may be brought to the Court's attention at any time (see p. 33 of Cisilie's Motion). Interestingly enough Cisilie provides a footnote stating that there is one case in which the Court found that a party may be stopped from challenging the Court's jurisdiction, citing Morse v. Morse, 99 Nev, 387, 663 P.2d 349 (1983). However, apparently because it dealt with a petition for adoption, Cisilie suggests that this Court should ignore this case because she

# DEMPSEY, ROBERT & SMITH, LTD.

520 South Fourth Street, Suite 360 Las Vegas, Nevada 8910! (702) 388-1216 • Fax: (702) 388-2514 believes the case is factually and legally distinguishable from the instant case (see footnote 53 of Cisilie's Motion). A review of *Morse v. Morse*, reveals that nothing could be further from reality, the case is on point. Further, in reaching its decision the Supreme Court relied on two additional cases, which are divorce cases; <u>Boisen v. Boisen</u>, 85 Nev. 122, 451 P.2d 363 (1969) and <u>Grant v. Grant</u>, 38 Nev. 185, 147 P. 451 (1915).

In *Morse* the appellant executed and filed a petition for adoption in district court in which she averred that she and the co-petitioner had resided in the state since 1978, but subsequently moved to set aside the adoption order, contending that the order was void for lack of subject-matter jurisdiction in that co-petitioner had not met statutory residency requirement. The Eighth Judicial District Court, Clark County, Tomas J. O'Donnell denied the Motion on ground that the appellant was barred from challenging its jurisdiction to entertain petition for adoption. The Supreme Court affirmed, stating:

The petition for adoption signed by appellant contained facts necessary to at least ostensibly confer jurisdiction on district court to entertain such petition. Further, there was substantial evidence that she acted freely and with understanding in stipulating to these facts. Therefore, the district court properly ruled that appellant was barred, or estopped, from challenging its jurisdiction to entertain petition for adoption. See *Boisen v. Boisen*, 85 Nev. 122, 451 P.2d 363 (1969); *Grant v. Grant*, 38 Nev. 185, 147 P. 451 (1915).

In <u>Boisen v. Boisen</u>, 85 Nev. 185, 451 P.2d 363, the facts are very similar to the case at bar and it is highly unlikely that Cisilie's counsel could have overlooked the decision of the Nevada Supreme Court in that case. In the *Boisen* case, the wife filed for divorce asserting that she satisfied the residency requirements. The husband filed an Answer and Counterclaim without challenging jurisdiction and the Court adjudicated the case. Only after an adverse decision was reached by the District Court did the husband challenge jurisdiction. On appeal, the Supreme Court held that:

# DEMPSEY, ROBERT & SMITH, UFD.

520 South Fourth Street, Suite 360 Las Vegas, Nevada 89101 (702) 388-1216 • Fax: (702) 388-2514 We also note that at no time before appeal except in his answering pleadings did the husband contest the assertion of jurisdiction by the wife. At trial he did not controvert her proof of residence... his assertion of jurisdiction by the counterclaim coupled with his complete acquiescence in the wife's claim to jurisdiction at trial estopped him from raising the issue for the first time on appeal. Citing *Grant v. Grant*, 38 Nev. 185, 147 P. 451 (1915).

It should be noted that, notwithstanding the husband's apparent challenge of jurisdiction in his Answer, in *Boisen* the Supreme Court still held that he was estopped from challenging jurisdiction after the judgment was rendered by the Court. The same circumstances exist in the instant case, except that in her Answer Cisilie <u>ADMITTED</u> the facts alleged in Scotlund's Complaint and even prayed for the same relief, effectively joining in Scotlund's request for a divorce.

In Grant v. Grant, 38 Nev. 185, 147 P. 451 (1915) the husband filed a Complaint and the wife filed an Answer. The issue being joined, the case went to trial and the Court issued a judgment in favor of wife. Husband's complaint contained allegations as to the marriage and as to residence. Subsequent to the entry of judgment in this case, appellant moved the trial court for an order setting aside the judgment entered in favor of the defendant and for an order dismissing the entire proceedings without prejudice. The motion was made upon the ground that the court was without jurisdiction, inasmuch as the testimony adduced at the trial disclosed that the plaintiff was not a resident of Esmeralda County. In its opinion, the Nevada Supreme Court stated:

Both parties to this action submitted to the jurisdiction of the court without question until after judgment had been entered, and then, for the first time, the plaintiff sought to challenge that jurisdiction, and thereby sought to have the court set aside a judgment entered against him, by him assuming a contrary position to that taken on the trial.

By appellant's express averment under oath, declaring that he had resided within Esmeralda county sufficient length of time to give the court jurisdiction, he thereby declared that the court had jurisdiction, and expressly

10 11 520 South Fourth Street, Suite 360 Las Vegas, Nevada 8910: (702) 388-1216 • Fax: (702) 388-2514 12 13 14 15 16 17 18 19 20 21 22 23 24

25

26

27

28

1

2

3

4

5

6

7

8

9

invoked the power of the court to determine the merits of the controversy between himself and defendant. He thereby invoked the power of the court. whose jurisdiction he not only did not deny but expressly declared, to determine all matters alleged as facts in his complaint; and one of the matters alleged as a fact under oath in his complaint was the duration of his residence.

In this case the trial court had jurisdiction over the subject-matter. The plaintiff, by his verified complaint, declared the jurisdiction of the court over his person, and, pursuant to the declarations of his complaint and his prayer for affirmative relief, the court placed its processes at his disposal. The defendant having come into court and submitted herself to its jurisdiction, and the entire matter having been submitted to the court without questioning the jurisdiction, the plaintiff is estopped from questioning the jurisdiction of that court whose power and processes he invoked to secure the end which he sought, namely, dissolution of the bonds of matrimony. He cannot now be heard to challenge the court's jurisdiction, after a judgment has been rendered contrary to his prayer, which, if rendered in his favor, he would unquestionably have sought to enforce. The expression of other courts on this subject may be found in the following cases: In re Lipman (D.C.) 201 Fed. 169; Phelps v. Norman et al. (Tex. Civ. App.) 55 S.W. 978; In re Spring Street, etc., 112 Pa. 258, 3 Atl. 581; Brown v. woody, Adm'r, 64 Mo. 547; Montgomery v. Heilman, 96 Pa. 44; Dufossat v. Berens et al., 18 La. Ann. 339.

In the case of Gamble v. Silver Peak, 35 Nev. 319, 133 Pac, 936, this court held that although, as a general rule, a jurisdictional question may be raised at any time, however, a party by his conduct may become estopped to raise such a question.

The plaintiff in the court below, appellant herein, not only consented to the jurisdiction of the trial court, but invoked that jurisdiction and allowed the matter to proceed to final judgment, by which final judgment, had it been in his favor, he would have bound the defendant; but, the judgment being in favor of the defendant, the plaintiff, who invoked the jurisdiction of the court in the first instance, cannot now be heard to question that jurisdiction. (Emphasis added)

The facts and legal issues set forth in the cases cited above and the facts and legal issues presented in the instant case are so similar that it is beyond reason that Cisilie's counsel would suggest that the Court should ignore that corpus of case law, as they are controlling law in this jurisdiction. The only differences between some of the cited cases is that in certain circumstances the party requesting relief was the plaintiff, whereas on other occasions it was

the defendant. In all the above cited cases the relief sought was requested <u>AFTER</u> a final judgment had been rendered and <u>AFTER</u> the movant had, through their pleadings or conduct, acquiesced to the jurisdiction of the court. The cases cited above are clearly on point and, as such, they are the controlling law in this case.

In the instant case, both Scotlund and Cisilie affirmatively availed themselves to the jurisdiction of this Court, Scotlund by filing his Complaint and Cisilie by filing her Answer. Both pleadings alleged sufficient facts upon which to confer subject matter jurisdiction upon the Court. The pleadings of both Scotlund and Cisilie prayed for the same relief, a Decree of Divorce, which incorporated the Agreement entered into between the parties. Cisilie never challenged the Court's jurisdiction prior to judgment being entered, nor subsequent thereto, until now, two years and a month after the fact, when a subsequent decision of this Court rendered in April of this year does not quite suit her.

# B. <u>CISILIE WAS NOT UNDER ANY DURESS</u>:

Cisilie expends some six pages in her motion to describe an elaborate scheme, whereby Scotlund coerced her into signing the Agreement. Cisilie's version of events certainly makes for a good international romance/suspense novella. However, it lacks credibility. First, Cisilie is an educated person, obviously possessing enough common sense to employ the services of a British solicitor and invoke the powers of the British authorities to restrain Scotlund from leaving England from June 8 to July 8, 1998. Does Cisilie realistically expect this court to believe that immediately after a court hearing in London, she was whisked of to the American Embassy where she was "forced" to sign the Agreement! Is this Court really expected to believe the Agreement which was allegedly forced upon her also "forced" her to take temporary custody of the children and move to Norway? The Agreement clearly reflects that

# DEMPSEY, ROBER & SMITH, LTD.

520 South Fourth Street, Suite 360 Las Vegas, Nevada 8910! (702) 388-1216 • Fax: (702) 388-2514 1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Cisilie understood that she and Scotlund were getting divorced in Nevada and that she would be residing on a temporary basis in Norway. Cisilie was not "forced" to do anything. In fact, it is quite apparent that as soon as Cisilie signed the Agreement in London, she went her way (with the children in tow) to Norway and Scotlund went his way (alone) to Nevada, fully expecting Cisilie to live up to her end of the bargain.

Further, Cisilie cannot support her claim that she was coerced into signing the Answer, which she returned to Nevada for filing with the District Court. It is clear that by the time that Cisilie signed the Answer she was in Oslo Norway with the children and Scotlund was in Nevada. How could Scotland possibly have forced her into signing the Answer and returning it to James E. Smith's office when, as Cisilie's attorney is so fond of saying, Scotlund was half-way around the world? Cisilie's claim does not hold water. A review of Exhibit 4 (Cisilie's exhibit "D") clearly reveals that Cisilie was never forced to sign anything. Exhibit 4 clearly states "If you are in agreement with its terms, please execute before a Notary Public the enclosed ANSWER IN PROPER PERSON... Once completed, please use the enclosed Federal Express Air Waybill to return the originals to me at no cost to you." Cisilie signed the Answer before a Notary Public in Oslo, Norway on July 31, 1998 and returned it to Nevada. The Court can reasonable conclude that Cisilie was in agreement with the terms, because she read it, signed it before a Notary Public and returned it to Nevada as requested. Nothing in the foregoing scenerio of events even hints at cohersion

- R. Scotlund requests that the Court look at the obvious and see:
- 1. Cisilie A. Vaile entered into the "Agreement" freely, with the full knowledge that it was intended that the Agreement become merged with the Decree of Divorce issued by the District Court in Clark County, Nevada.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

25

26

27

28

Cisilie A. Vaile filed an Answer in Proper Person admitting the facts conferring
 Jurisdiction on the Court.

- 3. Cisilie A. Vaile prayed that this Court grant a divorce consistent with the relief requested in the Complaint for Divorce, thereby joining in Scotland's request.
- 4. Cisilie A. Vaile prayed that this Court merge the "Agreement" with the Decree of Divorce and make the "Agreement" the Order of this Court.
- 5. Cisilie A. Vaile received all the benefits enured upon her by the "Agreement" and even had the same ratified by the government of Norway.
- Cisilie A. Vaile did all of the foregoing of her own free will.
   Therefore, Cisilie A. Vaile is estopped from challenging the jurisdiction of this
   Court.

# 2. R. SCOTLUND VAILE DID NOT PERPETRATE FRAUD UPON THE COURT:

As stated in the background information provided above, Scotlund and Cisilie had discussed residing in Nevada while in England, due to the benefits of living in a State with no personal income tax. In April, 1998 the parties agreed to divorce. At the time the parties agreed to divorce, Scotlund was assigned to London where he and Cisilie had been transferred by Scotlund's employer. However, the British court would not divorce them. Cisilie did not want to return to Virginia, nor did she believe that she would be treated fairly by the Court in Ohio. Therefore, Scotlund and Cisilie determined that a divorce would be obtained in Las Vegas, Nevada. By May 1998 Scotlund claimed residency at 132 Scherer Street, Las Vegas, Nevada, see First USA Credit Card Statement, dated May 12, 1998, attached hereto as Exhibit 5; see also, Exhibit 6, which is a statement from Household Bank, dated July 6, 1998; Exhibit

2

3

4

5

6

7

8

9

10

11

520 South Fourth Street, Suite 360 Las Vegas, Nevada 8910! (702) 388-1216 - Fax: (702) 388-2514

17

18

19

20

21

22

23

24

25

26

27

28

7, which is billing statements from Discover Card; and Exhibit 8, which are billing statements from the Ohio State University Office of Student Loans, dated June 9, 1998, which clearly show that Scotland advised the University of Ohio of his change of residency to Las Vegas.

Scotland does not contest the fact that he was in London, England during the month of June, 1998. However, the Court is reminded that "intent" is an element of fraud. Attached hereto as Exhibit 9 are copies of the E. Mail messages transmitted between Scotlund and his Las Vegas attorney, James E. Smith, Esq., which clearly reflect that Mr. Smith was advising Scotland of what would be required of him in order to obtain the divorce. These messages undoubtedly establish that there was no "intent" on the part of Scotland to commit a fraud upon anyone, particularly this Court.

As soon as Scotlund arrived in Las Vegas, he immediately obtained his Nevada Driver's License, (see Exhibit 10, attached hereto). Scotland also registered to vote in Clark County (see Exhibit 11). These actions on the part of Scotland clearly show that he intended to make Nevada his place of residence for an indefinite period of time. To this date, Scotland maintains his Nevada Driver's License and his voter registration. Where R. Scotlund Vaile is concerned, it is easily determined that Scotland followed the advise of his attorney prior to and during the divorce proceedings and he neither intended to, nor did he ever commit a fraud upon the Court. or anyone else for that matter. However, where Cisilie A. Vaile is concerned, that's quite a different story.

Cisilie A. Vaile is currently attempting to commit a fraud upon this Court. She clearly intended to obtain a divorce in Nevada in 1998. She was involved in numerous discussions with Scotland regarding the "Agreement" and she signed the "Agreement" on July 8, 1998 with the clear understanding that it would be incorporated into the Decree of Divorce that she knew

28

1

2

would be issued by the District Court in Nevada. Cisilie, through "Pleadings" conferred jurisdiction with the Court and she expressly requested that the Court enter a Decree of Divore. After the Court entered the Decree of Divorce at Cisilie's request, she enjoyed the benefits inured upon her by the Decree of Divorce for more than a year. Cisilie even had the Decree recognized by the Governor of Oslo og Akershus County, Norway, on October 8, 1998 (See Exhibit 12, Cisilie's request for mediation, attached hereto [the same is identified as Cisilie's exhibit "G"]). It was not until the time came for Cisilie to have to live up to these terms of the "Agreement" which did no quite suit her, that she began looking for ways to "void" the Agreement. In fact, Cisilie's request for mediation does not even hint that the Court in Nevada may not have had jurisdiction to grant the Decree of Divorce.

The true motive behind Cisilie's challenge to this Court's jurisdiction is easily identified. His name is KJETIL PERSBOLL, Cisilie's fiancé. Attached hereto, as Exhibit 13, is a copy of the wedding announcement for Cisilie and Kjetil (see also Cisilie's own Exhibit "L"). It is clear to see that Cisilie has a reason for not wanting to live up to her agreement with Scotland regarding relocating to Nevada, she intends to marry another man and continue to reside in Norway. Cisilie's desire to remarry is understandable. However, the fact that Cisilie has consistently held herself out as a single woman from the date a Nevada Court entered a Decree of Divorce, that date being August 21, 1998, clearly indicates that she, through her own conduct, has recognized the authority of the District Court of Nevada to grant her a divorce. See Holmes v. Eighth Judicial District Court, 71 Nev.307, 289 P.2d 414.

It is inconceivable that Cisilie now comes to this Court, asking it to set aside the very decree of divorce upon which she relied to contemplate matrimony with another man and the very same decree of divorce that she personally asked the government of Norway to recognize

in October, 1998. In all the cases cited above, the Nevada Supreme Court has clearly stated that when a parties avail themselves to the jurisdiction of the court through their pleadings, expressly requesting that the Court enter a Decree, then ratifies that Decree through their conduct, those parties will be estopped from challenging the jurisdiction of the court.

# **CONCLUSION**

The Decree of Divorce should be deemed valid and this Court should retain jurisdiction.

Cisilie and Scotlund jointly invoked the jurisdiction of the Court when they each filed their respective pleadings requesting the Court grant the divorce. Cisilie is now barred under the doctrine of Judicial Estoppel from now challenging the Court's jurisdiction.

Scotland did not perpetrate a fraud upon the court at any time. At all times he acted consistent with the advice of his counsel. Scotland established his residency prior to filing for a divorce and Cisilie admitted the same in her Answer. The controlling case law in this jurisdiction prohibits Cisilie from admitting certain facts during the divorce proceedings and now denying those facts in order to challenge the court's jurisdiction.

Therefore, it is respectfully submitted that Cisilie's Motion challenging the jurisdiction of the Court should be denied in its totality.

DATED this 944 day of October, 2000.

Respectfully Submitted By:

3v:

OSEPH F. DEMPSEY, ESQ.

Nevada Bar No. 004585

DEMPSEY, ROBERTS & SMITH

520 S. Fourth St., Suite 360

Las Vegas, Nevada 89101

Attorney for Plaintiff

R. SCOTLUND VAILE

27

28

1

2

3

4

5

6

7

8

9

# PLAINTIFF'S AFFIDAVIT IN SUPPORT OF OPPOSITION TO DEFENDANT'S MOTION TO SET ASIDE DECREE OF DIVORCE AFFIDAVIT OF R. SCOTLUND VAILE

STATE OF NEVADA )SS: COUNTY OF CLARK

- R. SCOTLUND VAILE, being first duly sworn, depose and states:
- 1. That I am the Plaintiff in the above entitled action, am over the age of twenty-one and am competent to testify as to the facts asserted herein.
- 2. That at the time that Cisilie and I were considering divorce in England, we were both made aware that England would not be able to hear our case, given that our stay there was temporary and of less than one year's duration. They would have made us return to the US to carry out divorce proceedings.
- 3. That from the time that Cisilie and I were married in June of 1990, neither one of us had lived in Norway, or even visited the country for more than three months in any given year. Norway, therefore, clearly was not a possibility for filing for a divorce. The only options that we had open to us at the time, according to our understanding, were Ohio, Virginia and Nevada.
- 4. That the most recent place that we lived was Virginia, although we had only been there from early September1996 until the last day of July in 1997, less than 11 months. In order to get divorced in Virginia, we would have had to return to Virginia and separate for the mandatory six months waiting period. Neither one of us was fond of living in Virginia, and Cisilie insisted on being able to return to Norway and not have to return to America at that time. Therefore, Virginia was not an acceptable jurisdiction to her.

Ç

Las Vegas, Nevada 8910! (702) 388-1216 • Fax: (702) 388-2514

520 South Fourth Street,

5. That Cisilie and I both lived in Ohio from April of 1990 to September 1996, during
which time both our daughters were born. We understood that we could have proceeded in
Ohio due to the very short time that we lived in Virginia. In fact, Ohio had a very amicable
legal method called dissolution with a waiting period of only twenty-one (21) days. However,
Cisilie insisted that it was not fair for us to proceed in Ohio since my father practiced law
there, supposedly giving me an unfair legal advantage.

- 6. That the only other option was Nevada, which was the only jurisdiction that was acceptable to Cisilie. We would both have to get our own representation there, and she would not have to return to America at that time. She would be able to take the agreed upon visit to Norway with the children immediately.
- 7. That in summary, we went forward with divorce proceedings in Nevada at Cisilie's insistence.
  - 8. Further your affiant sayeth naught

R. SCOTLUND VAILE

Subscribed and Sworn to before me on the 7th day of October, 2000.

A Notary Public in and for said County and State.



EXHIBIT:

AGREEMI made as of July \_\_\_\_\_, 1998 by and betten R. Scotlund Vaile (hereinafter referred to as the "Husband" or "Scotlund"), and Cisilie A. Vaile (hereinafter referred to as the "Wife" or "Cisilie").

#### RECITALS

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

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

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

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

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

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

# ARTICLE I Separation of the Husband and the Wife

- 1. Separation. The parties have agreed to live separate and apart from each other, and they shall hereafter live separate and apart from the other free from interference of any marital authority or control of the other, as fully as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, profession, business or trade which he or she may desire to pursue, free from interference or any marital authority or control of the other party.
- 2. No Interference. Neither party shall in any manner annoy, molest or otherwise interfere with the other party, nor shall either party at any time

Initials: CAVIZS

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

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

- 1. Each of the parties shall be free at any time hereafter to institute suit for absolute divorce against the other. The execution of this Agreement shall not be deemed to constitute a waiver or forgiveness of any conduct on the part of either party which may constitute grounds for divorce.
- 2. Notwithstanding paragraph 1 of this Article, the parties hereby agree that they shall file for divorce, and for confirmation of the provisions governing the custody of their Children and child support contained herein, in a court of competent jurisdiction in the State of Nevada, United States of America, before July 31, 1998 or as soon as possible thereafter.
- 3. Each of the parties shall be responsible for his or her own legal fees in connection with instituting suit for divorce or seeking confirmation of the provisions governing the custody of their Children and child support contained herein, provided that in the event the parties proceed in a manner specified in paragraph 2 of this Article Scotlund shall pay all filing or other similar fees with the State of Nevada and, if they use the same attorney in connection therewith, Scotlund shall pay all fees and expenses of such attorney.
- 4. Each party agrees not to take any action inconsistent with their intent as expressed in paragraph 2 of this Article or any other provision of this Agreement, provided that the other party shall proceed in good faith to obtain the divorce and confirmation of the custody and child support provisions of this Agreement as specified in paragraph 2 of this Article. This paragraph 4 shall terminate on July 1, 1999.

# ARTICLE III Settlement of Financial Rights and Obligations Between the Spouses

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

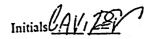
Initials: LAV 18

- property, (iii) the seband does not own, whether individual pointly or otherwise, any tangible personal property that (A) has not been disclosed to the Wife and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Husband has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Wife.
- Wife's Financial Representation. The Wife hereby represents and warrants to the Husband that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts. 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Wife or otherwise owned by her, whether individually, jointly or otherwise, or which may be held for her benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (USS0.00), (ii) the Wife does not own, whether individually, jointly or otherwise, any real property, (iii) the Wife does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Husband and (B) individually or collectively has a fair market value in excess of USS2,000, and (iv) the Wife has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Husband.
- (c) Joint Financial Assets. The parties hereby acknowledge and agree that the aggregate market value of all cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common, is the US dollar equivalent of not more than USS500.
- (d) Division of Financial Assets. Upon the execution of this Agreement, (i) the Husband shall pay to the Wife USS250 in immediately available funds and (ii) the Wife shall transfer to the Husband all joint financial assets referred to in subparagraph (c) of this paragraph 1, including any credit or debit cards for which the Husband is or may be held jointly liable.
- (e) Equitable Division of Tangible Personal Property. The parties agree to divide equitably between themselves, all of the furniture, furnishings, rugs, pictures, books, silver, plate, china, glassware, objects of art, and other tangible personal property acquired by them during the course of their marriage.
- (f) Individual Property. Subject to the representations and warranties contained in subparagraphs (a)-(c) of this paragraph 1, the parties agree that except for the dispositions provided in subparagraphs (d) and (e) of this paragraph 1, each party shall retain full ownership and control of all property currently standing in his or her name, whether individually, jointly or otherwise,

Initials (AV 1257

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

- 2. Debts. (a) Debts Previously Contracted. The Husband agrees to assume and be solely answerable and liable for all debts, charges and liabilities of whatever kind incurred by either party during their marriage and before the date hereof, and hereby covenants and agrees that he will indemnify and hold the Wife harmless from any and all claims made by third parties because of any debts, charges or liabilities incurred by either party during their marriage and before the date hereof, except for:
  - (i) any debts, charges or liabilities incurred by the Wife for any purpose during their marriage, whether by credit or debit card or otherwise, and before the date hereof that (A) have not been disclosed to the Husband and (B) are individually or collectively more than US\$500; and
  - (ii) that certain loan from Barclay's Bank incurred by the Wife in her name and represented by the note attached as Exhibit A hereto, in an aggregate principal amount of GBP 8,000, which was used by the Wife for educational and employment training purposes.
- (b) Future Debts. Each party covenants and agrees that from and after the date hereof, he or she will not contract any debts, charges or liabilities for which the other party, or his or her property or estate, shall be or become answerable or liable, and each of the parties covenants and agrees that he or she will indemnify and hold the other party harmless from any and all claims made by third parties because of any debts or liabilities incurred by him or her on or after the date hereof.
- represents and warrants to the Wife that all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of other taxing jurisdictions arising out of any income earned or realized by either party during their marriage have been paid, that no interest or penalty is due with respect to any such income taxes, and that no tax deficiency proceeding is pending or threatened against either of them with respect to such income taxes for any taxable period ending on or before December 31, 1997, and agrees to indemnify and hold the Wife harmless from and against any and all additional tax assessments, penalties and/or interest relating to any income tax returns that were or should have been filed by the parties in such taxing jurisdictions, except for any additional tax assessments, penalties and/or interest relating to any income earned or realized by the Wife before December 31, 1997 that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000.



- Cur and Future Income Taxes. The Hus and agrees to (b) assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of any other taxing jurisdiction arising out of any income earned or realized by either party from January 1, 1998 through the date hereof and for any income earned or realized by the Husband on or after the date hereof, and hereby covenants and agrees to indemnify and hold the Wife harmless from and against any and all such income tax liability, except for any such income taxes arising out of any income earned or realized by the Wife before the date hereof that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000. The Wife agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. and Norwegian income taxes, and all income taxes of any other taxing jurisdiction, arising out of any income earned or realized by the Wife after the date hereof, and hereby covenants and agrees to indemnify and hold the Husband harmless from any and all such income tax liability.
- (c) Audits. In the event of any audit or proposed deficiency arising out of any income earned or realized by either party during their marriage, each party will cooperate with the other to contest or compromise the proposed deficiency. Such cooperation shall include, but shall not be limited to, the following:
  - (i) the making available of such books, records, and other data as may be in a party's possession or under his or her control and necessary with respect to the conduct of any tax audit or examination or necessary to the resolution of any dispute arising thereunder; and
  - (ii) joining in and executing any protest, petition or document in connection with any proceedings for the purpose of contesting, abating or reducing any tax, penalty or interest assessed or due or any part thereof.
- 4. Waivers and Releases. (a) Generally. Except as otherwise expressly provided herein, each of the parties hereby WAIVES and RELEASES any and all rights in the real or personal property of the other, or in the estate of the other, or which may be assertable against the other, which he or she has acquired or shall acquire by reason of marriage to the other, or which he or she has or shall have as a spouse, surviving spouse or former spouse of the other, whether arising under the laws of the State of Nevada or under the laws of any other jurisdiction, and whether now owned or hereafter acquired, including, without limiting the generality of the foregoing, the following:
  - (i) any right to have property acquired by either or both of the parties during their marriage treated as marital property or community property or quasi-community property, or to seek an equitable distribution or other division of such property, or to seek a distributive award or any other similar interest, it being the intent of each of the parties to provide for the distribution of their property by this Agreement;

Initials: AV, ES

- (ii) only other right to share in the property estate of the other during his or her lifetime, however such right might arrow of whatever nature;
- (iii) any right to share in the property or estate of the other upon his or her death, whether such right is in the nature of an inheritance, a right to intestate distribution, a right to elect against the will of the other, a right of curtesy, dower, spouse's exemption or allowance, a homestead right, a usufruct in the property of the other, or any other right of a nature similar to the foregoing;
- (iv) any right to act as the administrator of the estate of the other, or as conservator, committee or guardian of the person or property of the other, except to the extent voluntarily appointed pursuant to an instrument executed after the date hereof; or
- (v) any right to receive support or maintenance from the other during their marriage or following termination of their marriage, whether such terminiation occurs by reason of the dissolution of the marriage or by reason of the death of one of the parties, it being agreed between the parties that neither support nor maintenance is desired or necessary.
- (b) Legal Actions. Each of the parties does hereby mutually release and discharge the other from any and all other actions, suits, rights, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or hereafter may have against the other upon or by reason of any matter, cause or thing up to the date hereof, it being the intention of the parties that henceforth there shall exist, as between them, only such rights and obligations as are specifically provided for in this Agreement.
- (c) Further Assurances. Each party agrees that he or she will execute any further waivers, releases, assignments, deeds or other instruments which may be necessary to effectuate or accomplish the purpose of the waivers and releases contained in this Article. In this connection, each of the parties, upon the request of the other, expressly agrees to consent to any disposition, beneficiary designation, and selection of the form of distribution of any pension or other qualified plan benefits accrued by or for the other.
- (d) Future Devises or Bequests. Nothing contained in this paragraph 4 shall be deemed to constitute a waiver by either party of any devise or bequest made to him or her by any Will or Codicil of the other executed after the date of this Agreement.
- 5. No Spousal Support. Neither party shall have any obligation for the support or maintenance of the other party now or in the future. Each party hereby acknowledges that he or she is capable of supporting himself or herself at a standard of living acceptable to him or her and waives his or her right, if any, to receive any support or maintenance from the other party now and forever more.

Initials: LAVIZV

# ARTICLE IV Custody and Visitation of the Children

- 1. Joint Custody. The parties shall have joint custody of their children, Kaia Louise Vaile (hereinaster "Kaia") and Kamilla Jane Vaile (hereinaster "Kamilla") during their minority (Kaia and Kamilla are hereinaster sometimes collectively referred to as the "Children" and individually referred to as a "Child").
- 2. Primary Residence. Subject to the visitation rights set forth in paragraph 3 of this Article, each Child's primary residence during her minority shall be as follows (the party with whom such Child has primary residence being referred to hereinafter as the "Residential Parent" for such Child and the other party being hereinafter referred to as the "Non-Residential Parent" for such Child):
  - (a) Until Age 10. Until July 1 of the year in which each Child shall have reached the age of ten (10) years old, such Child's primary residence shall be with Cisilie.
  - (b) From Age 10 to Age 11. From July 1 of the year in which each Child shall have reached the age of ten (10) years old until July 1 of the year in which such Child shall have reached the age of eleven (11) years old, such Child's primary residence shall be with Scotlund.
  - (c) From Age 11 to Age 12. From July 1 of the year in which each Child shall have reached the age of eleven (11) years old until July 1 of the year in which such Child shall have reached the age of twelve (12) years old, such Child's primary residence shall be with Cisilie.
  - (d) After Age 12. On July 1 of the year in which each Child shall have reached the age of twelve (12) years old and on July 1 of each year thereafter, such Child shall have the right to choose whether such Child's primary residence until July 1 of the next succeeding year shall be with Cisilie or Scotlund, and the party that is not selected shall respect the choice of the Child.
- 3. Visitation Rights. Notwithstanding paragraph 2 of this Article, the parties shall have the following visitation rights:
- (a) One Residential Parent. For any period during which each unemancipated Child shall have the same Residential Parent, and subject to subparagraph (c) of this paragraph 3, the Non-Residential Parent-shall have the right to have such unemancipated Child visit or stay with him or her during the following periods:

Initials: LAVI B

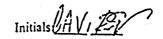
Page 7 of 23

- during one-half (1/2) of the Christman aster and other school vaccions of two or more consecutive days, except for summer vacation;
- (ii) during the entire summer vacation, except for the first three weeks of such summer vacation which shall constitute the "Residential Parent's Vacation Period";
- (iii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the Residential Parent's Vacation Period;
- (iv) every Wednesday evening from 6:00 pm until 9:00 pm, except during the Residential Parent's Vacation Period; and
- (v) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.
- (b) Two Residential Parents. For any period during which each party is a Residential Parent with respect to one of the unemancipated Children but not the other, and subject to subparagraph (c) of this paragraph 3, each party shall have the right to have both unemancipated Children visit or stay with him or her during the following periods:
  - (i) during one-half (1/2) of the Christmas, Easter, summer and other school vacations of two or more consecutive days;
  - (ii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the other party's summer vacation period;
  - (iii) every other Wednesday evening from 6:00 pm until 9:00 pm, except during the other party's summer vacation period; and
  - (iv) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.
- (c) Birthdays and Holidays. Notwithstanding any other provision to the contrary:
  - (i) Odd-Numbered Years. In odd-numbered years, (A) Scotland shall have the right to have each Child visit and stay with him the day before such Child's birthday, Christmas Day, the day before Father's Day, Father's Day and the day before (January 4) Scotland's birthday and

Initials: LAVI ZSV

Page 8 of 23

- (B) Cisilie s have the right to have each Child visit stay with her on such Child's birthday, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, the day before Mother's Day, Mother's Day and Cisilie's birthday (January 5), from 8:00 am on the day mentioned until 8:00 am on the following day.
- (ii) Even-Numbered Years. In even-numbered years, (A) Scotland shall have the right to have each Child visit and stay with him on such Child's birthday, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, the day before Father's Day, Father's Day and Scotland's birthday (January 5) and (B) Cisilie shall have the right to have each Child visit and stay with her on the day before such Child's birthday, Christmas Day, the day before Mother's Day, Mother's Day and the day before (January 4) Cisilie's birthday, from 8:00 am on the day mentioned until 8:00 am on the following day.
- (d) Foreign Travel. Without limiting the generality of each party's right to travel with the Children, each party shall be free to travel with the Children within or outside the United States to the extent such travel is consistent with the other party's visitation or Residential Parent's rights hereunder,
- 4. Residency in the United States. (a) Generally. Subject to paragraph 5, each party covenants and agrees that if at any time it shall be the Residential Parent and for so long as it remains the Residential Parent, such party shall make its primary residence in the United States of America in the greater metropolitan areas of Las Vegas, Nevada; Salt Lake City, Utah; San Francisco, California; San Diego, California; Denver, Colorado; Charlotte, North Carolina; Boston, Massachusetts; or any other city on which the parties shall hereafter mutually agreement by amendment to this Agreement in accordance with paragraph 2 of Article VIII (each an "Accepted Metropolitan Area"). Each party that is now or shall hereafter become a Residential Parent shall endeavor to provide the Non-Residential Parent with a reasonable opportunity to reside within twenty miles of the Residential Parent in one of the Accepted Metropolitan Areas.
- (b) Initial Residential Parent. Subject to paragraph 5, Cisilie agrees that as the initial Residential Parent she will take up residence within twenty miles of Scotlund's place of residence in whichever of the Accepted Metropolitan Areas that he shall have selected (the "Initial Accepted Metropolitan Area"), subject to the following conditions:
  - (i) Cisilie shall have no obligation to move to the United States to take up residence there before July 1, 1999;
  - (ii) Scotland shall have given Cisilie at least four weeks prior notice of the timing of such move;



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

- (A) prepaid airfare (via London or otherwise);
- (B) moving expenses for a reasonable amount of personal effects;
- (C) meals and lodging in London or any other destination between Norway and the Initial Accepted Metropolitan Area where they are required to stay overnight;
- (D) meals and lodging at the Initial Accepted Metropolitan Area until Cisilie is able to move into a suitable apartment for herself and the Children, but in no event for more than 21 days after their arrival; and
- (E) the first month's rent for the apartment selected by Cisilie for herself and the Children in the Initial Accepted Metropolitan Area.
- (iv) There shall at the time Cisilie first arrives and shall thereafter continue to be reasonably suitable and affordable housing for Cisilie and the Children within twenty miles of Scotlund's place of residence in the Initial Accepted Metropolitan Area.
- (v) Cisilie shall have the right to change her place of residence within the Initial Accepted Metropolitan Area at any time and as many times as she wishes, provided that her new place of residence remains within twenty miles of Scotlund's initial place of residence.
- (vi) Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to any other Accepted Metropolitan Area, upon the occurrence of any of the following events:
  - (A) Scotland shall have relocated his place of residence more than 100 miles from the center of the Initial Accepted Metropolitan Area;
  - (B) there is no longer reasonably suitable and affordable housing for Cisilic and the Children within the Initial Accepted Metropolitan Area; or
    - (C) the parties shall have mutually agreed in writing.
- (vii) If Scotland shall have moved more than twenty (20) miles of Cisilie's place of residence, Cisilie shall have no obligation to relocate to within twenty (20) miles of his new residence, but instead shall be free

Page 10 of 23

Initials (AVIB)

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

- (viii). Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to anywhere in the world if she is no longer a Residential Parent.
- 5. Temporary Residence in Norway. (a) From the date hereof until the later of July 1, 1999 and the date on which Scotland shall have arranged to move Cisilie and the Children to the United States in accordance with paragraph 4(b), Cisilie shall have the right to reside with the Children in the greater metropolitan area of Oslo, Norway.
- (b) Scotland's Visitation Rights. In addition to his visitation rights contained in paragraphs 3(a)(v) and 3(c) of this Article, but in lieu of his visitation rights contained in paragraphs 3(a)(i), (ii), (iii) and (iv) and 3(b) of this Article, Scotland shall have the right to have each Child visit and stay with him as follows:
  - (i) during one of the Children's school vacations other than Christmas vacation, in Norway or outside Norway; and
  - (ii) two four-day weekends per month, in Norway, provided he gives Cisilie at least two-weeks prior notice of each visit.
- (c) Private Education. For so long as Kaia resides in Norway, Scotland shall have the right to select and pay for her education at a school located within twenty kilometers of Oslo's center.
- 6. Information About Children's General Welfare. Each party agrees to keep the other reasonably informed of the whereabouts of the Children, and agrees that if either of them has knowledge of any serious illness or accident or other circumstances affecting either of the Children's health or general welfare, prompt notice thereof will be given to the other of such circumstances.
- 7. Fostering Good Feelings. Each party shall exert every reasonable effort to maintain free access and unhampered contact between the Children and the other party and to foster a feeling of affection between the Children and the other party. Neither party shall do anything that may estrange the Children from the other party or injure the Children's opinion as to the other party or that may hamper the free and natural development of the Children's love and respect for the other party.
- 8. Consultation. The parties agree to consult with each other with respect to the Children's education, religious training, summer camp selection, illness and operations (except in emergencies), health, welfare and other matters

Initials LAVIBIO

of similar importance feeting the Children, whose well-being jucation and development shall at an times be the paramount consideration of the parties.

- 9. Access to Information. Each party shall be entitled to complete detailed information from any school and other educational institution, baby-sitting or day-care facility, religious institution, pediatrician, general physician, dentist, consultant or specialist attending either of the Children and to be furnished with copies of any reports available from them.
- 10. Medical. Each party agrees that in the event of serious illness of either of the Children at any time, the other party shall have the right of reasonable visitation with the ill child at the place of confinement.
- 11. Religious Preference. The parties agree that the Children will be raised as members of The Church of Jesus Christ of Latter-day Saints and that each Child shall be allowed to be baptized and confirmed a member of such church after reaching the age of eight (8) years. Each party shall be responsible for providing the other with evidence annually that he or she remains an active member of such church in good standing. Each party agrees that a valid temple recommend issued by such church in the other party's name shall be conclusive evidence of such activity and standing. Scotlund shall have the right to baptize and confirm each Child a member of such church, provided that he shall be a member in good standing authorized by such church to perform such ordinances at the time such Child elects to be so baptized and confirmed.
- 12. Telephone Calls. The Non-Residential Parent shall have the right to make one telephone call per day of not more than 30 minutes to each of the Children between the local times of 8:00 am and 8:00 pm.
- 13. Surname. The Children shall not be known or registered by any surname other than "Vaile" during his or her minority.
- 14. Death of the Parties. The parties agree that the Children will reside with Scotland after the death of Cisilie, and the Children will reside with Cisilie after the death of Scotland.
- 15. Grandparents. The parties shall exert every reasonable effort to maintain free access between the Children and both sets of grandparents, and will allow reasonable periods of time for the Children to visit and be visited by the grandparents, provided, however, that if either Child is under the age of thirteen (13) years, he or she shall not visit the grandparents overnight unless he or she is accompanied by one of the parties.
- 16. No Waivers. The rights of visitation are wholly optional and the non-exercise in whole or in part, shall not constitute a waiver of visitation rights nor shall it deprive any party of the right to insist thereafter on strict compliance with visitation rights.

Initials AVI

- (i) Gross income as should have been reported in the most recent federal income tax return, assuming U.S. residence for tax purposes, plus any tax-exempt income. For purposes of this subparagraph (i), each of the parties shall be presumed to be required to file a federal income tax return.
- (ii) To the extent not already included in gross income in subparagraph (i) of this subparagraph (b), investment income reduced by necessary sums expended in connection with such investment.
- (iii) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the amount of income or compensation voluntarily deferred and income received, if any, from the following sources:
  - (A) workers' compensation,
  - (B) disability benefits,
  - (C) unemployment insurance benefits,
  - (D) social security benefits,
  - (E) veterans benefits
  - (F) pensions and retirement benefits
  - (G) fellowships and stipends, and
  - (H) annuity payments.
- (iv) An amount imputed as income based upon the party's former resources or income, if a court would determine that the party has reduced resources or income in order to reduce or avoid his or her obligation for child support.
- (v) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the following self-employment deductions attributable to self-employment carried on by the party:
  - (A) any depreciation deduction greater than depreciation calculated on a straight-line basis for the purpose of determining business income or investment credits; and
  - (B) entertainment and travel expenses deducted from business income to the extent such expenses reduce personal expenditures.
- (vi) The following shall be deducted from income to the extent otherwise included in income under subparagraphs (i) to (v) of this subparagraph (b):

Initials: LAVI ZIV

## ORIGINALI

1 2

3

4 5

7

8

6

9

10 11

12 13

14

15 16

17

18

19 20

21

22 23

24

25

26

27

28

LAWOFFICE OF MARSHAL S. WILLICK, P.O. 3551 East Bonanza Road Vegas, NV 89110-2198 (702) 438-4100

IN THE SUPREME COURT OF THE STATE OF NEVADA

CISILIE A. VAILE,

Petitioner,

VS.

EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK, FAMILY LAW DIVISION, THE HONORABLE CYNTHIA DIANE STEEL, DISTRICT JUDGE, Respondent,

R, SCOTLUND VAILE, Real Party in Interest

S.C. Docket No. <u>36969</u>

D.C. Case No.

D230385

FILED

NOV 08 2000

## APPENDIX TO APPELLANT'S **EMERGENCY PETITION FOR WRIT OF MANDAMUS AND WRIT OF PROHIBITION**VOLUME 1

MARSHAL S. WILLICK, ESQ. Attorney for Appellant Nevada Bar No. 002515 3551 East Bonanza Road Suite 101 Las Vegas, Nevada 89110-2198 (702) 438-4100

JOSEPH F. DEMPSEY, ESQ. Attorney for Respondent Nevada Bar No. 004585 520 South Fourth Street Suite 360 Las Vegas, Nevada 89101 (702) 388-1216



NOV 0 8 2000

10/3

### **PLEADING INDEX SHEET**

### Re: VAILE v. VAILE

## Case #\_D230385 Dept. #\_G\_ Docket # FAMILY

NO.	DOCUMENT	DATE	ATTORNEY
1.	Motion for Immediate Return of Internationally Abducted Children and Motion to Set Aside Fraudulently Obtained Divorce, or in the Alternative, Set Aside Orders Entered on April 12, 2000, and Rehear the Matter, and for Attorney's Fees and Costs.	9-21-00	MSW
<i>2</i> .	Ex Parte Application for Order Shortening Time	9-21-00	MSW
<i>3</i> .	Supplemental Exhibits	9-25-00	MSW
4.	Order Shortening Time	9-26-00	MSW
5.	Notice of Entry of Order	9-26-00	MSW
6.	UCCJA Declaration Under Uniform Child Custody Jurisdiction Act	9-28-00	MSW
7.	Order from Hearing (to be replaced by the Order listed as # 8 on this index.)	9-29-00	MSW
8.	Order (Hrg of 9-29-00 @ 9:00 am)	9-29-00	MSW
9.	Court Minutes (for the Deft's Mtn. for Ret of Children)	9-29-00	Court
10.	Court Minutes	10-02-00	Court
11.	Notice of Entry of Order From Hearing	10-03-00	MSW
12.	Certificate of Service (for #'s 8-9 and 11)	10-03-00	MSW
<i>13</i> .	Supplement to Motion for Immediate Return of Internationally Abducted Children and Motion to Set aside Fraudulently Obtained Divorce, or in the Alternative, Set Aside Orders entered on April 12, 2000, and Rehear the Matter, and for Atty's Fees and Costs	10-05-00	MSW
14.	Receipt of Pass Ports	10-09-00	MSW
15.	Plaintiff's Opposition to Defendant's Motion to Set Aside Decree of Divorce.	10-09-00	jfd
16.	Affidavit of Financial Condition (Cisilie)	10-10-00	MSW
17.	Reply to Plaintiff's Opposition to defendant's Motion to Set Aside Decree of Divorce	10-10-00	MSW
18.	Evidentiary Hearing (Trial) Memorandum	10-10-00	MSW
×19	Certificate of Service (for # 18)	10-10-00	MSW
20.	Courtesy Copy of Requested Authorities	10-10-00	MSW

NO.	DOCUMENT	DATE	ATTORNEY
21.	Stipulation and Order	10-10-00	MSW
22.	Order for Family Mediation Center Services	10-11-00	
23.	Notice of Entry of Order	10-12-00	MSW
24.	Post Evidentiary Hearing (Trial) Memorandum	10-13-00	MSW
25.	Ltr to Judge Steel from Hardy (Family Mediation Specialist II)	10-13-00	
25A.	Plaintiff's Post Hearing Memorandum	10-13-00	JFD
26.	Order Exonerating Bond	no file stamped	JFD
27.	Court Minutes	10-17-00	Court
28.	Receipt of Passports	10-25-00	
29.	Order ( 10-17-00 @ 3:30 p.m.)	10-25-00	JFD
30.	Notice of Entry of Order (10-17-00 @3:30 p.m.)	No stamp 10-25-00	JFD
<i>31</i> .	International Information	11-03-00	MSW
			·
			·
			·

P:\WP8\vaile\BF0303.WPD

28

LAWOFFICE OF ARSHAL S. WILLICK, P.C.

as NV 89110-2198



MOT
LAW OFFICE OF MARSHAL S. WILLICK, P.C.
MARSHAL S. WILLICK, ESQ.
Nevada Bar No. 002515
3551 E. Bonanza Road, Suite 101
Las Vegas, NV 89110-2198
(702) 438-4100
Attorney for Defendant



SEP 21 4 26 PM '00

CLERK CLERK

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

R. SCOTLUND VAILE,

Plaintiff.

VS.

CISILIE A. VAILE,

Defendant.

CASE NO: D230385

DEPT NO: G

DATE OF HEARING: TIME OF HEARING:

ORAL ARGUMENT REQUESTED:

Yes X

No

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

# MOTION FOR IMMEDIATE RETURN OF INTERNATIONALLY ABDUCTED CHILDREN

#### AND

MOTION TO SET ASIDE FRAUDULENTLY OBTAINED DIVORCE, OR IN THE ALTERNATIVE, SET ASIDE ORDERS ENTERED ON APRIL 12, 2000, AND REHEAR THE MATTER, AND FOR ATTORNEY'S FEES AND COSTS

Defendant, CISILIE A. VAILE ("CISILIE"), by and through her attorneys, THE LAW OFFICE OF MARSHAL S. WILLICK, P. C., makes the above-entitled *MOTIONS* so that her two minor children, abducted from Norway on May 17, 2000, can be immediately returned to that country, where all



1

2

further proceedings should take place, and the unlawfully obtained *DECREE OF DIVORCE* can be set aside. Additionally, Cisilie seeks to set aside the order entered by this Court on April, 12, 2000.

R. SCOTLUND VAILE ("Scot") has abused the offices of this Court since his initial filings in this case, misusing its powers as part of an unlawful scheme, and he has now abducted the children in the midst of continuing court proceedings in Norway. The immediate attention of this Court is required to intervene, stop the fraud by Scot, and place this entire matter, divorce and custody, before the court that *does* have jurisdiction – the Civil Court of Norway. These *MOTIONS* are based upon all the papers and pleadings on file, the below points and authorities, and the attached affidavits.

#### NOTICE OF MOTION

TO: R. SCOTLUND VAILE, Plaintiff; and

TO: JOSEPH F. DEMPSEY, ESQ., his attorney.

EACH OF YOU will please take notice that the foregoing MOTIONS will be heard at the Clark County Family Courthouse, 601. N. Pecos Road (at Bonanza), Las Vegas, Nevada 89110, on the 13 day of , 2000, at the hour of 10,30 o'clock m. or as soon thereafter as counsel may be heard in Department G of said Court.

LAW OFFICE OF MARSHAL S. WILLICK, P. C.

MARSHAL S. WILLICK, ESQ.

Nevada Bar No. 002515

ROBERT CERCEO, ESQ. Nevada Bar No. 005247

3551 E. Bonanza Road, Suite 101 Las Vegas, Nevada 89110-2198

(702) 438-4100

Attorneys for the Defendant

28 ceof

21

22

23

24

25

26

27

LAWOFFICE OF NARSHAL S. WILLICK, P.C. 2551 East Bonanza Road Sute 101 Las Vegas, NV 89110-2198 (702) 438-4100

### POINTS AND AUTHORITIES

#### STATEMENT OF FACTS

#### INTRODUCTION

Although this case involves court orders from the United Kingdom, Norway, and this Court, and the facts are lengthy and include a well-planned international kidnaping by Scot, it is not actually a legally complex matter. This recitation of facts is detailed so that the full gravity of Scot's actions can be revealed, and because the background of the parties is important to understanding why they have done what they have done, and what must be done to protect the children at issue.

The relief sought here flows from a direct application of the rules for international abduction and the rules governing what this Court must do when it discovers that a party obtained a result by fraud before this Court. Scot has lied to this Court and has obtained a DECREE OF DIVORCE by fraud. He never established residency when he filed for divorce. In fact, he never lived here at all; he used his mother's address, and used the good offices of this Court to lay a paper trail that he could use later to place a veneer of legitimacy on an international kidnaping. He then forced the result he wanted upon Cisilie when it was convenient for him, all to the injury of the two little girls he kidnaped.

#### SCOT AND CISILIE

Cisilie met Scot in Sarpsborg, Norway in the beginning of November, 1989. They were both 20 years old. Scot was a missionary for the Church of Jesus Christ of Latter Day Saints ("LDS"). At the time they met, Scot had already lived in Norway for almost two years and spoke Norwegian fluently.

They became engaged on February 14, 1990, in Norway, two weeks after Scot was released as a missionary. He returned to Columbus, Ohio (his last place of residency before he left for Norway), to live with his father and stepmother. Cisilie followed Scot to Columbus in April and they were married in Salt Lake City, Utah, on June 6, 1990.

<sup>1</sup> Scot was represented by James E. Smith, Esq., when he obtained his divorce. He is now represented by Dempsey, Roberts and Smith. We attribute no intentional wrongdoing to counsel, only to Scot.

456

1

2

3

7

9 10

12

13

11

14

15 16

17 18

> 19 20

21

22

24

2526

27

Problems started immediately, during the honeymoon.<sup>2</sup> Scot made it clear that he did not want Cisilie to finish her education, expressing the fear that she might become a "career woman." After impregnating her, Scot forbade Cisilie to visit a doctor for prenatal care until after her fifth month of pregnancy. Scot did his best to keep Cisilie under control financially, physically, and emotionally, and made it clear that he wanted Cisilie isolated form any influences that might "interfere" with her "duties" to him.<sup>3</sup>

From 1990 through 1996, Scot attended Ohio State University and eventually received a Masters of Science in engineering. Cisilie was a homemaker. Their first daughter, KAIA LOUISE VAILE ("Kaia"), was born May 30, 1991. Cisilie sat for other children part-time to help out with the expenses while Scot was a full-time student.

Scot began fatherhood by abusing his daughter, displaying his need for control by screaming at Kaia if she crawled in the wrong direction, and holding his hand over her mouth to muffle her if she cried. Sometimes he would also hit her face, causing bruising and swelling. He would inflict almost daily spankings on Kaia's bare bottom, hitting her up to 15 times at once. Cisilie was unable to stop Scot's "punishments," but she did what she could to protect the child.<sup>4</sup>

Scot managed no better as a father when KAMILLA JANE VAILE ("Kamilla") was born on February 13, 1995. For example, when Kamilla was eighteen months old, she was recovering from an arm fracture. After the cast was removed, Scot called to Kamilla.. When the infant did not come

<sup>&</sup>lt;sup>2</sup> Scot informed Cisilie that he still loved his prior girlfriend and later drove a wave runner into Cisilie (she still bears the scar from the honeymoon vacation). He regularly "tickled" her to the point of bruising. He often forced himself on her sexually after she had fallen asleep. From our review of the history, some of which is set out below, Scot is a stereotypical controlling abuser and should be considered a physical danger to Cisilie and both children.

<sup>&</sup>lt;sup>3</sup> When Cisilie's father in Norway died in 1996, she inherited about \$35,000. Scot controlled the money and directed Cisilie to pay a \$5,000 debt that she had in Norway and deliver the remainder to pay Scot's debts. Cisilie was not allowed to use any funds for her own education, or retain any funds in her own name.

<sup>&</sup>lt;sup>4</sup> This Court has received formal training regarding the "cycle of violence" and battered women's syndrome, and knows how an abuser such as Scot makes it virtually impossible for his victims to extricate themselves from even horrible situations. Much of the history recited below is explained by the gross power imbalance in these parties' relationship. If necessary, we will present evidence from a psychologist indicating why it is so difficult for an abused spouse to adequately protect the children in an abuser's home, but given the legal issues, the merits of the custody dispute should be resolved in Norway, and thus we do not think that such testimony will be necessary here.

LAWOFFICE OF MARSHAL S. WILLICK P.C. 3551 East Bonanza Road Suite 101 Las Veças, NV 89110-2198 at once, Scott approached her, infuriated, and pulled her arm so hard he that re-broke it. Kamilla had a cast on her arm for another two months.

Cisilie was deeply unhappy in this marriage. She suggested counseling, but Scot refused, claiming that any problems were Cisilie's fault. Cisilie had no family in the United States. With no education or money, Cisilie was isolated and scared. Scot made point of keeping her completely dependent on him. Even though she felt as if she was living in a hell, Cisilie saw no choice but to take care of her children as best she could, and endure.

In 1996, Scot finished his graduate work in Ohio, and began interviewing for jobs around the country. The family took a car trip while Scot searched for employment. One of his interviews took place in San Diego, and the family stopped in Las Vegas for a few days to rest on their way to California.<sup>5</sup>

Finally, Scot accepted a position with Science Application International Corporation ("SAIC"), and moved the family to Virginia. They established residency in Virginia and remained there for about a year, until August, 1997, when SAIC transferred Scot to London, England, to work for the Swiss Bank. The family's last American address was in Virginia.

In the Fall of 1997, back in Europe, some things were better for Cisilie; she finally had a chance to attend chef school for nine months, as she had long wished, and her mother moved to London from Norway temporarily to help out with Kaia and Kamilla.<sup>6</sup> Scot did not react well to either Cisilie's desire to improve herself, or the presence of any support system for her.<sup>7</sup> Scot remained in full control of all family finances.<sup>8</sup>

<sup>&</sup>lt;sup>5</sup> To Cisilie's knowledge, this is the only time she and the girls were ever in Las Vegas, and the last time Scot was here prior to July 9, 1998. The importance of this fact is discussed below.

<sup>&</sup>lt;sup>6</sup> The girls have a great relationship with Cisilie's mother. She had visited the family in the United States at least once a year and Cisilie traveled to Norway with the children once a year (usually at Cisilie's mother's expense since Scot would not pay for their air fares).

<sup>&</sup>lt;sup>7</sup> All of this is perfectly predictable in an abusive household. See Ackerman & Kane, PSYCHOLOGICAL EXPERTS IN DIVORCE ACTIONS (3d ed. Aspen, 1998) at 582-83.

<sup>&</sup>lt;sup>8</sup> At the time that the parties separated, Scot worked as an engineer. It is believed that he earned in excess of \$100,000 per year while he worked in Europe.

Shortly after the move to London, Scot had an affair with a female missionary of the LDS church from Los Angeles who was serving her mission in England. They spent much time together and spoke on the phone almost every day. In March, 1998, the girlfriend went back to Los Angeles. Scot began expressing his desire to get a divorce, stating that he wanted to quickly marry his new girlfriend.

In May, 1998, Scot's mother and stepfather came from Maine, where they lived, to visit him in London. They informed Scot that they were planning to move to Las Vegas. It was around this time that Scot apparently found out that Nevada granted divorces without requiring waiting periods or separations.<sup>9</sup>

Sometime after the first week of May, Scot's mother and stepfather left England and returned to Maine. Some time during the next 30 days, they apparently moved to Las Vegas, found a place to live, and informed Scot of the address of the house they rented. Scot apparently began writing to his various credit card companies, etc., while living in London, to notify them to begin sending his mail to his mother's new address. He then "explained" to Cisilie that "U.S. law" allowed him to establish residency by saying that he changed his address.

It was also in May that Scot presented Cisilie with a short "parenting agreement" in anticipation of getting divorced. The agreement was so abhorrent<sup>13</sup> that she agreed to go to his

<sup>&</sup>lt;sup>9</sup> The last matrimonial domicile for this family in the United States was Virginia, which has comparatively onerous procedural and substantive requirements for divorce, including a one-year separation before filing is allowed. England has a one-year durational residency requirement.

<sup>&</sup>lt;sup>10</sup> According to public records, on June 1, 1998, that house, at 7640 Little Valley Avenue, changed hands from the Lloyds to the Baxters. Jane Fiori apparently rented the house from the Baxters sometime in the first two weeks of June.

<sup>&</sup>lt;sup>11</sup> This is the address used by Scot in his State of Nevada filings. Scot apparently inquired with counsel, because he found out about the six week residency requirement in this state. As set out in detail below, it appears that Scot timed his divorce filing from the date his *mother* claimed to have arrived in Las Vegas from Maine.

<sup>&</sup>lt;sup>12</sup> Of course, this was nonsense, since the matter of residence is statutory. See NRS 41.191. Again, it must be remembered that Cisilie had been in a position of subservience for years, so it is no great wonder that she believed most anything he told her.

<sup>13</sup> The original document gave Scot custody of both girls after their 8th birthdays, and made sweeping statements about the girls' acceptance of the Mormon religion – that had the girls not "accepted the tenants" of the religion to his satisfaction, they would immediately be remanded to Scot's sole care. What is notable about this document, and these transactions, is that Scot believed – and led Cisilie to believe – that a husband had the "right" to "instruct" his wife in

LAWOFFICE OF MARSHAL S. WILLICK, P.C. 3551 East Bonanza Road Sute 101 Las Vegas, NV 89110-2198 (702) 438-4100 "lawyer friend" in London. 14 She begged Scot to Scot adjust the agreement to be less rigid. She also requested that he allow her to relocate to Norway for at least a year. Scot worked on the Agreement with his London acquaintance; Cisilie's further input was not invited.

Scot was not in the habit of asking Cisilie for her consent to anything, and he simply informed Cisilie in early June, 1998, that "in order to expedite proceedings," he would take the younger child, Kamilla (at the time only three years old) and go to Las Vegas to seek a divorce, leaving Cisilie and Kaia in England. Of course, Cisilie was strongly against splitting up the children.

Scot seized and hid the children's Norwegian and American passports so that Cisilie could not find them. In light of Scot's words and actions, Cisilie was not certain if she would ever see her daughter again, and she called the police in London to inquire about what she could do to prevent the taking of her child. The London police advised Cisilie to contact a solicitor and seek a restraining order against Scot preventing him from taking Kamilla out of the United Kingdom.

#### UNITED KINGDOM PROCEEDINGS

Cisilie made the call, and spoke to one Paula Bruce, who was able to obtain an emergency order based on the phone call alone.<sup>15</sup> On June 8, 1998, a restraining order was placed against Scot from the Principal Registry of the Family Division, Somerset House Strand London. The restraining order was released by a second order, which has Scot's signature on page two under the promise that if he breaks any promises made to the court, that he may be sent to prison. *See* Exhibit A. The order states:

Robert Scotlund Vaile [appeared in person] and gave an undertaking to the Court promising whether by himself or by encouraging or instructing others not to remove either child from the jurisdiction of the Court, not to apply for a replacement passport or any other travel document, and to deliver up forthwith to the applicant's solicitor all passports in his name

this way. It is a telling point about the power imbalance in this relationship that Cisilie was actually thankful that Scot made the final document "kinder" to her than the original had been, while still believing that he could impose such terms as he would, and did.

<sup>14</sup> Cisilie is uncertain of this man's name, but believes it to have been Guinn.

<sup>15</sup> Like most European countries, England has a civil legal aid system, roughly analogous to the American public defender system in criminal cases. See Legal Aid Act of 1988. She had no funds to finance a case. The parameters of the British Barrister/solicitor system are beyond the scope of this motion.

and in the names of the applicant and the said children in his possession, and not to remove the children from the care of the Applicant until 8/7/1998 at 4:00 p.m.

[Emphasis added.] In other words, the London court restrained Scot from leaving the United Kingdom from June 8, 1998, through July 8, 1998, and took Scot's passport.<sup>16</sup>

In the intervening month, Cisilie actually met Ms. Bruce, and asked whether it would be possible to obtain a divorce through the London courts. The solicitor's opinion was that London would not accept jurisdiction over the marriage since the family had not yet lived in London for a year, and suggested (correctly) that the parties' last American residence, Virginia, remained their state of legal residence and the place where any divorce complaint should be filed. Cisilie accepted the solicitor's advice, did not look further into the matter, and resigned herself to trusting Scot, who had money and lawyer friends, and claimed that he "knew what to do" and that she should "stay out of it." Unfortunately, at about this time, Cisilie's mother had to return to Norway, further isolating Cisilie from emotional or other support.

The parties continued to live together. On July 7, 1998, Scot "allowed" Cisilie to see, but not keep, a new version of the "custody agreement" ("Agreement"). Although she knew he had been working on it, Cisilie was allowed no input the complex twenty-three page document, now attached to the *DECREE OF DIVORCE*, the contents of which are shocking.<sup>17</sup>

The Agreement contained a bizarre term requiring Cisilie and the children to move to one of a listed number of cities in the United States, apparently presuming that Scot would be in the U.S. as of 1998, but providing that Cisilie would have "no obligation" to move to the U.S. before July 1. 1999. See Agreement at 9.

Scot told Cisilie, and she believed, that she had "no choice in the matter." While Cisilie had little opportunity to review the document, she believed that it was better than the original had been, since it at least guaranteed that the children would remain with her until they were both at least ten

-8-

<sup>16</sup> As the later kidnap from Norway would prove, the lesson Scot took from these events was to move suddenly, so that local authorities would not have time to apply law to restrain what he might want to do.

<sup>&</sup>lt;sup>17</sup> Although not important to the legal issues actually before this Court, we note that the "Agreement" falsely claimed that the couple's total assets were \$500 or less, denied all alimony to the unemployed housewife, while Scot was making more than \$100,000 per year and Cisilie had worked to put him through school, and is in all respects a virtual model of the kind of completely one-sided arrangements imposed on victims by their abusers.

years old. When Cisilie nonetheless expressed doubts about the document, Scot had Cisilie speak with his lawyer, who provided a phone number to "an independent lawyer" in Las Vegas with whom Cisilie could "consult." On the consult.

Per Scot's demand, he remained in the room while Cisilie made the call as instructed. After a five minute conversation with the "Las Vegas lawyer," Cisilie was advised that the agreement was "equitable and fair." By this time, Cisilie had no money and no job, and had not eaten or slept properly in weeks. Scot managed to convince her that no matter what the British court stated, he could "override" it. He again reminded her that she had to sign the Agreement or he would "fight her in court for custody for the rest of [her] life." He assured her that he had the means to get custody, and once he had it, he would make sure that Cisilie would never see her children again. 21

On July 7, During the final hearing in the British Court, Scot appeared personally and his passport was returned to him on July 8. A second order was issued the next day. *See* Exhibit B. The order granted Cisilie physical custody of both children,<sup>22</sup> and gave Cisilie her own passport and those of the girls.<sup>23</sup> The Court specifically allowed Cisilie to remove the children permanently from the jurisdiction, as she had stated that she wished to return them to her native Norway.

Cisilie had no means to retain counsel, no family upon which to rely, and no time to seek assistance. While there were many points in the Agreement that Cisilie could see were bad for the

<sup>18</sup> Agreement at 7. Of course, Scot's kidnap violated this provision of his unilateral terms as well.

<sup>&</sup>lt;sup>19</sup> Cisilie was handed a piece of paper with a name and a telephone number on it of a purported Nevada attorney. This was allegedly the London lawyer's version of getting Cisilie her own counsel.

<sup>&</sup>lt;sup>20</sup> Cisilie does not remember the name of the person with whom she spoke, and we have no information whether this person was actually a lawyer of any kind, or not. Frankly, we doubt that any attorney would knowingly have been a part of such a scheme (see, e.g., Sogg v. Nevada State Bank, 108 Nev. 308, 832 P.2d 781 (1992)) not only because of the obvious coercion, but because Scot's actions throughout these transactions indicate duplicity.

Now that Scot has obtained physical custody of the children, he has to date denied Cisilie any visitation with her daughters. We do not know the physical of emotional condition of the children with any degree of assurance.

<sup>&</sup>lt;sup>22</sup> In British terminology, the court granted a "Residence Order in respect of each child to the Mother."

<sup>&</sup>lt;sup>23</sup> As is typical for him, Scot now insists that these orders somehow told Cisilie to give the children's passports to *him*; his recent e-mail correspondence to Cisilie makes it clear that he is either delusional about those proceedings, or (far more likely) is simply attempting, as abuser's do, to re-write history for their victims so that they were "right" and the victims "wrong" all along, no matter what *actually* happened. *See* Ackerman, *supra*, at 586-87 (discussing spouse abuse accommodation syndrome).

children, and others she did not understand, she felt she had no option but to comply with Scot's demand and sign the "Agreement." Cisilie was genuinely afraid of what Scot would do if she refused to sign, and particularly of his threat to immediately, and permanently, disappear with at least one of the children.

Early on the morning of July 9, 1998, Scot brought Cisilie to the American embassy where her "voluntary" signature was witnessed about an hour before Scot left London for the United States. On information and belief, this plane trip on July 9, 1998, was Scot's *first* trip to Las Vegas since 1996.<sup>25</sup>

#### STATE OF NEVADA PROCEEDINGS

Signed "Agreement" in hand, Scot signed his Complaint for Divorce in Las Vegas on July 14, 1998, *five days after his departure from London*, using his mother's newly acquired Las Vegas address, and claiming falsely that he had been living in Las Vegas since at least June 2. Attorney James Smith signed the Complaint on July 14, and that was the date used to notarize Scott's signature on the *Agreement* by notary Melodi Leavitt.<sup>26</sup> Scot applied to the DMV for a driver's license that day, as well.<sup>27</sup>

What she *did* understand (and Scot stressed) was that if she signed his papers, both children would live with her for at least the next several years (until they turned ten years old), and Scot would not object to Cisilie returning to Norway with the children for at least a year. He knew, of course, that her greatest wish was to move home to Norway where she and the children could get the support they needed from Cisilie's family and friends.

<sup>&</sup>lt;sup>25</sup> Scot's last place of residency before London was the State of Virginia; and the family had only spent a few days in Las Vegas as visitors during their road trip to San Diego in 1996.

<sup>&</sup>lt;sup>26</sup> The Court is already familiar with the history of Ms. Leavitt, who at that time was attorney James Smith's secretary. Ms. Leavitt apparently did most of the work in the file. She notarized Scot's affidavit attached to the Complaint, purportedly in person in Las Vegas on July 14, and appears to have personally drafted the rather too-clever Residency Affidavit discussed below.

<sup>&</sup>lt;sup>27</sup> We have conducted as thorough an investigation under NRCP 11 as possible in the time permitted, and are well satisfied as to both the facts and the law underlying this Motion, although we have not had the luxury of fully documenting all particulars. This is an emergency motion, and we are convinced both that there is a real physical danger of violence, based on history, and a reasonable risk of flight by Scot to avoid justice, since he has already done so. Accordingly, we will be requesting a hearing on shortened time, and an order compelling production of the children before the Court.

A few days after Scot signed the divorce Complaint, he flew to Los Angeles to be with his new girlfriend. Scot was only physically present in Las Vegas for a few days between July 9, 1998, and mid-July 22, 1998.<sup>28</sup>

The COMPLAINT FOR DIVORCE and an ANSWER IN PROPER PERSON were transmitted to Cisilie on July 14, under cover of a memorandum from Melodi Leavitt. See Exhibit D. Cisilie, having been told that if she did not sign the papers Scot would take the children, signed them and sent them back to Scot's counsel.

In an affidavit dated July 15, one Vangeline Leatherman signed an AFFIDAVIT OF RESIDENT WITNESS on Scot's behalf. Apparently, when this case was submitted on summary disposition, no one checked the affidavit closely enough to notice that it is worded in a way that the witness has not sworn to ever actually seeing Scot, in or out of Clark County:

That I [Vangeline Leatherman] have been a resident here several years, and for more than six weeks I have known Plaintiff and have seen Plaintiff physically present in Clark County, Nevada on an average of 3-4 times weekly, unless stationed out of the state with his employer, and therefore know of my own knowledge that R. SCOTLUND VAILE is an actual bona fide resident of the State of Nevada, County of Clark.

[Emphasis Added.] During the six week period sworn to, of course, Scot was confined to London and had no access to his passport. Since he apparently only spent a few days in Las Vegas, the "3-4 times weekly" note appears to be nothing less than an *outright fabrication*. Our investigation indicates that the "residency witness" is actually Scot's "Aunt Vangie," who apparently was in on the false residence claim.<sup>29</sup>

Scot's divorce decree falsely claimed that there were no marital assets. No Affidavit of Financial Condition was produced, and Scot retained all of the cash which (on information and

<sup>&</sup>lt;sup>28</sup> Scot apparently traveled to the United States from London on July 9, and made his way to Las Vegas to sign his affidavit confirming residency by July 14. It is *known* that by July 22, he was in San Francisco, from which he traveled to Los Angeles, where his girlfriend lived. *See* Exhibit C. Cisilie understands that Scot had relatives in San Francisco that he may have visited prior to going to Los Angeles, so it is not certain how many days he spent in Las Vegas between his departure from London on July 9 and his arrival in Los Angeles on July 22. In any event, it is clear that Scot spent less than two weeks in Las Vegas.

<sup>&</sup>lt;sup>29</sup> This Court has stated its desire to curb the practice of perjury in this jurisdiction by actively referring perjurers to the District Attorney for prosecution. We respectfully suggest that this might be one such appropriate case.

belief) was considerable. Other than the required minimum child support, Scot left Cisilie completely destitute.

With nothing other than her two children to show for eight years of marriage, Cisilie moved herself and her daughters to Oslo, Norway by July 13, 1998, 30 where the children remained until they were recently kidnaped. Cisilie took her first job shortly after she moved to Oslo, as a teacher for 8th through 10th grades for home economics and English. 31

Meanwhile, after visiting his California girlfriend for a few weeks in July, 1998, Scot returned to work in London in the first week of August, having visited the United States for a total of about 30 days. Although the exact date of his return is unknown, Cisilie is aware that Scot brought his sister, Heather Dunbrack Cameron<sup>32</sup> ("Heather"), back to Europe with him.<sup>33</sup> Starting in August, 1998, Scot began to visit the children monthly, for two days at a time.

Meanwhile, back in Las Vegas, Mr. Smith filed the Complaint for divorce on August 7, by which time Scot had returned to England. Mr. Smith submitted the decree for summary disposition around August 10. For some reason it was not filed until August 21, 1998, weeks *after* Scot had returned to London. The *Decree* is unremarkable (as to the subject matter of this Motion) except for two items: it incorporates by reference the twenty-three page *Agreement* and it contains a Hague Convention notice. Article IV, paragraph 2(a), on Page 7 of the Agreement, states:

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

<sup>&</sup>lt;sup>30</sup> The census forms establish the start of Norway residency for Cisilie and the children, and it is considered a fact in the Norway court proceedings. Exhibit E.

<sup>&</sup>lt;sup>31</sup> Cisilie still holds this position, which she liked because it is flexible for picking up the children after school and allows she and the children to share the same holidays.

<sup>&</sup>lt;sup>32</sup> Heather has divorced and remarried, and Cisilie isn't sure which name she is going by now.

<sup>&</sup>lt;sup>33</sup> Cisilie was on friendly terms with Heather when she and Scot first visited the children in Norway, on or about August 15, 1998. Heather told Cisilie stories of the many dates she had and places she had seen in London just prior to coming to Norway. This would indicate that Heather and Scot spent at least several days in London prior to visiting Norway.

In conformity with federal and Nevada law, the DECREE states on page 3, lines 4 through 10, that the Hague Convention shall "apply if a parent abducts or wrongfully retains a child in a foreign country."

In late Spring, 1999, Scot informed Cisilie that he wanted to live in London for one more year because he was making a lot of money with his job. He claimed that his contract would end on December 31, 1999, but there would be no problem extending his employment in London. He "allowed" Cisilie and the children to continue living in Oslo, and he still offered no financial help. Cisilie continued to save all the money she could in anticipation of the future forced move to the United States.

To facilitate his job and his desires, Scot wrote a "modification" to the Agreement, under which he ordered Cisilie to bring the girls to him in London once a month. The draft was mailed to Cisilie around February 16, 1999. See Exhibit F. The "Modification" expressly extended the period in which Cisilie was "not required to move to the U.S." from July, 1999, to July, 2000. It also required Cisilie to provide all transportation for Scot's visitation at her own expense, even though he earned substantially more than she did. It appears that Scot never filed the final version of his "modification." and he has the only signed copy of the document.<sup>34</sup>

For the next eight months, Scot remained in London, and Cisilie remained in Oslo. Between March and November, 1999, Scot only saw the children when Cisilie brought the children to visit in London.

Although Scot made it clear that he was allowed to have girlfriends even during the marriage, he expected Cisilie to remain alone even after their divorce. In October, 1999, however, Scot discovered that Cisilie had a boyfriend, one Kjetil Porsboll("Kjetil"). Furious, Scot ordered Cisilie over the phone from London to move with the children to Chicago by the 1999 Christmas holiday.

Since Chicago was not listed in the Agreement, Cisilie refused. Las Vegas was listed in the Agreement due to its being Scot's supposed "residence," despite his never having lived there. When Scot had forced Cisilie to sign the original Agreement, he had made a point of telling her that he "had

<sup>&</sup>lt;sup>34</sup> This modification is not lodged in the Blackstone index, and we do not know its entire contents. Cisilie's copy is a "first draft only", which is not dated nor signed.

to" list Las Vegas as a potential city because he was filing papers there, although he "would never make" her move to Las Vegas. Since she refused to move to Chicago, however, Scot told Cisilie that she and the children were going to move to Las Vegas. In the meantime, by November, 1998, Cisilie was engaged to Kjetil. 36

#### **NORWAY PROCEEDINGS**

Based on Scot's promise when the Agreement was signed that Cisilie and the girls would never be compelled to live in Las Vegas, she refused to move to Las Vegas, and for the very first time, she spoke with a lawyer in Norway, one Elisabeth Hagen.<sup>37</sup> Scot, livid at having been defied, "informed" her that "kidnaping in this case is not illegal or wrong." At the advice of Ms. Hagen, Cisilie then stopped taking the girls to London to avoid their exposure to kidnaping. Cisilie allowed Scot to visit with the children in Norway, but kept those visitations supervised.

Ms. Hagen also advised Cisilie for the first time that there was a question about the legitimacy of the Nevada divorce proceedings and the custody arrangement Scot forced on her in his "Agreement." She told Cisilie to begin proceedings in Norway to determine whether she in fact had to move to the United States under the very questionable "Agreement." On November 8, 1999, Cisilie applied to the court in Oslo to allow her to stay in Norway with Kaia and Kamilla, who by that time had lived continuously in Norway for about a year and a half.

At the end of November, 1999, Cisilie took a trip to the United States to check on her residency status, a precaution in anticipation of Scot's insistence on a forced move under the Agreement. Cisilie was informed by American immigration authorities (pass control) that she would

<sup>&</sup>lt;sup>35</sup> We note in passing that Scot's demand was in violation of his own forced "Agreement" terms, since the Agreement requires Cisilie to only move to the U.S. to be "within twenty miles of Scotlund's place of residence in whichever of the Accepted Metropolitan Areas that he shall have selected," and he continued to live *in London*. Scot wanted Cisilie to move across the Atlantic ocean to break up her engagement to Kjetil.

<sup>&</sup>lt;sup>36</sup> The children were happy and exited about the wedding planned for June 2000. They were going to be the bridesmaids and their dresses were all set for the big day. Unfortunately, Scot kidnaped the children on Constitution Day, May 17, 2000, and all plans have been put on hold pending the outcome of these proceedings.

<sup>&</sup>lt;sup>37</sup> She had little funds at this point to mount a defense against Scot. Norway is financing this case, with the expectation of later reimbursement, as it believes the battle for custody under the Hague Convention belongs in Oslo, not Las Vegas.

6

7

1

8 9

11 12 13

10

14 15

> 16 17

18 19

20

21

22 23

24

25 26

27

28 LAWOFFICE OF East Bonanza Road

MARSHALS WILLICK PC Suite 101 as, NV 85110-2158 (702) 438-4100

lose her residency status. The immigration officer wrote "advised" in her passport and told her to surrender her "green card" at the American embassy in Oslo. She was advised that her children could make application for her to be permitted to visit the United States when they turn 18 years old.

In other words, Cisilie is not allowed to live or work in the United States at this time, and could not lawfully comply with the terms of the "Agreement" if she wanted to do so. The "Agreement," on its own terms, provides that if a clause is illegal, void, or unenforceable, it is to be disregarded.<sup>38</sup> Agreement at 20, Paragraph 7.

On advice of counsel, Cisilie initiated proceedings in Norway on the parties' respective rights and obligations. In order to obtain a decision from the Norway court,<sup>39</sup> parties must participate in three sessions of court-monitored mediation.<sup>40</sup> a process similar to that of our Family Mediation Center ("FMC"). Cisilie made application to commence mediation session on November 8, 1999, by her REQUEST FOR MEDIATION. See Exhibit G. Scot participated in two of these sessions and the parties received a certificate recognizing that they had completed the mediation requirement on January 17, 2000. Exhibit H.

Scot was apparently not satisfied with his progress, and decided to hedge his bets by initiating proceedings before this Court with his February 18, 2000, MOTION. We stress here that Scot deliberately did not advise this Court of the proceedings in Norway, in violation of our court rules,41 although the Norwegian court was made aware of proceedings in this country.

<sup>&</sup>lt;sup>38</sup> Thus, Cisilie was not required to move to the United States with the children. Cisilie will ask whatever court eventually is found to have jurisdiction to construe this Agreement to make an express finding to this effect. Presumably, Scot (who has ready access to legal counsel for years) discovered this and was so advised, and then elected to resort to international kidnap.

<sup>&</sup>lt;sup>39</sup> The Oslo Municipal Court.

<sup>&</sup>lt;sup>40</sup> This is the mandatory path under Section 26 of the Norwegian Marriage Act and Sections 34 and 44 of the Norwegian Children Act.

<sup>41</sup> See EDCR 5.39.

LAWOFFICE OF MARSHAL S. WILLICK P.C. 3551 East Bonanza Road Suite 101 Las Vegas, NV 89110-2198 (707) 438-4100

#### LAS VEGAS PROCEEDINGS

After notice of entry of the *DECREE*, the next Las Vegas filing did not occur until Scot's *MOTION*<sup>42</sup> on February 18, 2000. This was more than three months *after* the proceedings in Norway had begun. Scot's *MOTION* completely fails to mention that proceedings were ongoing in Norway for the custody of the children, or that their residency in Norway had already been established under the Hague Convention rules. The *VERIFICATION OF SERVICE* shows proof of service through Norway counsel of Scot's *MOTION*.

On March 24, 2000, Cisilie filed a COMPLAINT AND PETITION FOR AN INTERIM DECISION on March 24, 2000. See Exhibit I. This document (essentially a motion) requested an interim order confirming that she was Primary Physical Custodian of the children, providing visitation for Scot in Norway, and requesting attorney's fees and costs. Of note in this pleading is the analysis that the children had lived in Norway continuously from July 13, 1998, that this arrangement was by agreement of the parties and consent of the London court, and that no establishment/finding of residency in Norway would conflict with any other law. The pleadings noted all proceedings ever initiated by the parties anywhere, and asked the court, where the children had been living to determine the parties respective rights of custody and visitation, taking into account the Agreement, the Divorce Decree, and the legitimacy of all proceedings.

The Norway court ordered Scot to respond no later than May 8, 2000. Exhibit J. Scot's Norway counsel requested an extension to respond to the *COMPLAINT* until May 19, 2000, as they

<sup>42</sup> PLAINTIFF'S MOTION FOR AN ORDER DIRECTING DEFENDANT TO APPEAR AND SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR FAILING TO RETURN THE MINOR CHILDREN TO NEVADA; THE IMMEDIATE RETURN OF THE MINOR CHILDREN TO [SIC] THE COUNTRY OF THE UNITED STATES AND THE STATE OF NEVADA; FOR AN ORDER AWARDING PLAINTIFF PRIMARY PHYSICAL CUSTODY OF THE MINOR CHILDREN; ATTORNEY'S FEES AND COSTS.

expected to speak with Scot in person on May 16th. Exhibit K.43 The Norwegian proceedings waited for Scot's response.

The last thing Scot wanted was a decision on the merits by a fully-informed court. While stalling the Norwegian proceedings, Scot moved the Nevada proceedings to hearing. The motion hearing was held on March 29, 2000; this Court was unaware of the ongoing Norwegian motion hearing, or of any opposition by Cisilie, and the Court granted Scot's *MOTION* "in full." Five days later, on April 3, 2000, this Court received an opposition from Cisilie's Norway counsel, Elisabeth Hagen, entitled "Answer to District Court, Clark County, Nevada." It resembles a letter, in keeping with local practice in Norway.

Page one of the "Answer" attempts to inform the Court that no one in the marriage ever lived in Nevada and proceedings for custody of the children are ongoing in Oslo. Pursuant to this Court's stated policy of not receiving *ex parte* correspondence, the "Answer" was rejected, unread, as a letter to chambers. The next day, the Clerk of the Court handwrote a cover sheet entitling the document *RESPONSE TO PLAINTIFF'S MOTION* and filed it on April 4, 2000.

It appears that the Court never learned of the existence of the document, or its contents, and it was not considered in the March 29, 2000, decision. Opposing counsel never mentioned to the Court the existence of the "Answer" or its notice of lack of subject matter jurisdiction, and the *ORDER* was prepared and entered on April 12, 2000. One month later, Scot kidnaped the children in Oslo.

Robert Scotlund Vaile c/o Jane & Frank Fiori 7640 Little Valley Avenue Las Vegas, NV 89117, USA

This was Scot's mother's address, not Scot's address; he has never lived there, to the best of our knowledge. We have reason to believe the Fioris are no longer at this address; they apparently purchased a home in Henderson in on May 4, 2000.

<sup>&</sup>lt;sup>43</sup> The delay matched Scot's plans for the kidnaping perfectly. He swiped the children the day after he met with his lawyers, on May 17<sup>th</sup>. All of the filings by Scot's Norway counsel listed Scot's address in this country as:

LAWOFFICE OF NARSHAL S. WILLICK P.C. 3551 East Bonanza Road Subs 101 Las Vegas, NV 89110-2198

#### THE KIDNAPING OF KAIA AND KAMILLA

At the outset, it should be noted that parental kidnaping is something of a tradition in Scot's family. Both of his natural parents have used "self help" several times while Scot and his siblings were children. After Scot's mother, Jane D. Fiori ("Jane"), married five times herself, divorced Scot's natural father in Columbus, Ohio, she took her children to Idaho and lived in hiding there for years. Scot's natural father, George ("Buck") Vaile, kidnaped the children back to Ohio *three times*. Jane kidnaped them back to Idaho. Buck and his current wife were also involved in the kidnaping of Kaia and Kamilla from Norway. Cisilie believes that Buck financed the parental kidnaping in this case, a "passing of the torch" to his son. Buck's sister is apparently "Aunt Vangie," the fraudulent residency witness.

May 17<sup>th</sup> is "Constitution day" in Norway – a major holiday and a very special day for Norwegians to spend with close family. Scot, who had spent his two-year LDS mission in Norway and speaks the language fluently, knew that it would be the perfect day for a kidnaping. It is a day when Oslo is packed with people, especially children, wearing the national costumes, and thus look alike because they wear the same clothing. Kaia and Kamilla wore their national costumes this day. See Exhibit L. It is also a day when there is likely to be reduced staffing on border crossings and other agencies.

Scot and his current girlfriend, Anne Fonde De Borgraaf ("Anne"). He met with Cisilie and her boyfriend, Kjetil, and the children May 16, 2000. The next day (Constitution Day), both couples and the children spent time together watching the various parades. Scot informed Cisilie that he and Anne planned to stay only one more day for the visit. Cisilie did not notice anything odd about those plans, but she did notice that Scot and Anne spoke frequently on their cellular phones throughout the day.

Scot told Cisilie that they had a difficult time reserving a hotel room over the holiday, and so he "had to take a suite" at one of the best hotels in Oslo. He mentioned how it was convenient for the visit and it had a restaurant attached. A table was reserved for dinner.

<sup>44</sup> This is not the same girlfriend that was on her LDS mission in London when Scot started to seek a divorce.

At 5:30 p.m. on Constitution Day, the two couples and the children had dinner at this restaurant. Afterwards, everyone went up to the hotel suite because Scot wanted to give a birthday present to Kaia, whose birthday was at the end of the month.

Kaia received her birthday present and was told that they (Scot and Anne) had a surprise, a "secret," in the other room. Scot, Anne, and the children went into the room while Cisilie and Kjetil were sitting in the living room. Scot returned after a minute and engaged them in a heated emotional discussion where he accused Cisilie and Kjetil of deceit and making visitation difficult for Scot. He maintained this argument for 45 minutes. He then quickly stood up and walked straight out of the hotel room without saying another word. Cisilie ran to the door where she thought the children were. The door was locked. Cisilie ran down to the front desk while Kjetil surveyed the room. He found that there were no personal belongings there.

Cisilie realized that Scot was kidnaping the children. Scot had taken the girls and disappeared. The children's room had a separate door to the hotel hallway, and the girls were immediately whisked away when they first entered the room for the "secret." Scot's accomplices silenced the girls during their abduction; Cisilie and Kjetil heard nothing.

Scot had left a letter<sup>45</sup> at the reception desk for the police if they "had any questions." Cisilie called the police and gave a report. Exhibit M. The police then called the airports and border checkpoints to search for the missing children and stop Scot; Interpol was alerted. Subsequent investigation has shown the planning that went into the kidnaping.<sup>46</sup>

The authorities believe that the children were probably taken in a car across the border to Sweden, separated, and sent with different adults to other European countries for eventual travel to the United States. Interpol was unable to stop Scot and the children from leaving Europe.

<sup>&</sup>lt;sup>45</sup> The envelope contained a copy of the Order from this Court entered on April 12, 2000, nothing more.

<sup>46</sup> It turns out that the room had not been a last-minute option, but had been reserved in April for May 17, 2000, for the purpose of kidnaping the children. The hotel (uniquely in Oslo) has a parking garage with an assigned space corresponding to the rented suite. This gave the getaway car coverage from the public eye and ensured a quick run for the border. Consistent with the fast getaway, Scot did not pay the bill for the hotel room and the dinner. However, the hotel had his credit card number, and even though there was no credit available on the card, the hotel was able to get the money through the credit card company.

The kidnaping was a family affair for Scot and his clan. Cisilie discovered, through friends in London, that Scot's brother-in-law, Scott Bishop, had been in Norway for Constitution Day. The police found records that Scot and his brother, Victor Vaile, had each rented a car each on May 16, 2000. Both cars were returned the next day. Victor rented a different car from a different company only a few minutes after he returned the first one – a second getaway car to confuse the authorities. Since Cisilie had exclusive possession of the children's passports since the London courts had granted them to her (and specifically *not* to Scot) in 1998, Scot must have made an illegal application for more passports.

The day after the kidnaping, Cisilie filed her *PETITION FOR AN INJUNCTION AGAINST LEAVING THE COUNTRY*.<sup>47</sup> Exhibit N. It acknowledges that Scot had never made a demand for return of the children under Article 11 of the Parental Kidnaping Prevention Act of the country of their habitual residence, as required by the law of that country.

Scot's Norway counsel filed its *RESPONSE* and sought dismissal of the Norway proceedings citing sections of the Norwegian Children and Parents Act and the Parental Kidnaping Prevention Act. Exhibit O.

The ORDER issued by the Norway court states detailed findings consistent with our recitation of the facts. See Exhibit P. Cisilie was granted Primary Physical Custody of the children for the duration of the case with a supervised right of visitation to Scot in Norway, and Scot has been ordered to pay the attorney's fees and costs for the action. Page 2 of the decision states:

The court is aware that there is an American Court Order concerning physical custody. What significance should be placed upon this must be considered in more detail in connection with the main case [i.e., in Norway].

Scot was ordered to turn over the children's passports. This *ORDER* was immediately transmitted to the Oslo police for confiscation of the passports, Norwegian and American, from Scot. Of course, he has not complied.

Cisilie made an APPLICATION FOR RETURN - KIDNAPING OF CHILDREN to The Norwegian Ministry of Justice and Police on May 19, 2000. Exhibit Q. Request was made for the

<sup>&</sup>lt;sup>47</sup> The injunction is sought under Section 43 of the Norwegian Children and Parent's Act.

LAWOFFICE OF MARSHAL S. WILLICK, P.C. 3551 East Bonanza Road return of the children under the Hague Convention and the Parental Kidnaping Prevention Act and names all of the accomplices known to have helped Scot with the kidnaping. The Norwegian Ministry of Justice and Police transmitted the application in its own form to the Office of Children's Issues, United States Department of State. Exhibit R.

On May 20, 2000, Cisilie received a telephone call from Kaia. She stated that Buck and his wife had taken her to the United States for a "visit," but Kaia was not allowed to disclose her location. Kaia started to cry and gave the phone to Kamilla. Kamilla attempted to speak English, but she had difficulty with it, as it is a new language for her. She was able to communicate that Scott Bishop was the "secret" in the hotel room. Cisilie was only able to speak with them for one minute each. After a few weeks had passed, Kaia called Cisilie and stated that she was allowed to call every Sunday, but only when Scot was home. The calls would be heavily monitored and censored.

### SCOT CAUSED AN INTERNATIONAL INCIDENT

The national news broadcast of Norway, in prime time on May 25, 2000, carried the story of the kidnaping. A videotape clip is attached as Exhibit S. It shows pictures of the children, an interview with Cisilie, the Oslo police discussing Interpol's involvement in the investigation, the hotel room, and an interview with Jan Gootas, Director of the Justice Department of Norway. Scot's actions have caused a national concern in that country of international kidnaping.

The most recent pleading in the Norway court is the *UPDATE OF STATUS CONCERNING* ACTUAL SITUATION filed by Cisilie on July 7, 2000. Exhibit T. It details that all telephone communication between Cisilie and the children are monitored and controlled by Scot, calls are short and infrequent, Scot has moved the children to Texas, and moves for divorce in the Norway court as the *DECREE OF DIVORCE* obtained in this jurisdiction was procured by Scot's fraud.

Cisilie discovered, through friends in this country, that Scot has purchased a ranch in Pilot Pointe, Texas, together with his sister, Heather. Scot has never sought permission from this Court to "move" the children to Texas. He has recently moved to domesticate this Court's April 12, 2000, order in anticipation of a supervised visitation between Cisilie and the children in Texas. Exhibit U. This office has secured counsel in Texas to block those efforts until this Court can review these

facts and expunge the fraudulently-obtained orders, thus preventing Scot from using them as the basis of orders in other states or countries. Exhibit V.

# HEALTH AND WELFARE OF KAIA AND KAMILLA

Kaia and Kamilla had a good life in Oslo, full of friends and family. Exhibit W. Their school work is good, they receive medical care when needed and have regular check ups. Exhibits X and Y.

Scot has moved the children to a rural town in Texas to a house isolated from everyone. He lives there with his sister. The children are constantly watched by the adults and all of their contact is closely monitored. One of the children is being home schooled and the other is closely guarded at all times. Essentially, Scot has isolated the children and there is no control on parental alienation, which on information and belief is intense, ongoing, and constant. We believe that he is attempting to program the children to mirror his desires; removed form any lawful constraints, we presume he will eventually succeed. Time is of the essence.

### **GOVERNING LAW AND ANALYSIS**

### A. INTERNATIONAL ISSUES

#### INTRODUCTION: FRAMEWORK OF THE HAGUE CONVENTION

Cisilie's motion seeking the return of her children is governed by the Hague Convention and its implementing legislation, the International Child Abduction Remedies Act ("ICARA"), 42 U.S.C. §§ 11601-11610. As a treaty entered into by the United States, this law is on par with the Constitution of the United States, and supersedes any conflicting statute, case, or rule.

The Hague Convention, adopted in 1980, addressed the increasing problem of international child abduction in the context of international law while respecting rights of custody and visitation under national law. According to the Preamble, the Convention aims "to protect children internationally from the harmful effects of their wrongful removal or retention and to establish procedures to ensure their prompt return to the State of their habitual residence . . . ." Hague Convention, Preamble, T.I.A.S. No. 11,670 at 4.

The twin objectives of the Hague Convention are (1) "to secure the prompt return of children wrongfully removed [] or retained," and (2) "to ensure that rights of custody and of access under the law of one Contracting State are effectively respected in the other Contracting States." Id., Art. 1; see also In re Prevot, 59 F.3d 556, 558 (6th Cir. 1995). [Emphasis added.] One of the paramount purposes of the Hague Convention is to "restore the status quo and deter parents from crossing international borders in search of a more sympathetic court." See Nunez-Escudero v. Tice-Menley, 58 F.3d 374, 376 (8th Cir. 1995) [Emphasis added].

The "cornerstone" of the Convention is the *mandated return* of the child to his or her circumstances immediately prior to the abduction if one parent's removal of the child or retention in a signatory state has violated the custody rights of the other, and is, therefore, "wrongful." *See Feder v. Feder*, 63 F.3d 217, 221 (3<sup>rd</sup> Cir. 1995) (discussing Hague Convention, Article 12).

A preliminary question is whether this Court has jurisdiction to make a Hague Convention determination. We submit that it does.

### **JURISDICTION**

- 1. The objectives of the Convention are: under Article 1(a), to secure the prompt return of children wrongfully removed to or retained in any Contracting State; and under Article 1(b), to ensure that the rights of custody and of access under the law of one Contracting State are effectively respected in the other Contracting States.
- The United States of America has been a Contracting State under the Convention since July
   1, 1988. Norway has been a Contracting State, effective with the United States of America,
   under the Convention since April 1, 1989.
- 3. This Court has jurisdiction pursuant to the Act, section 4.48

LAWOFFICE OF MARSHAL S WILLICK P.C. 3551 East Bonanza Road Suite 101 Las Vegas, NV 89110-2198 (702) 438-4100

<sup>&</sup>lt;sup>48</sup> It cannot be stressed too much that this Court has jurisdiction to resolve the Hague Convention return issue, as a matter of federal law, even if it finds (as we have requested) that it never had subject matter jurisdiction to enter a divorce decree.

Against this backdrop, Article 3 of the Hague Convention spells out the parameters for determining whether a child has been wrongfully removed or retained. Removal or retention of a child is wrongful where:

a. it is in breach of rights of custody attributed to a person . . . under the law of the State in which the child was habitually resident immediately before the removal or retention; and

b. at the time of removal or retention those rights were actually exercised, either jointly or alone, or would have been so exercised but for the removal or retention.

Hague Convention, Art. 3, T.I.A.S. No. 11,670 at 4. Because the language of the Convention is somewhat conclusory, United States courts look to two sources of official commentary for guidance: (1) the Explanatory Report by Elisa Perez-Vera, the official Hague Conference reporter (the "Perez-Vera Report"), and (2) the Legal Analysis of the Hague Convention on the Civil Aspects of International Child Abduction ("Legal Analysis") found in the Federal Register. 51 Fed. Reg. 10503 (1986). As the Legal Analysis notes:

[The Perez-Verez] explanatory report is recognized by the Conference as the official history and commentary on the Convention and is a source of back ground on the meaning of the provisions of the convention available to all States becoming parties to it.

The Hague Convention analysis is *not* a determination of custody rights. Under Article 19 of the Hague Convention and 42 U.S.C. S 11601(b)(4), "a United States district court has authority to determine the merits of an abduction claim, but not the merits of the underlying custody claim." See, e.g., Friedrich v. Friedrich, 983 F.2d 1396, 1400 (6th Cir. 1993) ("Friedrich I") (citing 42 U.S.C. § 11601(b)(4)). The court is to determine ONLY whether the removal or retention of a child was "wrongful" under the law of the child's "habitual residence," and, if so, to order the return of the child to the place of "habitual residence" for the court there to decide the merits of the custody dispute, unless the alleged abductor can establish one of a few defenses. See, e.g., Ohlander v. Larson, 114 F.3d 1531, 1534, 1541 (10th Cir. 1997), cert. denied, 118 S. Ct. 702 (1998); Friedrich II, 78 F.3d at 1067. The Legal Analysis states the proposition clearly:

The obligation to return an abducted child to the person entitled to custody arises only if the removal or the retention is wrongful within the meaning of the Convention.

51 Fed. Reg. at 10506.

The question is whether Scot's action – stealing the children during the pendency of the Norwegian custody proceedings and his covert departure from Norway with them, and denial since then of all visitation in violation of the *DECREE* and current orders from Norway – is in breach of Cisilie's rights of custody under the law of the State of the children's habitual residence. *See* Hague Convention, Art. 3, T.I.A.S. No. 11,670 at 4; *Friedrich I*, 983 F.2d at 1400; *see also* Perez-Vera Report at 435 (the law of the state of habitual residence "is taken into consideration only so as to establish the wrongful nature of the removal").

That question therefore splits into three: Where was the child's habitual residence? Did Cisilie have a right of custody under the law of the State of the children's habitual residence; and, if so, did Scot's actions violate her rights? As set out below, the answer to the first question is "Norway," and the answer to the latter two questions is "yes."

# THE CHILDREN'S HABITUAL RESIDENCE AT THE TIME OF REMOVAL WAS NORWAY

As to the first point, Norway was the habitual residence of the children at the time of the allegedly wrongful removal, since they had lived in that country since July 13, 1998, most of two years prior to their removal; the durational fact is undisputed by either party.

Scot's claims that the parties agreed to Norway being a "temporary home" for the children does *not* alter their habitual residence status in Norway for the purposes of the Hague Convention. *Toren v. Toren*, 26 F. Supp. 2d 240, 243 (D. Mass. 1998) (habitual residence was in United States with mother, regardless of fact that parents had agreed that children would return to Israel on a date certain and that United States was not intended to be the children's permanent residence).

The other cases that we have found on this issue have come to the same conclusion. In Mozes v. Mozes 19 F. Supp. 2d 1108 (C.D. Cal. 1998), the parties and their four children lived in Israel until April 1997. At that time, father permitted mother to move with the children to California for fifteen months, after which they were to return to Israel. However, the marriage broke down, and mother decided to stay in California and petition for a divorce. Father then petitioned for return of

3 4

5

6 7

8

9 10

12 13

14

11

15 16 17

18 19 20

21

22

23

24

25 26

27 28

LAWOFFICE OF

Suite 101

the children under the Hague Convention. The court decided that the children's habitual residence, at the time of the application for their return, was in California, and denied the father's request.

The duration of the residence in the new location when combined with other factors outweighs such factors as a "temporary purpose" of the residence, even where that is agreed to be true. See Dr. E. M. Clive, The Concept of Habitual Residence, JURID. REV., Part 3, 137, 140 (1997) (hereinafter "Clive"). In his article, Clive states that he has not located any case where a child has been found not to be habitually resident in a country where he or she has lived for a year or more. Clive at 141.

In Zenel v. Haddow, the Lord Ordinary found that after fifteen months a child was habitually resident in Australia although there was no settled intention on the part of either of the parents to remain in Australia. "It seems to me that, while intention is undoubtedly a very important consideration, there must come a state when the objective facts point unequivocally to a person's ordinary or habitual residence being in a particular place." Id. at 141 (citing Zenel v Haddow1993) S.L.T. 975; 1993 S.C.L.R. 872).

In a Swedish case, Johnson v. Johnson, infra, an American court confirmed an agreement between the parents of a child that they were to have custody on an alternating basis – just over two vears with the mother in Sweden followed by two years with the father in the United States, with the father to have substantially shorter periods of custody in later years. At the end of the first period in Sweden, the mother retained the child in spite of an attempt by the father to use the Hague Convention to obtain her return. The Supreme Administrative Court of Sweden held that by that time the child had become habitually resident in Sweden. The Court noted that the child had been staying with the mother in Sweden for more than two years, when the question of return became relevant, and had adjusted to circumstances in the place where she was living. The fact that the stay in Sweden was initially intended to be limited in time did not prevail over the "brute facts of location, duration and settlement." See Clive at 140 (citing Johnson v. Johnson, Judgment of the Supreme Administrative Court of Sweden, May 9, 1999 (Case No.. 7505-1995) [Emphasis added].

Our research shows that all cases similar to this one have been resolved the same way. In the case entitled In Re A, infra, a family had been in Iceland for two years, where the father had been

stationed as a United States serviceman on a military base. The court held that the children were habitually resident in Iceland. In that case, their settled residence there prevailed over the fact that the father's posting was temporary and was expected to last only for some three years. See Clive at 141 (citing Re A. (Minors) (Abduction: Habitual Residence) [1996] 1 All E.R.24). One English court held that a child who was sent from Canada to stay with her father in Minnesota for a school year was habitually resident in Minnesota when removed by her mother after only four months. See Clive at 141, (citing Re S. (A Minor) (Abduction) [1991] 2 F.L.R. 224).

Of course, in *all* of these case, the courts were not deciding the merits of the custody disputes, but only (as they were supposed to) which countries courts *should* decide the merits of those custody disputes. In this case, only Scot's kidnaping prevented a decision on the merits as to the legitimacy of the "Agreement," its "modification," and this Court's orders, from proceeding to a full and fair hearing.

The courts have specifically adopted a *child-centered* view of habitual residence. Specifically, the court have said that habitual residence is determined by looking back in time, and determining the place, at the moment of removal, where the child had been physically present for a sufficient amount of time to show a settled purpose, focusing on the child's circumstances.

Here, of course, *all* factors deemed relevant by the courts in the above cases are met for Norway. Cisilie, with both Scot's permission and that of the London court, moved to Norway, obtained a job, secured a home, and registered herself and the children as residents of Norway. As in *Johnson*, *supra*, and *Mozes*, *supra*, a significant amount of time passed: Kaia and Kamilla were residents in Norway for 22 months and have become adjusted to their circumstances in Norway. All of the indicia of residency in Norway are present and there is a "settled purpose."

Norway has accepted the children as residents of their country. For the purposes of the Hague Convention, Norway is undeniably their "Habitual Residence." Therefore, this Court's focus, and only remaining question, must be on the issue of whether Scot "wrongfully removed" the children from Norway. To get there, we must ask the remaining questions, whether Cisilie had a right of custody under the law of the State of the children's habitual residence; and, if so, whether Scot's actions violated her rights.

LAWOFFICE OF WARSHAL S WILLICK P.C. 3551 East Bonarca Road Sute 101 Las Vecas, NV 89110-2198 (702) 438-4100

2 3

5

6

4

7 8

9

10 11

12 13

14 15

16

17 18

19

20 21

22

23 24

25

26

27

28

LAWOFFICE OF MARSHAL S. WILLICK P.C. 3551 East Bonanza Road gas, NV 89110-2198 (702) 438-4100

# CISILIE HAD RIGHTS OF CUSTODY

The Hague Convention, Article 3, provides three potential sources of custody rights: (1) operation of law, (2) judicial or administrative decision, or (3) an agreement having legal effect under the law of that State. See Hague Convention, Art. 3, T.I.A.S. No. 11,670 at 5.

# 1) OPERATION OF LAW

The "law" referred to in Article 3 encompasses the conflict of law rules of the State of habitual residence, so that the inquiry into whether Cisilie has custody rights entails a determination of whether Norway will apply its own or United States' law in these circumstances:

Thus, custody ex lege can be based either on the internal law of the State of the child's habitual residence, or on the law designated by the conflict rules of that State.

Perez-Vera Report at 446; see also id. (noting that in case where parents are French but child's habitual residence is Spain, "wrongfulness" would be determined by French law designated as applicable by Spanish conflict of law rules).

In this case, there is no conflict, as Norwegian and American law both give Cisilie "rights of custody."49 Specifically, the Norwegian "Children's Act," sections 38 and 64 state:

Section 38 Interim decisions regarding parental responsibility or with whom the child shall live.

In legal proceedings concerning parental responsibility the court, following a request from one of the parties, may by order stipulate which of the parties shall have parental responsibility until final judgment is pronounced. The court may render an interim decision for the period up to the final judgment in the case.

The rule of the first paragraph applies pari passu in cases concerning whom the child shall live with.

The court may also render an interim decision before proceedings are instituted if there are special grounds for this. At the same time the court may prohibit the other parent from appearing on the property or in the dwelling where the child lives. If an immediate decision is not necessary the court shall, insofar as possible, allow the other party an opportunity to express an opinion. The judge shall in the order set a time-limit for instituting proceedings. If the time-limit expires without extension, decisions taken become void.

Section 64 When proceedings regarding parental responsibility or right of access may be dealt with by the Norwegian judiciary or government authorities.

<sup>49</sup> Article 14 of the Hague Convention provides that a court "may take notice directly of the law of, and of judicial or administrative decisions, formerly recognized or not in the State of the habitual residence of the child, without recourse to the specific procedures for the proof of that law or for the recognition of foreign decisions which would otherwise be applicable." Hague Convention, Art. 14, T.I.A.S. No. 11,670 at 8.

Proceedings regarding parental responsibility, with whom the child shall live, or right of access may be instituted in a Norwegian court or the case may be dealt with by the county governor:

a) if the person against whom the claim is directed is resident in Norway

b) if the child is resident in Norway, or

c) if the question of parental responsibility or right of access has previously been determined in Norway, unless it is possible under the law to have the question decided abroad and the decision-making body is of the opinion that the case should be decided there.

Proceedings regarding an interim decision may be dealt with by a Norwegian court in all cases where the child or the defendant is staying in Norway.

# [Emphasis added.]

As to American law, a parent with joint legal custody has an equal right to determine such questions, including where the child attends school, and any proceeding to alter the status quo of custody and visitation must pass due process muster. *See Wallace v. Wallace*, 112 Nev. 1015, 922 P.2d 541 (1996) (where parties have joint legal custody, a party threatened with a loss of parental rights must be given an opportunity to disprove any evidence presented, and all changes to visitation must pass due-process muster to stand); *Wiese v. Granata*, 110 Nev. 1410, 887 P.2d 744 (1994) (due process requires that notice be given before a party's substantial rights, such as custody, are affected).

In summary, Cisilie clearly has rights of custody by operation of law, both American and Norwegian.

# 2) JUDICIAL OR ADMINISTRATIVE DECISION

The reference in Article 3 to a "judicial or administrative decision" as a source of custody rights is "used in its widest sense," specifically contemplating that such a decision "may have been issued by the courts of the State of the child's habitual residence as well as by the courts of a third country." *See* Perez-Vera Report at 446-47.

In this case, the courts of Norway have already ruled that Kaia and Kamilla were habitually resident in Norway; in fact, Scot was prohibited from removing the children from Norway until a determination could be made on the merits of the custody dispute. Of course, during the proceedings leading to a full and fair hearing on the merits, Scot asked for delay, and by the time the last order was issued on May 18, 2000, Scot had already perpetrated the kidnaping.

While the Norwegian courts have not yet entered any orders going to substantive custody rights, this Court has approved the Agreement stating that the children should live with Cisilie until the age of ten, and approved a decree with Hague Convention notices. There is also a Norwegian custody agreement giving Cisilie primary custody of the children. Additionally, Scot was participating in the Norway custody proceedings before he unilaterally decided to dishonor those provisions, and the ongoing Norway proceedings, and steal the children.

Further, as noted in the factual recitation, even if the Agreement was valid, and this Court's Decree was not void for lack of subject matter jurisdiction, the Agreement gives Cisilie primary physical custody of both children for the next several years, and by its own terms states that she need not move to the United States if it would be unlawful to do so (as it is). Accordingly, even under this Court's orders, Cisilie has "custody rights." In short, Cisilie has rights of custody under a "judicial decision."

# 3) AGREEMENT HAVING LEGAL EFFECT

Article 3 states that rights of custody may arise "by reason of an agreement having legal effect under the law of [the State of habitual residence]." Hague Convention, Art. 3, T.I.A.S. No. 11,670 at 5.

Here, Cisilie initiated proceedings in Norway, Scot accepted jurisdiction of the court, and they both participated in the pretrial mandatory mediation sessions. All of this was to determine their rights under the DECREE, Agreement and applicable international law. Scot cannot deny his participation or that the proceedings occurred, or that the courts of Norway do not provide due process to those appearing. Thus, Cisilie has rights of custody under an "Agreement Having Legal Effect," one under current review in Oslo.

In summary to this section, Cisilie had "a right to custody" of the children within the meaning of Articles 3 and 5 of the Convention at the moment of removal of the children, because the *DECREE* awarded her primary physical custody and the parties "joint legal custody." In addition, at the time of the removal by Scot, Cisilie was acting as primary physical custodian, and exercising

custody within the meaning of the Articles 3 and 5 of the Convention. She is, and has been, the children's primary custodian throughout their entire lives until they were kidnaped.

Since this Court has jurisdiction to adjudicate a Hague Convention matter, Norway is the State of Habitual Residence, and Cisilie has a right of custody, the last remaining question is whether Scot's actions have *violated* Cisilie's rights.

### LAW OF HABITUAL RESIDENCE - NORWAY

Scot's illegal acts have violated Cisilie's custody rights. Through the kidnaping, Scot has denied Cisilie primary physical custody and has prevented her from exercising *any* rights of custody granted by law, court order, and by the Agreement.

The custody arrangements in place at the time of the abduction clearly indicated that Cisilie was to maintain primary custody over both children at least until they reached the age of ten. Also, the award of joint legal custody and the Hague Convention notice in the *DECREE* clearly requires both parties' consent to any moves that concern the child. Scot's taking the children from Norway without Cisilie's consent or knowledge violated everything from both countries.

Article 1 of the Hague Convention requires the children's return to Norway, where questions concerning the parties' competing claims to custody can be addressed. Kaia and Kamilla must be returned to Norway, because Scot's removal of the children was "wrongful" under Article 3 of the Hague Convention. The standard of proof is "preponderance of the evidence" that (1) Scot has removed the children from their "habitual residence," and (2) Scot's removal of the children was in breach of Cisilie's rights of custody under the law of the children's habitual residence – Norway. See, e.g., 42 U.S.C. § 11603(e)(1); Friedrich I, 983 F.2d at 1400. As analyzed above, there is no question that those factors have been met.

# **CUSTODY PROCEEDINGS IN NORWAY**

The Norway court is prepared to move forward on the merits of the custody proceedings. The court has stated its intention to rule on the matter once Scot has returned the children to Norway. See Exhibits I, K, P.

LAWOFFICE OF MARSHAL S WILLICK, P.C. 3551 East Bonarca Road Sude 101 Las Vegas, NV 89110-2198 (702) 438-4100 Cisilie requests that this Court issue an order staying any further proceedings in this country concerning the custody of the children, as required by Article 16 of the Convention, which by federal adoption is the supreme law of the land. The children's state of habitual residence, Norway, is the proper venue for custody determinations. *See* Exhibit Z.

# B. DOMESTIC ISSUES RELATING TO THE NEVADA DECREE SET ASIDE FRAUDULENTLY OBTAINED DIVORCE

The *DECREE* is void and must be set aside as this Court lacked the subject matter jurisdiction to enter it.<sup>50</sup> NRS 125.020(1)(e) requires that at least one party to a divorce action initiated in the State of Nevada be a *bona fide resident* of the State of Nevada, being actually and physically present in the State of Nevada for at least six weeks prior to the commencement of the action for divorce. Otherwise, the State of Nevada lacks subject matter jurisdiction to enter a valid decree of divorce.<sup>51</sup> See also Fleming v. Fleming, 36 Nev. 135, 134 P. 2d 445 (1913). Further, the Supreme Court has stated that it is the duty of the District Court to see that the residency of at least one party is proven by clear and convincing evidence and that fraud is not being cast upon the court regarding residency. *McKim v. McKim*, 33 Nev. 44, 110 P. 4 (1910).

Moreover, in order to prove residence in the State of Nevada (sufficient to confer subject matter jurisdiction upon a District Court to grant a valid decree of divorce) it is necessary for the Plaintiff to satisfy the Court that at least one of the parties had a *physical presence* in this State for the required period of time. That is for the *whole* statutory period, preceding and including the date of commencement of the divorce action. The party's physical presence must be accompanied by an intent to make the State of Nevada the party's home, and to remain permanently, or at least for an indefinite period of time. *See Lamb v. Lamb*, 57 Nev. 421, 65 P. 2d 872 (1937). The word "residence" has been construed as requiring actual "corporeal" presence in addition to good faith.

<sup>&</sup>lt;sup>50</sup> The Nevada Supreme Court set out the jurisdictional test in Swan v. Swan, 106 Nev. 464, 468, 796 P.2d 221 (1990) as follows: 1) Does our Court have jurisdiction? 2) Is another proceeding pending elsewhere? 3) If there is dual jurisdiction, is this an inconvenient forum?

<sup>&</sup>lt;sup>51</sup> The Nevada Constitution provides that the judicial power of this State shall be vested in the court system, specifically the Family Court system. Article, Section 2(b). See also NRS 3.223.

Aldabe v. Aldabe, 84 Nev. 392, 441 P. 2d 691 (1968); Woodruff v. Woodruff, 94 Nev. 1, 573 P. 2d 206 (1978).

As set out above in some detail, Scot was never a bona fide resident of Nevada; both his sworn affidavit and that of his residency witness were fraudulent. We note that Scot has readily admitted the facts, for years, in other places.<sup>52</sup>

The ability to raise the absence of subject matter jurisdiction is *never* waived and may be brought to the Court's attention *at any time*. *Meinhold v. Clark County School District*, 89 Nev. 56, 59, 506 P. 2d 420, 422 (1973), S.G. & R. Bank v. Milisich, 43 Nev. 373, 390, 233 P. 41, 46 (1925). *See also* NRCP 12(h)(3), *Phillips v. Welch*, 11 Nev. 18 (1876). Since Scot was never a resident, this Court lacks jurisdiction to grant a divorce (or enter further orders based on that Decree), but since he has voluntarily appeared and subjected himself to the authority of this Court, the Court does have the power to punish him for his contemptuous acts, including his attempt to perpetrate fraud upon the Court, and violation of procedural and substantive rules. *See Murphy v. Murphy*, 103 Nev. 185, 734 P.2d 738 (1987) (jurisdiction to remedy fraud upon the court is inherent, and the court can proceed even in the absence of further action by a party). The Court is permitted to award fees and costs by virtue of the powers granted by federal enactment. Hague Convention, Article 26.

Based upon the following facts, it is clear that Scot could not and did not satisfy the subject matter jurisdiction to obtain the *DECREE* now in effect:

<sup>52</sup> For example, in an application for insurance in 1999, Scot readily admits that he "lived in London from August 97 to May 1, 1999." He falsely claimed in *that* document to have Chicago, Illinois, as his place of residency, apparently because he could get a better rate on insurance by so lying. We do not have a copy of that exhibit yet, but can supplement when we do.

There is one case in which the Court found that a party may be stopped from challenging the Court's jurisdiction, but the case is both factually and legally distinguishable from this case, and all the rest of the united authority cited above. See Morse v. Morse, 99 Nev. 387, 663 P. 2d 349 (1983) (in action for relief from an order denying a motion made under NRCP 60(b), where Appellant signed an adoption petition which averred that both adoptive parents resided in Clark County, and three years later moved the Court to set aside the adoption on the basis that the order was void for lack of subject matter jurisdiction based upon not meeting the residency requirement, the Court in a summary opinion states only the voluntarily- signed petition conferred jurisdiction of the Court, since the couple adopted a child and the real party losing protection was the minor child, not the adoptive parents, and allowing the adoptive parent to "borrow" a child for a few years and then escape parental responsibility would go against all of the legislative protections the NRS extends to minors).

- 1. Scot last resided in the State of Virginia for one year prior to his job relocation to London, England, in 1997. He resided and worked in London continuously at least until July 1998.
- 2. On June 8, 1998, a restraining order was placed against Scot from the Principal Registry of the Family Division, Somerset House Strand London. Scot's passport was confiscated by the authorities. He could not leave the country. Then on July 8, 1998, one month later, Scot received his passport back from the court and the Court noted in its order that "the Father having left the United Kingdom for the USA on the morning of the 9 July." This was Scot's first travel back to the United States in over 3 months, and his first trip to Las Vegas in two years (when he had vacationed here for a few days with the family).
- 3. Five days after his departure, on July 14, 1998, Scot signed his verified COMPLAINT FOR DIVORCE. The AFFIDAVIT OF RESIDENT WITNESS is worded in a way that, the witness handswombadalyseing Sod staing "That [Vargetine Leaherman]... have sen Paintiffphysically present in Clark County, Nevada on an average of 3-4 times weekly, unless stationed out of the state with his employer. ... " [Emphasis added]. In other words, she never saw him until his return to the United States after July 9, 1998; since he had never before become a resident of this state, the beginning of the period in which he might have tried to establish residency was after July 9; he never established Nevada residency.
- The DECREE OF DIVORCE was entered on August 21, 1998, one month after Scot returned to London to work for the same bank.

In summary, based upon all of the above evidence. Scot committed an intentional fraud upon this Court, regarding the residency requirement, for the express purpose of obtaining a decree of divorce. Therefore, the DECREE is void and must be set aside for lack of subject matter jurisdiction. All subsequent orders issue by this Court were void ab initio, which fact should be expressly confirmed by this Court in closing this case, and the children should be returned forthwith to the Court with current jurisdiction and ongoing divorce proceedings - the Norway court that is in the middle of custody proceedings on the merits.

LAWOFFICE OF MARSHAL S WILLICK P.C. 3551 East Bonanza Road Sude 101 Las Vegas NV 89110-2198 (702)-438-4100

# ALTERNATIVE BASIS TO SET ASIDE ORDERS ENTERED ON APRIL 12, 2000, AND REHEAR THE MATTER

Even if this Court for any reason does *not* set aside the divorce and all subsequent orders as void *ab initio*, this Court should set aside the April 12, 2000, order granting Scot primary physical custody.

More than three months after Cisilie had started proceedings in Norway to have the children stay with her in Oslo, Scot filed his MOTION here, which completely failed to mention the Norwegian proceedings. Scot participated in the Norway proceedings and even received a certificate memorializing his active contribution (refer back to Exhibit H). Apparently not satisfied with fair play and his consensual participation (no dispute by him as to subject matter or personal jurisdiction) in the proceedings, Scot initiated proceedings in this Court. Scot.

As detailed above in the factual recitation, Scot's *MOTION* was filed in this state on February 18, 2000, and was sent by mail to Norway. It then had to be ferreted through the Norway court procedures for service and further mailing between Norway counsel, filing with the court, and then served upon Cisilie. All the while, precious time was running on this Court's motion calendar setting set for March 29, 2000, and the time in normal course for response came and went.

Cisilie's Norway counsel opposed the *MOTION*. However, she used the Norway format for such documents, not that in accordance with our rules. In short, the opposition resembles a one page letter to Chambers. This Court, as a policy, returns all letters to chambers to the sender with the form cover letter explaining the need and requirements for formal filing on a case. The Opposition was received on April 3, 2000, and returned to Cisilie's Norway counsel very much later. However, in the meantime, the Clerk of the Court placed a handwritten cover sheet over the original and filed it. Thus, the opposition took two paths. Unfortunately due partly to delay in getting the documents

<sup>54</sup> Service of the MOTION appears to have been done through Norway counsel.

<sup>55</sup> The Norway court was made aware of the Clark County proceedings only because Scot needed their system to serve Cisilie. However, he hid information from this Court by not disclosing the case started in November, 1999. in Oslo. If this Court had heard about ongoing custody proceedings in another jurisdiction, it would have delayed any ruling until determining which court had appropriate jurisdiction to enter an order.

to Norway, and partly to Norway counsel's unfamiliarity with our court procedures, **both** paths of the opposition failed to reach the Court in time for consideration on March 29, 2000.

Since this Court knew of no other court proceedings, or even any Opposition to Scot's requests, it granted Scot's MOTION "in full" on March 29, 2000. Meanwhile, Scot's Norway counsel requested an extension to respond to the Norway COMPLAINT until May 19, 2000. This secured the window of opportunity for Scot to act outside of the law with his conflicting jurisdictional order in hand and kidnap the children.

By refusing to file the mandatory UCCJA Affidavit, which would have notified this Court of both the Children's Habitual Residence in Norway, and of the ongoing Norwegian proceedings, Scot violated the rules of this Court and invalidated his April order. See EDCR 5.39<sup>56</sup>; Perri v. Gubler, 105 Nev. 687, 782 P.2d 1312 (1989) (party failing to file required affidavit form entitled to "no relief" since that failure is evidence of effort to defraud the Court into making an unwarranted order). It can and should be set aside on that basis alone.

The Rules of Civil Procedure allow review of the order:

### RULE 60. RELIEF FROM JUDGMENT OR ORDER

- (a) Clerical Mistakes. Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. . . .
- (b) Mistakes; Inadvertence; Excusable Neglect; Fraud, Etc. On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party which would have theretofore justified a court in sustaining a collateral attack upon the judgment; (3) the judgment is void;...

# [Emphasis added.]

Both subsections are relevant here. Under NRCP 60(a), a clerical mistake occurred when this Court rejected the Norway opposition that resembled a letter. The handwritten cover sheet

LAWOFFICE OF MARSHAL S. WILLICK, P.C. 3551 East Bonarea Road Suite 101 Las Vegas, NV 89110-2198 (702) 438-4100

<sup>&</sup>lt;sup>56</sup> Contested child custody cases; NRS 125A declaration

In any case where custody of a minor child of the parties is at issue and the minor child has resided outside the State of Nevada within the last 5 years, each party is required to file a declaration pursuant to NRS 125A.120, on a form approved by the court, setting forth the names and present addresses of the persons with whom the child has lived during that period. The declaration must be filed with the moving papers of each party before the contested issue of child custody is heard by the judge.

[Emphasis added.]

LAWOFFICE OF MARSHAL S WILLICK P.C. 3551 East Bonarda Road Sude 101 Las Vegas, NV 89110-2198 (702) 438-4100 placed on it the next day was a step in the right direction, but it was not enough for the Court to take notice of it, call opposing counsel back into court and discuss the opposition. This would have given this Court an opportunity to discover the existence of the Norway proceedings and a more informed determination could have been made on the matter. Further, it is not clear whether opposing counsel was copied with the opposition, and if so, they did nothing with it. The next clerical error was in not recognizing that an opposition was placed in the Court's file before Scot's order was entered. Enough clerical errors exist so that NRCP 60(a) is applicable and a review of the April 12, 2000, *ORDER* should be performed even if this Court has jurisdiction to reach those questions.

As to the second subsection, "The salutary purpose of Rule 60(b) is to redress any injustices that may have resulted because of excusable neglect or the wrongs of an opposing party. Rule 60 should be liberally construed to effectuate that purpose." *Peterson v. Peterson*, 105 Nev. 133. 771 P.2d 159 (1989), citing *Nevada Industrial Dev. v. Benedetti*, 103 Nev. 360, 364, 741 P.2d 802, 805 (1987). Such motions are within the sound discretion of the trial court, which will not be disturbed absent abuse. *Carlson v. Carlson*, 108 Nev. 358, 832 P. 2d 380 (1992).

Historically, the Nevada Supreme Court has gone to great lengths to permit the trial courts of this state to prevent fraud and inequity through use of the remedy set out in NRCP 60.<sup>57</sup> The Court has made it clear that it is far more willing to affirm a district court ruling attempting to achieve equity than a procedure-based order which would have the result of preserving an inequitable result. See, e.g., Lesley v. Lesley, 113 Nev. 727, 941 P.2d 451 (1997).

The error of Cisilie's Norway counsel in attempting to oppose a Clark County pleading with an Oslo Municipal Court format constituted both mistake and excusable neglect. Ms. Hagen erred in attempting to oppose the *MOTION* without seeking local counsel.<sup>58</sup>

<sup>&</sup>lt;sup>57</sup> NRCP 60 (b) is a remedial statute that is to be liberally construed. Sherman v. Southern Pac. Co., 31 Nev. 285, 102 P. 257 (1909), see also Brockman v. Ullom, 52 Nev. 267 at 269, 286 P. 417 (1930). The determination of the existence of excusable neglect is a matter within the sound discretion of the district judge. Ogle v. Miller. 87 Nev. 573, 491 P. 2d 40 (1971); Cicerchia v. Cicerchia, 77 Nev. 158, 360 P. 2d 839 (1961).

<sup>58</sup> We take no issue with Cisilie's Norway representation and only note that she is an attorney from a very different jurisdiction. We do not mean to imply in any way that her performance and abilities are other than first rate and well respected in her jurisdiction.

Another "mistake" cognizable under NRCP 60(b) was made in the manner opposing counsel secured its uncontested order on March 29, 2000. The *MOTION* was mailed overseas. It took time to serve Cisilie through the courts in her country. Opposing counsel, and certainly Scot, *knew* Ms. Hagen existed and represented Cisilie.

There is absolutely no record of telephone contact with her in any of the pleadings or court minutes. Contact was as easy as picking up the telephone or sending a facsimile, and we note that the Nevada Supreme Court has stressed the requirement as a matter of due process of giving actual and timely notice when a party has knowledge of proceedings in another jurisdiction. See, e.g., Dobson v. Dobson, 108 Nev. 346, 830 P.2d 1336 (1992) (default decree set aside due to fraud by husband in sending notice to wrong address despite knowing wife's address and having appeared in German divorce proceedings before starting Nevada action). Instead of giving such notice, Scot engaged in subterfuge, ambush, and kidnap.<sup>59</sup>

We end our analysis of the bad faith of opposing counsel here, as it is entirely possible and believable that Scot duped his own counsel, here *and* abroad, and acted with the impeccable timing of a criminal in kidnaping the children on his own. The investigation as to those in complicity should be conducted by the courts of Norway, where the kidnaping occurred.

In summary, clerical errors occurred that support a determination of review and rehearing the *MOTION* filed by Scot under NRCP 60(a). The same applies for the mistakes of law made by Norway counsel and the lack of communication by opposing counsel with Ms. Hagen. Enough mistakes and excusable neglect exist to support a determination that a review is warranted under NRCP 60(b). Accordingly, if this Court somehow concludes that it could have subject matter jurisdiction, the issues before the Court from the last prior motion should be reset on the Court's motion calendar and Cisilie should be granted enough time to reasonably oppose the *MOTION* with her Clark County counsel, this office.

<sup>59</sup> We note that Scot's Norway counsel timed its extension in the Oslo proceedings to perfectly match his kidnaping plans. The "coincidences" are alarming and give rise to suspicion of collusion, but we leave action upon this observation to the Norwegian counterparts to our bar Association for investigation of wrongful conduct by counsel and appropriate disciplinary measures if verified.

LAWOFFICE OF MARSHAL S WILLICK P.C. 3551 East Bonanza Road Sude 101 Las Vegas. NV 89110-2198 (702) 438-4100

# SCOT'S UNAUTHORIZED MOVE OF THE CHILDREN TO TEXAS

After the kidnaping, Scot had the children stay with Buck, the progenitor of Scot's parental kidnaping skills. Neither child was permitted to disclose their whereabouts to Cisilie. Scot secreted them away to avoid having his plans interrupted by Interpol and the United States authorities. As Buck still lived in Marengo, Ohio, following the kidnaping, it is presumed that the children were there as well. Some time afterwards, Scot moved the children to Pilot Pointe, Texas, in Denton County.<sup>60</sup>

Assuming all orders are not void *ab initio* (as we believe they are), the *DECREE* directly refers to the requirements of NRS Chapter 125 for the rules and procedures which must be followed before moving the children from the State of Nevada. In the absence of agreement and/or waiver, NRS 125C.200 controls. Scot did not adhere to the requirements of the rule and has unilaterally moved the children to a remote location outside of this State. This Court must require Scot to apply for a move consistent with the law. Also, his failure to abide by this rule, admittedly minor in comparison to international kidnaping, is a factor that may be considered when considering a change of custody if one is requested by the noncustodial parent. NRS 125C.200.

#### **OMITTED ASSETS**

Assuming again that all orders are *not* void *ab initio*, the Agreement is a work of fiction drafted by Scot as to property and spousal issues. Scott and Cisilie were married from June 6, 1990 through, at least August 21, 1998 - a period of eight years (and by our understanding are *still* married, since the Decree is void). With Cisilie's help and community effort and support, Scot obtained his Masters of Science in engineering. He worked in this country for one year and then worked internationally by 1997. By 1998, he is believed to have been earning over \$100,000 per year while living in London. He continued working in London until this year. The student loans were paid by Cisilie's contributions to the community of \$35,000 from her separate property inheritance from her father. The result is that all of that salary was "clear," and Scot kept all of it.

<sup>&</sup>lt;sup>60</sup> Pilot Pointe, Texas, is apparently 1,222 miles from Las Vegas. It is not near any major metropolitan area, but is in the middle of Texas, hundreds of miles from the nearest major city.

In the Agreement Scot compelled Cisilie to sign, he verified that he, and the marriage, had only \$500 in assets, no property, and no retirement account. Agreement Article III, pages 2 through 6. Further, the "impoverished" Scot stated that there would be no spousal support. *Id.* at 6.

It defies logic that there could be absolutely no money, assets, retirement account, per diem benefits, or other employment benefits for the family by 1998, after student loans were paid by Cisilie. Obviously, assets were omitted and Cisilie was duped into believing no monies existed for her post-marriage survival.

This Court is familiar with the general law concerning division of assets omitted from decrees of divorce, of which the parties remain tenants in common. See Amie v. Amie, 106 Nev. 541, 796 P.2d 233 (Nev. 1990); Bank v. Wolff, 66 Nev. 51, 202 P.2d 878 (Nev. 1949); Carlson v. Carlson, 108 Nev. 358, 832 P.2d 380 (Nev. 1992); Gramanz v. Gramanz, 113 Nev. 1, 930 P.2d 753 (Nev. 1997); Willick, Partition of Omitted Assets After Amie: Nevada Comes (Almost) Full Circle, 7 Nev. Fam. L. Rep., Spr.1992, at 8.

Scot was well-informed about the aspects of the finances of the marriage and he failed to inform Cisilie of all of the assets at the time of the divorce. In *Williams v. Waldman*, 108 Nev. 466. 836 P.2d 614 (Nev. 1992), the Nevada Supreme Court held that a fiduciary relationship arises from existence of marriage, thus precipitating the duty to disclose pertinent assets and factors relating to those assets. We submit that Scot, as the informed party, *violated his fiduciary duty* to Cisilie and that if there are any further proceedings in the courts of this state, this Court should correct the exposure of Cisilie to the potential loss that Scot's violation has created.<sup>61</sup>

Assuming (as we do not believe) that it proper for there to be any further judicial proceedings in this state beyond the orders we request, this Court should order a period of discovery, including full examination of Scot and his tax returns for the from 1990 to the present, and freeze all assets.

<sup>&</sup>lt;sup>61</sup> Of course, if this Court agrees with us that the Nevada Decree was and is void *ab initio* for lack of jurisdiction, the questions as to the enforceability of the fraudulent and one-sided "Agreement" will be rendered by the Norwegian court in an original divorce action, which is currently on hold awaiting return of the children. We presume that the court there would do what should be done in any event – throw out the "Agreement" as having been procured by fraud and duress, take account of all the marital property, and impose a reasonable sum of spousal support based on Cisilie's clear entitlement. Both parties have appeared in the Norwegian proceedings, and the court there has clear subject matter and personal jurisdiction.

LAWOFFICE OF
MARSHAL S WILLICK P C
3551 East Bonanca Road
Sub 101
Las Veças NV 891:10-1158
1700) 438-4100

### ATTORNEY'S FEES AND COSTS

From the start of the divorce proceedings in this State, Scot has lied, committed fraud, bullied Cisilie into an unfair agreement, and has acted reprehensibly on an international level, using the offices of this Court as cover, and thus bringing international disdain and disgrace upon this Court, the bench generally, and all who practice before it. He has acted selfishly and beyond the scope of State and international law. The entirety of the case should have never been brought to this jurisdiction. It was all preventable. His latest actions have deprived Cisilie of her children for months. He has perjured himself through his verified documents and has committed massive fraud as to every issue ever considered by this Court, and in every appearance he has made before this Court.

This motion should never have had to be filed.<sup>62</sup> See Barozzi v. Benna, 112 Nev. 635, 918 P2.d 301 (1996); Duff v. Foster, 110 Nev. 1306, 885 P2.d 589 (1944); Bergmann v. Boyce, 109 Nev. 670, 675 P.2d 560, 563 (1993); EDCR 7.60<sup>63</sup>; Love v. Love, 115 Nev. Adv. Op. No. 64, 959 P.2d 523 (Nev. 1998); Leeming v. Leeming, 87 Nev. 530, 490 P.2d 342 (Nev. 1971); Korbel v. Korbel, 101 Nev. 140, 696 P.2d 993 (Nev. 1985); Fletcher v. Fletcher, 89 Nev. 540, 516 P.2d 103 (Nev. 1973).

An award of attorney's fees and costs is wholly appropriate to reimburse the government of Norway for Cisilie's representation, as permitted explicitly by the Hague Convention. Further, Scot has acted contemptuously and should be jailed for both perjury and kidnaping.

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

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

<sup>62</sup> The courts of this state have expressed different opinions as to the permissibility of awarding attorney's fees to a party who requests and obtains a finding of no subject matter jurisdiction. At least one other court of this District has recently ruled that such fees can and should be imposed. See Camara v. Ricci, No. D194708. In this case, of course, the Court need not reach the issue, since Article 26 of the Hague Convention explicitly grants this Court the power to award fees and costs necessary for return of the child to its state of Habitual Residence immediately prior to the wrongful removal.

<sup>63 (</sup>b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:

2 For the reasons stated above, Cisilie seeks the following relief: 3 1. That Kamilla and Kaia be returned to Norway immediately. 2. That the 1998 Divorce be set aside and declared void. 3. 5 That all subsequent orders be set aside. 4. 6 That Scot is ordered to pay all of Cisilie's attorney's fees and costs, as well as the 7 costs related to returning the children to Norway. 8 5. For such additional sanctions and further relief that this Court deems proper and just. Dated this 215+ day of September, 2000. 9 10 LAW OFFICE OF MARSHAL S. WILLICK, P. C. 11 12 MARSHAL S. WILLICK, ESQ. Nevada Bar No. 2515 13 ROBERT CERCEO, Esq. 14 Nevada Bar No. 5247 3551 E. Bonanza Road, Suite 101 15 Las Vegas, NV 89110 Attorneys for Defendant 16 17 AFFIDAVIT OF ROBERT CERCEO, ESQ. 18 STATE OF NEVADA 19 COUNTY OF CLARK 20 ROBERT CERCEO, ESQ., being first duly sworn, deposes and says: 21 22 5. I am an attorney duly licensed to practice law in the State of Nevada. I am employed by the LAW OFFICE OF MARSHAL S. WILLICK, P.C. and I am one of the 23 attorneys representing the Defendant. I make this Affidavit in support of this MOTION FOR IMMEDIATE RETURN OF 25 7. INTERNATIONALLY ABDUCTED CHILDREN AND MOTION TO SET ASIDE 26 FRAUDULENTLY OBTAINED DIVORCE, OR IN THE ALTERNATIVE, SET ASIDE 27

LAWOFFICE OF ANARSHAL S WILLICK P.O. 3551 East Bonanca Road Sule 101
Las Vegas, NV 89110-2198
(702) 438-4100

1

CONCLUSION

ORDERS ENTERED ON APRIL 12, 2000, AND REHEAR THE MATTER, AND FOR ATTORNEY'S FEES AND COSTS.

- 8. That pursuant to EDCR 5.11, the parties have attempted to negotiate the issues contained in this motion to no avail. The parties are at a complete deadlock necessitating the filing of this motion.
- 9. That pursuant to NRS 15.010 and because Cisilie is a resident of Norway, I verify this document in her absence, and I will attempt to obtain a separate verification from Cisilie and file it under a separate cover, although this is not required by the statute.
- 10. I have read the above and the contents thereof are true, except as to those items stated as being on information and belief, which I believe to be true.
- 11. Further, your Affiant sayeth naught.

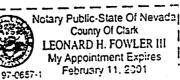
  DATED this 2/57 day of September, 2000.

ROBERT CERCEO, ESQ.

Coard

SIGNED and SWORN to before me this day of September, 2000.

NOTARY PUBLIC in and for said County and State



# **CERTIFICATE OF SERVICE**

I hereby certify that service of the foregoing MOTION FOR IMMEDIATE RETURN OF INTERNATIONALLY ABDUCTED CHILDREN AND MOTION TO SET ASIDE FRAUDULENTLY OBTAINED DIVORCE, OR IN THE ALTERNATIVE, SET ASIDE ORDERS ENTERED ON APRIL 12, 2000, AND REHEAR THE MATTER, AND FOR ATTORNEY'S FEES AND COSTS. was made on this \_\_\_\_\_ day of September, 2000, via regular mail to:

JOSEPH F. DEMPSEY, ESQ. Dempsey, Roberts & Smith, Ltd. 520 South Fourth Street Las Vegas, NV 89101

An employee of the

LAW OFFICE OF MARSHAL S. WILLICK, P.C.

ODMA WORLDON'P !WP\$\VAILE\MSW2241 WPD

LAWOFFICE OF MARSHAL S WILLICK P.C. 3551 East Bonanza Road Sute 101
Las Vegas NV 89110-2198

-44

Principal Registry of the Family Division Somerset House Strand London WC2R 1LP

CISILIE VAILE

Petitioner

and

ROBERT SCOTLUND VAILE

Respondent

8th June 1998

Robert Scotling Vaile

[appeared in person] [was represented by Solicitor/Counsel] and gave an undertaking to the Court promising whether by hiwelf or by encruraging or instructing others not to remove either this from the jurisdiction of the court, not to appet for a replaced value or any other three document, and to elliver up forthwith to the Applicant lawform and passessing in his name, and in the name of the Applicant and the oaid children in his possession, and not to remove the children from the care of the Applicant the Court explained to possession the meaning of his undertaking and the consequence of failing to keep his promises. to keep his promises,

And the Court accepted his undertaking [and if so andered, directed that he should sign the statement overleaf].

And the Court ordered that

- 1. That The order granted exparts on the 5/6/1997 be dicharged
- 2. That there be no order in to cost one legal aid tending the Applicate costs. CRAKED At the Council. 817/18 @1.00pm for a 3. That he application be adjd. to 817/18 @1.00pm for a is

8.8.1998

IMPORTANT NOTICE

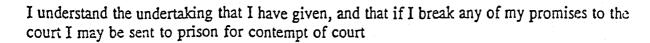
Robert / Alus Vaile

63 Hamilton Terrac, Louis NWF

You may be sent to prison for contempt of court if you break the promises that you have given to the Court.

If you do not understand anything in this document or the scope of your undertaking you should go to a Solicitor, Legal Advice Centre or a Citizens Advice Bureau.

# STATEMENT



Signed

To be completed by the Court

Delivered

By posting on:

Through Solicitor on:

The full name(s) of the children

Date(s) of Birth

KAIA VAILE KAMILLA VAILE

3 May 1991 13 February 1995

[Order]

Children Act 1989

UPON HEARING Counsel for the Mother Applicant Cisilie Anne Vaile and the Respondent Father Robert Scotlund Vaile in person at the hearing on the 8 July 1998 and Counsel for the Mother Applicant at the hearing on the 9 July 1998 (the Father having left the United Kingdom for the USA on the morning of the 9 July)

#### THE COURT ORDERS THAT :-

- Leave to the Mother's Solicitors
  - to return to the Father his passport
  - (b) to return to the Mother her passport and those of the children.
- By consent the cross-undertakings given to the Court by the parties on the 8 June 1998 are hereby discharged.
- There be a Residence Order in respect of each child to the Mother. 3. Liberty to the Father to apply on written notice to the Court and to the Mother in relation thereto.
- By consent leave to the Mother to remove the children permanently from the jurisdiction of the Court.
- There be no order for costs save that the costs of the Mother be taxed 5. on a standard basis in accordance with the provisions of the Legal Aid Act 1988.
- Certificate for Counsel.

Ordered by District Judge GROVE on 9 July 1998 

# 1 Insert this end

SAN FRANCISCO UHILE/RSCOTLUND FREMIER UH 00637496735 FLICHT UP.2007

# VAILE EXHIBITS

- A. Restraining order from London Court
- B. Court Orders London
- C. Copy of Scot's ticket from San Francisco to Los Angeles
- D. Memo from Melodi Leavitt's desk
- E. Resident certificate for Norway
- F. Modification of the Agreement
- G. Request for Mediation to Norway Court
- H. Mediation Certificate
- I. Petition for Interim Order
- J. Order for Response
- K. Request for more time
- L. Picture of Cisilie, Kjetil, and girls on Constitution Day
- M. Police Report
- N. Petition for Injunction
- O. Scot's Response
- P. ORDER
- Q. Application for return kidnapping [sic] of children
- R. Application pursuant to Hague
- S. Video tape of Norway news
- T. Update Status Pleading/Norway
- U. Texas Support Order
- V. Stop of Texas Order
- W. Pictures of girls in Norway
- X. School and medical records Kamilla
- Y. School and medical records Kaia
- Z. DUUCCJA- Cisilie's
- AA. Timeline June 1998-Aug. 1998
- BB. Timeline Jan. 2000 May 1, 2000
- CC. Timeline May 2000
- DD. Copy of Cisilie's Answer to Scot's 2/18/00 L V Motion (for custody)
- EE. Letter to Hagen from Angela Root

# MEMORANDU M

To:

Ms. Cisilie A. Vaile

Date:

July 14, 1998

Re:

Vaile v Vaile

Message:

Please find enclosed a copy of your husband's COMPLAINT FOR DIVORCE. He indicated to me that you had an original of the Agreement to which we refer in said document, therefore I did not attach a copy. If you are in agreement with its terms, please execute before a Notary Public the enclosed ANSWER IN PROPER PERSON. Also, I would need you to sign the REQUEST FOR WAIVER OF PROGRAM ATTENDANCE in the appropriate place. Once completed, please use the enclosed Federal Express Air Waybill to return the originals to me at no cost to you. The copies are for you to keep.

Should you have any questions, please feel free to contact me or Mr. Smith.

From the desk of ...

Melodi Leavin
JAMES E. SMITH, LTD.
214 So. Maryland Parkway
Las Vegas, NV 89101
702-382-9181 Telephone
Fax 702-384-8435

# RESIDENCE CERTIFICATE

Registered residence pursuant to Section 2 of the regulations to the National Population Register Act

National identity numb	cr	Family name, first name, middle name	Resident in Norway from reg. date	Resident in municipality from reg. date	Resident at present address from reg. date					
Date of birth day month year	Personal identity number	•			: .					
05 01 69	474 76.	VAILE CISILIA ANNE	13 July 1998	13 July 1998	13 July 1998					
13 02 95	296 17	VAILE KAMILLA JANE	13 July 1998	13 July 1998	13 July 1998					
30 05 91	322 09	VAILE KAIA LOUISE	13 July 1998	13 July 1998	13 July 1998					
					•					
	·									
·										
According to the National Population Registry Office in Oslo, the current address of the aforementioned personnel is										
Raidental address			Municipality							
GOTEBORGGA	TA 1, 0566 OS	LO	OSLO	÷.						
Date July 23, 1998 #	Stamp and signature	Oslo [stamp] Population Registry Offi		Gunnar Bekkel GUNNAR BI Per pro	R BEKKELUND					
	•	•								

True translation certified:

COSTO STATE OF THE PROPERTY AUTHORSES

Government authorized translator

Date: 30 June 2000

olkeregisteret sender blankett 1	1727	MELDING TIL FOLKEREGISTERET						NB! Se rettledningen på baksider  For folkeregisteret  Bokstav/ Ludenskill Bokstav/						
Sentralkontoret	6/831	OWITE LITHING THA UTEANDET												
unenr. (Fylles ut av folkeregisteret)			etakere			pgi utlelers nav	n			Landkode / 29	Gate/gård	Hus/bruk	Bokstav/ festenr.	Undernr.
all the control of th	Tilluttions		bel •		nen bolig mens nav	n, gnr./bnr.			Husnr.	Oppg. Postnr.	Postsled		_!	Flyttedato
aland, Westmirster Cordo	Tilflytlings- adresse	6	OTF	ERY)	RAN	T.			1	0566	OSL	Ó		10.7.
en av personene har bodd i Norge tidligere, oppgine, dato for utvandring og hvilke(n) person (nr. 1, 2 osv.)	ja a	Evt. postboksadresse, c/o adresse						T	Evt. telefonnr. privat					
	Yrke og evt. art	aldeni	ver for A	n av nors	OUADA AII	er flyttingen					22 38 Evt. telelonnr. ar	52 (	oH	98
arps vora 71	Person	_	OKŁ							· · · · · · · · · · · · · · · · · · ·	24. 10.0101111. 21	ooki og . vo.		
High Country of the C	Person		ORL		· For folkeregisteret			pisteret				Sivilstand	<b>-</b>	
Siektsnavn, fornavn, mellomnavn Evt. siektsnavn som ugilt		Kjonn M K	dag	Fødsels	Ar	Person- nummer	Fa- milie- kode	Bam av	Fremkonnummer og/eller D-nummer	Statsborger- skap	Fodested -land		u = ugilt u = gilt u = partner! u = enke/-mann sep = separert sk = skilt	folker yet Artise se
AILE, CISILIE ANNE (	EN6)	K	5	Ī	69	47476	4			NORSK	SARPE NOR6	<u> </u>	Sep. (14)	
AILE KATA LOUISE		K	30	5	91		5	1		NORSK	0410 USA-		u	
AILE KAHILLA JANE		K	13		95	٠,٠	5	1		NOPEK	0H10 . US	A	u	
Mottatt den /3/7- Osto fo	m , کودنج 19	n iki	e beha	المنادا.	i 1							.		
Oslo to Eller	r fullmaki	<del>510</del>		     									<u>.</u>	
Eli Ky	צישו			i 1 1	i 1 1			7.						, p. 80 <u>v</u>
	•			1	1									
	•					For folkeregi	steret		:	[Nathing on the sting of	Mattl Falliage Plate		al an contactoff	
or person	e familiemediem	mer (n		ektelelle, l		Personnr.		<u> </u>	Slektskap	Melding om flytting mo (Registreringsdate):	num Folkeregiste	nata stempt	el og underskrift	•
Navn		, pususuatu			V Goodina Goodsaap				130798				•	
			i"				,			Dato og melderen(e)	s underskrift		*	
	•									13.7.98	s Uji	sili	e A.	Vail

# First Draft Only

The agreement allows Cisilie and the girls to remain in Norway for up to one additional year, but in no case any longer than July 1, 2000. Cisilie and Scotland agree to the following amendments to the Master agreement entered into in July 1998.

- 1. Cisilie agrees to return to the States in either December 30, 1999 or one week after Kaia gets off school for Christmas break, whichever is earlier or July 1, 2000 or one week after Kaia gets off school for summer recess, whichever is earlier. In order to arrange for return to the States in December, Scotland agrees to give Cisilie notice by November 15, 1999.
- 2. Cisilie (or her appointee) will bring the girls here at least once each month starting in May. She will bring them to London for a weekend, leaving on the first flight after Kaia has free from school, and returning on the last flight the night before school commences again. If Kaia has a 3 or 4-day weekend, Cisilie will bring the girls that weekend, taking advantage of the extra days free in London. If Kaia has an extended break or vacation (4 days or longer), Cisilie agrees to bring the girls to London so that Scotlund may spend up to half of those extra days free with the girls.
- 3. With dates at Scotlund's discretion, Cisilie will bring the girls to London for their summer vacation time with Scotlund. They may remain in London or travel to the US for up to six weeks during this time. At the end of the summer vacation period, Cisilie will come to London and pick up the girls. These trips will serve as two month's of trips to London as agreed to in #1. Cisilie will continue to receive child support throughout the summer, and may, on mutually agreed to dates, see the children over up to two weekends while they are either in the States or in London.
- 4. Cisilie will bring the girls to London for their Christmas vacation time with Scotlund. They may travel to London on the day after Kaia is free from school and may travel to the US during this time. At the end of the Christmas vacation period, Cisilie will come to London and pick up the girls no sooner than two days before Kaia begins school again after break. These trips will serve as December and January's trips to London as agreed to in #1.
- 5. Kaia will be baptised here the last weekend in May or one of the first weeks in June. This weekend will be one of the trips agreed to in #1.
- 6. Kaia will remain enrolled in the Oslo International School for the 1999/2000 school year, during which Cisilie will take formal responsibility for Kaia's tuition. Scotland will reimburse Cisilie for 1/2 of Kaia's tuition on a monthly basis.
- 7. From the end of 1998, SAIC is no longer paying for the storage of Scotland and Cisilie's goods in Virginia. Cisilie agrees to pay for 1/2 of the storage and insurance fees for goods stored in Virginia for as longer as they remain in Europe.
- 8. Cisilie will enrol Kaia in an aerobic sports program that requires attendance at least 3 times a week for at least one hour, i.e. swimming lessons.
- 9. Child support will be fixed for one additional year after we return to the states from the Master agreement, no including the increase for inflation.
- 10. Cisilie agrees not to seek any legal challenges towards Scotlund Vaile or alterations to any terms of this agreement or the Master agreement until returning to the US.

This contract was written by Scotlund, but signed only by me, Cisilie Vaile. Scotlund has the signed document.

Kontorfellesskap<sup>t</sup>

Attorney-at-Law

Brit Engebakken MNA

Attorney-at-Law
Anne Cathrine Vogt MNA

Attorney-at-Law Elisabeth Hagen MNA

COPY

Sentrum Family Counselling Services

Holbergs gt. 5 0166 Oslo Fax no. 22 36 89 39

Drammen, November 8, 1999 CEH/tt

Re: request for mediation pursuant to the Norwegian Children Act.

The man: R. Scotlund Vaile, c/o Markus Heal, 8 Riders Terr, London NW 80EE, tel. +44410836138

The woman: Cisilie Anne Vaile, Goteborggt. 1, 0566 Oslo, tel.: 22 38 52 64.

Children: Kamilla Jane Vaile, born February 13, 1995, Gøteborggt. 1, 0566 Oslo.

Kaya Louise Vaile, born May 30, 1991, Gøteborggt. 1, 0566 Oslo.

\*\*

On behalf of Cisilie Anne Vaile, Sentrum Family Counselling Services is requested to carry out mediation according to the Children Act with a view to legal custody, physical custody and visitation.

The man is an American citizen, the woman a Norwegian citizen, the children have double citizenship.

Since July 9, 1998 Cisilie Vaile and the children have been residing at Goteborggt. 1, Oslo.

The following observations are made about the situation surrounding the case:

The parties were separated through a divorce decree of August 10, 1998 from the District Court, Clark County, Nevada. The decree was recognised by the Governor of Oslo og Akershus County, Norway, on October 8, 1998.

At the time of the divorce, both parties were living in London, and Cisilie Anne Vaile was not present in the court. In London a comprehensive agreement dated July 9, 1998, was drawn up, which forms part of the decree of August 10, 1998. This agreement regulated the situation concerning the children. Pursuant to the agreement/decree, joint custody was agreed, whereby up to the age of 10 the children should live with Cisilie (subsequently changing between mother and father).

Pursuant to a Norwegian agreement of the same date, she was to have physical custody without any time limit.

Pursuant to the decree/agreement of July 9, 1998, Cisilie could travel to Norway with the children, but had then to agree to moving to the USA when the man was going to work there again. Only after she had signed the agreement was she given her passport and the children's, so that she could travel to Norway.

The man informed her by telephone in the last weekend of October that he would be moving to the USA, and required that Cisilie should move to the USA with the children at the end of the year. Cisilie and the children have, as mentioned above, lived in Oslo since July 1998. She and the children are established in Oslo, with both school and job, and she cannot accept moving to the USA.

Attorneys sharing office premises, but not necessarily partners - Translator's note



Translation from Norweg

So far her ex-husband has a scepted her view, and has stated that he washim physical custody.

In a telephone conversation of Thursday, November 4, her ex-husband informed her that he wanted visitation of the children in the weekend November 12-14 this year.

Cisilie Vail is afraid that visitation may be used to take the children with him out of Norway and to the USA. This would create a totally unacceptable situation.

Pursuant to the agreement/decree of August 10, 1998, Cisilie may not take the children out of the USA; she has even had to accept that this would be a crime according to the American penal code.

\*\*\*

I have asked Cisilie Vaile to contact Sentrum Family Counselling Services directly, in order to determine the possibility of having the first mediation meeting on Friday, November 12, since her ex-husband will be coming to Norway at that time anyway.

It is requested that the mediation certificate by sent here.

The present letter is being sent both by fax and by ordinary post.

Yours sincerely

for Elisabeth Hagen Attorney-at-Law Therese Thorne [sig.] per pro

True translation certified:

ERLEY IVALISH STATES OF THE PARTY OF THE PAR

Government Authorized Translator

### MEDIATION CERTIFICATE

pursuant to Section 26 of the Norwegian Marriage Act and Sections 34 and 44 of the Norwegian Children Act

PARENTS							
Name	Date of birth						
Cisilie Anne Vaile .	January 5, 1969 .						
Address							
Gøteborggt. 1 Oslo 0566	<u> </u>						
Name	Date of birth						
R. Scotlund Vaile	January 5, 1969						
Address							
7640 Little Valley Ave. Las Vegas NV 89117	······································						
HAVE BEEN TO A MEDIATION SESSION WITH THE FOLLOWING:							
Name	Place of work						
Lill Holen-Tonja Løve	Sentrum Family Counselling Services, Oslo						
	Date						
A MEDIATION SESSION WAS HELD ON							
Both parents met in person for the sessions on December 20 R. Scotlund Vaile did not meet for the session on December							
REMARKS Father abroad in connection with the summons for December	er 14, 1999						
Place	Date						
Oslo	January 17, 2000						
Signature  Lill Holen [sig.]	OSLO MUNICIPALITY SENTRUM FAMILY COUNSELLING SERVICES [stamp] Holbergs gt. 5 0166 Oslo						
The certificate is valid for 6 n	nonths from the date of issue,						

True translation certified:



Government authorized translator

ЕХНІВІТ \_\_\_\_\_

Translation from Norwegia

Attorney-at-Law
Anne Cathrine Vogt MNA

## Kontorfellesskap<sup>1</sup>

Attorney-at-Law Brit Engebakken MNA

Attorney-at-Law Elisabeth Hagen MNA

#### COMPLAINT AND PETITION FOR AN INTERIM DECISION

TO

#### THE OSLO MUNICIPAL COURT

Plaintiff:

Cisilie Vaile, Gøteborggt. 1, 0566 Oslo

Counsel:

Elisabeth Hagen, Attorney-at-Law, N. Storgt. 11 b, 3015 Drammen

Defendant:

R. Scotlund Vaile, c/o Jane & Frank Fiori, 7640 Little Valley Avenue, Las

Vegas, NV 89117, USA

Counsel:

Elsbeth Bergsland, Attorney-at-Law, P.O. Box 471 Sentrum, 0105 Oslo

\* \* \*

The case concerns: Case pursuant to the Norwegian Parents and Children Act, physical custody, visitation.

R. Scotlund Vaile, born January 5, 1969, American citizen, and Cisilie Anne Vaile, born January 5, 1969, Norwegian citizen, entered into matrimony in Salt Lake City, Utah, USA, on June 6, 1990.

For the first 6 years of their marriage, the parties lived in Columbus, Ohio. They then lived for 1 year in the state of Virginia. They moved to London on 1 August 1997.

Two children were born in the marriage - Kaia Louise Vaile, born May 30, 1991, and Kamilla Jane Vaile, born February 13, 1995. Both children were born in the USA. Both children are Norwegian and American citizens.

Up to August 1, 1997 the parties lived in the USA. In connection with the defendant's work, the family moved to London in summer 1997. In May/June 1998 the defendant stated that he wanted a divorce, and that he wanted a rapid execution of the divorce because he had met a new woman. The defendant then gave notice of proforma moving to the County of Clark, State of Nevada, to his mother's address, but remained living in London with the plaintiff and the children.

During the same period, the plaintiff discovered that the children's passports, both Norwegian and American, were no longer where they were supposed to be. The defendant initially denied that he had the passports (it turned out later that the children's passports were at his place of work, in connection with his applying for an extension of his work permit in England). When the defendant also threatened to take the younger child, Kamilla Jane, to the USA, the plaintiff contacted the English legal system. She came into contact with the Free Legal Aid office in London, and a resident order was issued. On orders of the court, all passports were kept by the plaintiff's attorney.

Nedre Storgt, 11 b 3015 Drammen Tel.: 32 83 02 00

Anne Cathrine Vogt. Attorney Brit Engelakken, Attorney

Llisabah Hagar, Att



Attorneys sharing office premises, but not necessarily partners

Translation from Norwegi יין

The plaintiff brought a case were the District Court, Clark County, Neva Clark District Court, Nevada, handed down a decision on August 10, 1998 based on an agreement of July 9, 1998 between the parties. The plaintiff was not present in the court, and as I understand it, neither was the defendant present.

Exhibit 1: Decree of Divorce, District Court, Clark County, Nevada, of 19

August 1998

Exhibit 2: Agreement of July 9, 1998

Pursuant to the Agreement of July 9, 1998, the plaintiff was to have the physical custody of both children until they were 10 years old. Between the ages of 10 and 12, daily care was to rotate between defendant and plaintiff. The children were to be allowed to choose themselves from the age of 12. This is laid down in the Agreement, in Article IV., point 2, litrae a-d.

According to the Agreement, the plaintiff undertakes as long as she has physical custody, to take up residence within 20 miles of the defendant's residence, agreement art. IV, point 4, litra b. (Art. IV, point 4, litra a defines specified areas). Pursuant to Art. IV, point 4, litra b, (i) the plaintiff should under any circumstances not have any obligation to move to the USA before July 1, 1999.

According to the Agreement, Art. IV, point 5, the plaintiff had the right to settle with the children in Oslo, Norway.

On July 9, 1998 a Norwegian agreement was also entered into concerning legal custody, physical custody etc. between the parties in the case. According to this agreement, the parties were to have joint custody whereas the plaintiff was to have physical custody of both children.

### Exhibit 3: Norwegian agreement of July 9, 1998

In accordance with the agreement between the parties, and the decision of the County Court, London, of July 9, 1998, the plaintiff moved with both children to Oslo, specifically to Goteborggt. 1, where she and the children still live.

#### Exhibit 4: Court order, County Court, London, of July 9, 1998

Just before Christmas 1999, the defendant announced that he intended to move back to the USA, and required that she, the plaintiff, and the children, move to the USA in accordance with the Agreement, Art. IV, point 4, cf. Exhibit 2.

The plaintiff was opposed to this, since it was not in the best interests of the children to change their living situation. Mediation took place, without agreement being reached.

Exhibit 5: Conciliation certificate from Sentrum Family Counselling Services of 17 January 2000

The defendant has now brought a case before the District Court, Family Division, Clark County, Nevada, in which he claims both physical custody of the children and "return" of the children to the USA.

# Exhibit 6: Summons of February 14, 2000 with Exhibits.

A copy of the summons with information about a court hearing on March 29, 2000 in Las Veste was forwarded by way of Attorney Lisbeth Bergsland's letter of March 7, 2000, received position plaintiff on March 10, 2000.

Translation from Norwegion -

#### Exhibit 7: Letter of March 7, 2000 from Attorney Bergsland

Although the plaintiff in actual fact and legally has physical custody, against the background of the above a legal decision is required on the issues of physical custody and visitation. Moreover, an interim decision on the same issues is required.

Against this background, the case is being brought before the Oslo Municipal Court.

#### Place of jurisdiction

Pursuant to Section 64 of the Norwegian Children and Parents Act, the place of jurisdiction is the place where the children are resident.

Since July 13, 1998, the children have been living at Gøteborggt. 1, Oslo (cf. Exhibit 4). This residence was established by agreement between the parties and with the consent of the County Court, London. In the present case, there has been no establishment residence which is in conflict with the law. Residence, in the sense of the Children and Parents' Act, must thus be found to be Gøteborggt. 1, Oslo, and hence the Oslo Municipal Court is the court of jurisdiction.

In addition to confirming that the establishment of residence has proceeded as agreed between the parties, it is noted that the children have never lived in Clark County, Las Vegas, Nevada. The defendant gave notice of moving to his mother's and stepfather's address in Las Vegas, Nevada, in order to get a rapid divorce in 1998. This was only pro forma, because up until the divorce in July 1998 he lived with the plaintiff and the children in London. The only period the defendant was away in the USA was a period of about 1 1/2 weeks in April 1998.

Thus neither of the parties, nor the children, have any connection at all with Las Vegas, Nevada.

In purely factual terms, moving to Las Vegas, Nevada, USA, would mean a change in the status quo. The children have not at any time been resident in Las Vegas, Nevada, and the defendant gave notice of a pro forma move purely in order to obtain a rapid divorce decree. The defendant has not at any time really been resident in Las Vegas, Nevada. As far as the plaintiff knows, until the end of February he worked and had his residence partly in London, partly in Switzerland.

At the time of the divorce, the children were residing in London.

The children's legally established residence is Oslo, and hence the Oslo Municipal Court is the correct venue.

#### The issue of physical custody/visitation

Since the divorce, the children have according to agreement been living with their mother, and since mid-July 1998 have been living in Oslo. Both children are established, at school and pre-school, respectively, and have put down roots here.

The elder daughter, Kaia, who will soon be 10, has no desire to move to the USA and to her father. Kaia moreover experiences anxiety in relation to her father, since she has repeatedly been subjected to physical punishment by him. When it comes to the younger daughter, Kamilla, who is nearly 5, it is pointed out that she has not lived in the USA since she was 2, and that her mother tongue is Norwegian.



Translation from Norwegicy-

Since the divorce in August 98, the defendant has had visitation with children, partly in London and partly in Oslo. Since Christmas 1999 the plaintiff has been present at the various visitations of fear that the defendant should illegally take the children out of the country with him.

It is regarded as evident that in the existing situation, supervision is required during visitation to prevent the children being illegally taken out of the country.

In connection with the request for a temporary decision, it is noted in particular: The situation that has now arisen makes it necessary to have a temporary decision pursuant to Section 38 of the Children and Parents Act to the effect that while the case is in progress physical custody must remain with the plaintiff, and that in the existing situation, with imminent danger of the children being illegally taken out of the country, that visitation must take place under supervision.

With respect to

#### **COMPLAINT**

With reservations for further arguments and evidence, the following

#### submission

is made:

- 1. Cisilie Anne Vaile shall have physical custody of Kaia Louise Vaile, born May 30, 1991 and Kamilla Jane Vaile, born February 13, 1995
- 2. R. Scotlund Vaile shall have visitation with Kaia Louise Vaile, born May 30, 1991 and Kamilla Jane Vaile, born February 13, 1995, under supervision, to the extent established according to the discretion of the curt.
- 3. R. Scotlund Vaile is ordered to pay the costs of the case.

With respect to

#### REQUEST FOR A TEMPORARY DECISION

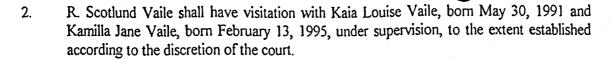
With reservations for further arguments and evidence, the following

#### submission

is made:

1. Cisilie Anne Vaile shall have physical custody of Kaia Louise Vaile, born May 30, 1991 and Kamilla Jane Vaile, born February 13, 1995, for the duration of the case.





The visitation is to take place in Norway.

3. R. Scotlund Vaile is ordered to pay the costs of the case.

Drammen, March 24, 2000

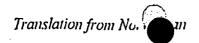
E Hagen [sig.] Elisabeth Hagen Attorney-at-Law

The present pleading with Exhibits in 4 copies, Exhibits in 3 copies.

True translation certified:

Government Authorized Translator

June 28, 2000



#### [logo] THE OSLO MUNICIPAL COURT

**COPY** 

C.J. Hambros pl. 4, P.O. Box 8023 Dep, 0030 Oslo Telephone 22 03 52 00 – Telefax 22 03 53 53 – Bank giro 1609 04 40512 – Postal giro 0806 5015987

#### ORDER FOR RESPONSE

Case no. 00-03031 A/66: Cisilie Vailoe - R. Scotlund Vaile

By May 8, 2000 at the latest, the defendant

R. Scotlund Vaile c/o Jane & Frank Fiori 7640 Little Valley Avenue, Las Vegas, NV 89117, USA

must either deliver to the court a written response in the case or meet personally in court and submit a response. If the response is sent by post, it must be posted on the deadline date at the latest.

If no response is made, a judgement in default may be pronounced on the basis of the plaintiff's presentation of the details of the case.

A written response should be presented in at least 4 identical examples:

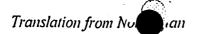
If the defendant has objectives to the case being brought, this must be done in the response. The defendant is urged to provide information in the response on his stance regarding the plaintiff's claims. The defendant should also present any remarks concerning time, place and notification of the main proceedings, and whether it is required that lay judges be called in.

The evidence the defendant wishes to present should be mentioned or submitted in the response, or as soon as there is an opportunity to do so. The court may, according to detailed rules, refuse to allow the evidence to be presented, for example if this evidence is not presented as soon as there is an opportunity to do so.

It is also requested that the counsels take note of the contents of the "Oslo Municipal Court's guidelines for the handling of civil cases", which are enclosed.

True translation certified:

Government Authorized Translator



Case no. 00-03031 A/66: Cisilie Vailoe - R. Scotlund Vaile

#### Court-sponsored mediation

From 1 January 1999, the Oslo Municipal Court is involved in a trial scheme with court-sponsored mediation (cf. the enclosed: "Court-sponsored mediation - some brief information".

By the expirance of the deadline for response, both plaintiff and defendant are asked to state whether they wish court-sponsored mediation.

Oslo Municipal Court, 17 April 2000 for Assistant Judge Liv Dahl

Kari-Anne Krogsrud [sig.]
Kari-Anne Krogsrud, Dept. 6, fax 22 03 53 87
Senior Secretary/ 22035395

A copy has been sent to the plaintiff for her information.

True trunclation certified:

Government Authorized Translator

June 28, 2000

# HJORT

DA

MEMBERS OF THE NORWEGIAN BAR ASSOCIATION

Oslo, 28 April 2000

EB/LW

#### PLEADING

to

#### OSLO MUNICIPAL COURT

Case no.: 00-03031 A/66

Plaintiss:

Cisilie Vaile

Gøteborgg. 1, 0566 Oslo

Counsel:

Elisabeth Hagen, Attorney-at-Law Nedre Storgate 11 B, 3015 Drammen

Plaintiff

Robert Scotlund Vaile c/o Jane & Frank Fiori 7640 Little Valley Avenue Las Vegas, NV 89117, USA

Counsel:

Hjort DA, Attomeys-at-Law

Repr. by Elsbeth Bergsland, Attorney-at-Law

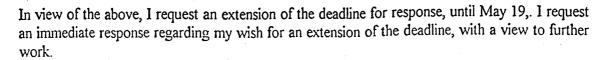
P.O. Box 471 Sentrum, 0105 Oslo

\*\*\*

Reference is made to the complaint of March 24, 2000 from Attorney Elisabeth Hagen, and the order to respond by a deadline of May 8,

My client is domiciled in the USA. He will be coming to Norway for a short visit in mid-May. I have agreed to meet with him on Tuesday May 16,. In order for me to be able to write a satisfactory response, it is essential for me to be able to discuss the case in more detail with my client.





The present pleading in five - 5 - copies, one of which has been sent directly to the counterpart's attorney. The pleading has additionally been sent to the court by telefax no. 22 03 53 53.

Oslo, 28 April 2000

[sig.]

Elsbeth Bergsland Attorney-at-Law

True translation certified:



id: 0047 22 47 18 18

P. 2] Page 3/3

Hjort DA, Attorneys

Page 2

In view of the above, I request an extension of the deadline for response, until May 19, I request an immediate response regarding my wish for an extension of the deadline, with a view to further work.

The present pleading in five - 5 - copies, one of which has been sent directly to the counterpart's attorney. The pleading has additionally been sent to the court by telefax no. 22 03 53 53.

Oslo, April 28, 2000

[sig.]

Elsbeth Bergsland Attorney-at-Law

The deadline for response is extended until May 19, 2000. 12

Oslo Municipal Court, 020500 Liv Dahl Deputy Judge

To be sent to Attorney Bergsland by telefax Copy: Attorney Elisabeth Hagen

True translation certified:

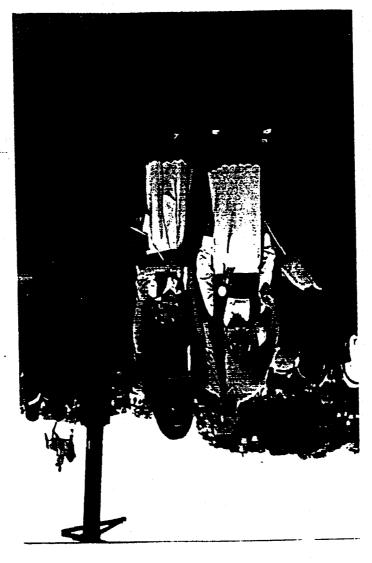


Government Authorized Translato

<sup>&</sup>lt;sup>1</sup>The text in italies has been added by hand to the second page of the letter. Translator's comment

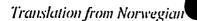
<sup>&</sup>lt;sup>2</sup>The page appears to have received by fax after the comments have been added. Translator's comment.

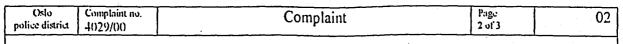
EXHIBIT\_\_\_\_



oby junch, bjeth teisbeit nyset end Kenaladest) inch Kenrilla on the 17th of ten - only a few incurs looper thay were

[logo] Oslo Police Distict			Compt. 40290		oc. no.		
Gronlandsleiret 44 0180 Oslo Telephone 22 66 90 50	Com	olaint	no. 21656	.6		. 02	
	•	•			ige no. of 3		
Date # . Time May 17, 2000 22:15	Written by PC Marius Gunnert	ıd	Oslo I	Police Dist	·		
Case .	1		1 0310 1	Office Dist			
Reported action	<u> </u>	· · · · · · · · · · · · · · · · · · ·	Investigatio				
Children kidnapping (Sectio	n 216).		011430 -	· A 1.43 tion Section	nn ·		
From date . Time To d	Stat. letter	Stat. letter   Stat group Vlocus   Zone					
May 17, 2000 19:30 Ma Municipality where action took place	K Responsible	C 1503 011447					
OSLO			90272 -	CHRISTIA		Anne	
Site of action			Cathrine Investigator	•		· · · · · · · · · · · · · · · · · · ·	
Continental Hotell			Loberg			•	
Address of site of action STORTINGSGATA 30		Post no. and	i place				
Stolen/damaged	•	1					
Site investigated Traces date	Value (approx.)	Insurance		Authorisation	i from board	d (if a	
Complainant	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·					
Name				Nation		Gender	
VAILE, Cisilie		Postal no.	and city	1 0501	69 47476 Tel	F I. pvt	
Gotcborggt. I	•	0566 OS		22 38 52 (			
Employer, address, postal number a	ind city				Te	l. employer	
Can be reached during the day (wor	rk tel.)						
Legal guardian				<del>,</del>	······································		
Type of guardian - Name, address.	postal no. and city, telepho	ne				· · · · · · · · · · · · · · · · · · ·	
Reported by							
Name			National	ID	Tel	. pvt	
Address		Postal no. an	d city		Cor	nnection	
Employer, address, postal code and	diy				Tel	. employer	
Can be reached during the day (wor	rk tel.)			<del></del>		· · · · · · · · · · · · · · · · · · ·	
Witness(es)	* ** ** · · · · · · · · · · · · · · · ·						
Witness's name, address, postal cox PORSBØLL, Kjetil, No		I OSI O tel 9	97 16 21 50	0		-	
Suspect Suspect		.^		<del>-</del>			
Suspect's name VAILE, Robert Scotlum	nd	<del></del>		Identity 050169	no. 9 28153	Gender M	
Address		Postal cod	•		Tel. pvt		
Employer, address, postal code and	laty and first the strongs.	ene e e e e e e e e e e e e e e e e e e			Tel. en	oloyer ***	
Can be reached during the day (wo		<u> </u>					
						2	





#### Statement

#### Been informed of

- responsibility as complainant and witness
- right to refuse to make a statement to the police Willing to make a statement, and made the following statement:

The complainant states that she was married to the defendant for 8 years. For 7 of these years they lived together in the USA. Columbus Ohio and in Virginia. During the last year, 1997-98, they lived in London. They were divorced there in summer 1998. She was then allowed by him to take the children with her to Norway.

Last autumn the complainant decided to remain in Norway, and contacted him. They had a contract to the effect that she was to come to him if he required it, and that she should do this within 6 weeks.

When he heard that she wanted to stay in Norway, he said "No way", that this must never happen. After that she was always present when he visited for fear that he would take the children and leave.

He then went to court in Las Vegas. Neither the complainant nor the children have ever lived there. They have only been there on visits. The defendant's parents live there, and have done for the past two years. Here he obtained an a order without either the complainant or the children being present, to the effect that he should have sole custody of the children, and that they should come to the USA.

The complainant then contacted Attorney-at-Law Elisabeth Hagen in Drammen, who in turn contacted the Oslo Court of Execution and Enforcement to have this decision overturned. The defendant has since contacted the Oslo Court of Execution and Enforcement, where he requested an extension of the deadline for a response until he could meet in connection with the case on May 19.

In principle, the case should have been heard in the Oslo Court of Execution and Enforcement within 6 weeks.

The defendant then came to Oslo. The complainant does not know when he came, but thinks he came yesterday. He attended a meeting with his attorney. The complainant thinks her name is Elisabeth Bergsland.

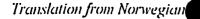
The complainant met him yesterday at 15:30 at Oslo Central Station. Here they picked up their daughter Kaia, who arrived with the bus from school. He was with them for the rest of the evening, until about 19:30. His new girlfriend is called Anne. She is from Belgium, and has a Belgian surname which the complainant does not remember.

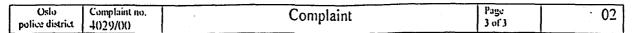
They then agreed to meet the following day. They met at 09:45 in the Palace Park, and watched the Children's Procession for a couple of hours before going to Akershus Fortress. They then looked at Huseby and at the Royal Guard before going to the Theatre Cafe to eat. In connection with Kaia's birthday, the defendant wanted to give her a present. This was up in the hotel room, and they all went up there. This hotel room was a large suite with several rooms. Here she received an Aqua CD. The defendant andAnne said that they had a surprise for the children in one of the bedrooms. This bedroom was right by the entrance to the suite, while the complainant sat right at the back of the lounge and did not have a view of the exit. The defendant then came back immediately, and started to discuss the coming court case with the complainant. He was very intense in the discussion, and they remained sitting talking for what the complainant believes may have been about 45 minutes.

He then disappeared quickly out of the room, and into the lift, and disappeared. The complainant and her boyfriend then began to look for the children, and discovered that they were gone. The door into the room they thought the children were in was locked, and there was no sound from there. The rest of the suite had been emptied of personal belongings.

They then went down into reception, and learned that the desendant had lest 2 minutes ago, and that he had lest a letter that was to be handed over to the police if they asked. They were given this letter, and it contained a copy of the court order from Las Vegas.







They then rang the police and were driven to Sentrum Police Station.

The compainant knows that he has struck his children previously, and uses this as a means of achieving discipline.

The complainant believes that he has kidnapped the children in order to take them to the USA, where he has a court order to the effect that he has legal custody of the children, and she can therefore not do much as soon as they have arrived there. She believes that he has deliberately taken the children now before any court order comes from the Court of Execution and Enforcement so that she has no opportunity to get the children back if they manage to reach the USA.

The complainant has not made a decision as to whether a request should be made for the perpetrator to be charged and punished for the reported matter. She wishes primarily only to have the children back, and will take a stand on this once they are.

It is requested that compensation for financial loss as a result of the kidnapping should be included in the event of a penal case. The size of the claim with necessary documentation will be submitted as soon as possible.

Has been informed of the possibility of treatment in a conflict resolution board, and does not agree that the case should be decided there, since they have talked together before without any results being achieved.

Read aloud/read through and accepted.

Cisilie Vaile [sig.]
Cisilie Vaile

Marius Gunnerud [sig.]
PC Marius Gunnerud

True translation certified:

ENTERNATION OF THE PART OF THE

Government Authorized Translator



#### Attorney-at-Law Elisabeth Hagen MNA

#### PLEADING

TO

#### THE OSLO MUNICIPAL COURT

#### PETITION FOR AN INJUNCTION AGAINST LEAVING THE COUNTRY

Case no.: 00-03031 A.

Plaintiff: Cisilie Vaile, Gøteborggt. 1, 0566 Oslo

Counsel: Elisabeth Hagen, Attorney-at-Law, N. Storgt. 11 b, 3015 Drammen

Defendant: R. Scotlund Vaile, c/o Jane & Frank Fiori, 7640 Little Vallue Avenue, Las

Vegas, NV 89117, USA

Counsel: Elsbeth Bergsland, Attorney-at-Law, P.O. Box 471 Sentrum, 0105 Oslo

Reference is made to the complaint and petition for a temporary decision of March 24, 2000.

As stated on the summons, Exhibit 6, the defendant had brought a case before the District Court, Family Division, Clark County, Nevada. Through this court's decision of April 19, 2000, the Defendant was awarded primary physical custody of the children.

#### Exhibit 1: Court Order of April 19, 2000

As far as we are aware, the Defendant has not submitted any demand for return pursuant to Article 11 of the Parental Kidnapping Prevention Act.

#### Current situation.

During visitation yesterday, May 17, the Defendant kidnapped the children. The Plaintiff does not know where the children and the Defendant are now, and has been unable to contact him.

The case has been reported to the Oslo Police Station.

Exhibit 2: Complaint of May 17, 2000.



Attorneys sharing office premises, but not necessarily partners

fransianon from trouve sen

There are clearly ground fearing that the defendant will take the dren with him out of Norway, to prevent the case being tried in court.

There is an urgent need for the court to impose an injunction against leaving the country, pursuant to Section 43 a of the Norwegian Children and Parents Act.

It is similarly required that that court immediately make a temporary decision to the effect that the Plaintiff shall have the primary physical custody of the children while the case is in progress. Reference here is made to the Petition for an Interim Decision, point 1.

The Oslo Municipal Court is requested to immediately impose an injunction against leaving the country, and to reach a decision on temporary physical custody.

The following

#### supplementary plea

is submitted:

1. R. Scotlund Vaile is forbidden to leave Norway with Kaia Louise Vaile, born May 30,1991 and Kamilla Jane Vaile, born February 13, 1995.

This pleading in 4 copies, enclosure in 3. The pleading is also being sent by telefax to no. 22 03 53 87.

Drammen, 18 May 2000-06-26 E. Hagen [sig.]

Elisabeth Hagen Attorney-at-Law

tion certified:

Government Authorized Translator

June 28, 2000

# **ADVOCATES** HJORT

MEMBERS OF THE NORWEGIAN BAR ASSOCIATION

Oslo, May 18, 2000

EB/mn

#### RESPONSE

TO

#### **OSLO MUNICIPAL COURT**

Case no.: 00-03031 A/66

Plaintiff:

Cisilie Vaile

Gøteborgg. 1, 0566 Oslo

Counsel:

Elisabeth Hagen, Attorney-at-Law

Nedre Storgate 11 B, 3015 Drammen

Defendant

Robert Scotlund Vaile c/o Jane & Frank Fiori 7640 Little Valley Avenue Las Vegas, NV 89117, USA

Counsel:

Hjort DA, Attorneys-at-Law

Repr. by Elsbeth Bergsland, Attorney-at-Law

P.O. Box 471 Sentrum, 0105 Oslo

The case concerns: Case pursuant to the Norwegian Children and Parent Act, physical custody, visitation.



**AKERSGATEN 2** P.B. 471 SENTRUM 0105 OSLO

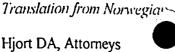
TELEFAX:

ADVOKATEIRMA CHIORTH NO

**BANK GIRO** POSTAL GIRO 0807 2095503

KREDITKASSEN 6001.05.31880

BRUSSELS: 42 RUE DU TACITURNE TELEPHONE. 32 2 280 0670 -0552 B-1000 BRUSSEL



Reference is made to the complaint and petition for an interim decision, and the order for a response, with the extension of the deadline for response to May 19, 2000 through an endorsement from Assistant Judge Liv Dahl on May 2, 2000

#### Section 64 of the Norwegian Children and Parent Act - the argument for dismissal

1.1 It is argued primarily that the case should be dismissed, since neither the defendant nor the children are resident in Norway (cf. Section 64, 1st paragraph litra b of the Children Act). This must at least apply to the main case.

It is correct that the children have lived in Norway since July 14, 1998, a place of residence that was established according to agreement between the parties. However this residence was to be only temporary, and I refer to Exhibit 2, page 11, point 5 of the complaint, where it states that temporary residence in Norway was to last until July, 1999 at the latest. After that date, Cisilie Vaile was obliged to move to the USA.

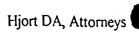
When the parties decided to dissolve their marriage, they spent a lot of time discussing the situation of the children. The defendant's view was that it would be for the best of the children if they moved back to the USA from London. It was in the USA they had lived most of their lives. Out of consideration for Cisilie Vaile, however, the defendant accepted that the plaintiff could live in Norway for one year with the children. It was thus out of consideration for Cisilie Vaile and not the children that he adopted this position.

After Cisilie Vaile and the children moved to Norway, the defendant investigated various job possibilities in the USA, and at the same time looked for a place for all parties to live from summer 1999. He applied for a job in Chicago, Illinois, which is a short car trip from his family in Ohio. He asked Cisilie Vaile whether she had any objections to moving to Chicago, which was not one of the towns listed in the agreement between the parties (cf. Page 9, Clause 4 of the Agreement). Cisilie Vaile accepted Chicago as city of residence. Later in the spring of 1999 she changed her mind, however, and in October 1999 she admitted that she did not intend moving back to the USA.

Cisilie Vaile's stand on not wanting to move back to the USA is in conflict with the agreement. Her unlawful attitude cannot mean that the children must thereby be regarded as resident in Oslo. Consequently the main case must be dismissed by the Oslo Municipal Court.

As regards legal practice in this connection, reference is made to page 402 of the Norwegian Legal Gazette of 1984, which must be interpreted such that a long-term stay is not sufficient





to make it possible to claim that a party or the children must be regarded as "resident" in the country. It is necessary for there to be an "intention" that the stay is to be permanent. The present parties had no such intention.

Reference is further made to page 1144 of the Norwegian Legal Gazette, where it is stated that moving the child by self-help as a general rule does not mean that the child changes its residence. Cisilie Vaile has in reality exercised self-help in retaining the children in Norway beyond the agreed time period.

1.2 The plaintiff submitted a complaint to the Oslo Municipal Court on March 24 2000. The complaint was served on the plaintiff by the undersigned on March 26, 2000. Robert Scotlund Vaile submitted a complaint to an American Court on April 18, 2000 (cf. Exhibit 6 to the complaint). An order in the American case was made on April 12, 2000. Here Robert Scotlund Vaile was awarded physical custody of the children (cf. Exhibit 1).

If the court were to establish that the children must be regarded as resident in Norway, and that the Oslo Municipal Court is thus competent to pronounce a judgment in the case pursuant to Section 64, second paragraph, litra b, of the Children Act, the plaintiff will maintain that the court should dismiss the case on the grounds that the subjects of dispute as presented in the complaint have already been resolved through the American judgement. Section 64, first paragraph, litra c of the Children Act establishes that the case can be brought before a Norwegian court "if the question of parental responsibility or visitation right has previously been decided in Norway, unless there is a need to have the question decided abroad, and the decision-making body believes that the case should be decided there."

In the present case, it is not the case that parental responsibility or visitation rights have previously been decided in Norway. On the contrary, the issue was resolved by an American court. This should lead to the Municipal Court dismissing the case. I refer also to comments in Karnov to this rule, from which the following is quoted:

"Following a concrete appraisal, the Norwegian authorities can nevertheless dismiss the case. An absolute condition is that it is possible to have the question decided abroad. Beyond this, the decision-making body must make a concrete assessment. The relevant questions are whether it can be expected that a Norwegian decision will be recognised in the other countries in question, how strong a connection the parties have with Norway compared with other countries, and whether foreign authorities have reached a decision in the meantime. (NOU page 145, column 2)".

The children lived in the USA from the time they were born, and up to 1 August 1997. They then lived in London for one year, and then moved temporarily to Oslo. Both children thus have longest connections with the USA.





# 2 Section 19 of the Parental Kidnapping Prevent Act - the court can not reach a decision at present

The parties have entered into an agreement in consequence of Exhibits 2 and 3 to the summons. In addition there is a legal decision from the District Court, Clark County, Nevada. Robert Scotland Vaile is considering having the children returned pursuant to the Haag Convention on kidnapping of children of October 25th 1980. This convention has been ratified by both Norway and the USA.

In connection with the Child Kidnapping Convention, Norway has got the Child Kidnapping Act of 8 July 1998 no. 72. Section 19 of the Act contains the following:

"If during the treatment of a case relating to physical custody or visitation rights pursuant to the Children Act, no. 7 of April 8, 1981, it is learnt that a petition has been submitted for the return of the child pursuant to Section 11 of the present Act, the court shall not reach a decision in the case before the petition has been finally decided."

Sections 11 and 19 of the Child Kidnapping Act are among those that are applicable in the relationship between the USA and Norway (cf Section 1 (2) of the Act. The defendant will ask his American attorney to submit a case for return of the children.

After this the defendant will alternatively claim that the Oslo Municipal Court cannot reach a decision in the case before the petition for return pursuant to the Haag Convention has been finally decided.

#### 3 The facts of the case

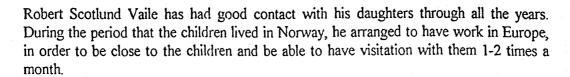
If the court should find that it is competent to reach a decision in the case, the defendant will claim that he should have physical custody of the children, since he considers this the best solution for them.

When the parties entered into the agreement in London, they considered carefully how the children would get the best possible solution in terms of care after their parents' separation. They considered it best for the children to live in the USA, and have good contact with both parents. Robert Scotland Vaile maintains that this would still be the best solution for the children.

Kaia has lived in the USA for 6 years, and Kamilla has lived in the USA for about 2 1/2 years. This is the place where they have lived longest. They have close ties with their family in the USA.



Hjort DA, Attorneys



The plaintiff has unfortunately not in any satisfactory manner contributed to ensuring that the children have been able to ring, complainte etc. to their father. Nor has the defendant received satisfactory information about the children's everyday lives, including schooling and pre-school attendance. It seems to the defendant as though the plaintiff does not wish the children to have a good relationship with their father. However the defendant is of completely the opposite view regarding his children's relationship with their mother. He is loyal and contributes to ensuring that the children have a positive relationship with both their parents. Thus he is of the opinion that he is the one who will ensure that the children have the best possible overall contact with their parents. This is a crucial point in the assessment of who should have physical custody of the children.

Robert Scotlund Vaile works in the IT business. For the last three years, he has worked on IT security for Swiss banks. His work situation has now changed. His new employer is stationed in the USA, and the defendant can work from his home. He is resident i Las Vegas, and intends to continue living there. His current work situation does not entail travel.

As the case has developed after the plaintiff moved to Norway, the defendant believes that he should have physical custody of the children, as laid down in the judgement from the District Court of Clark County, Nevada.

## 4 Petition for an interim decision

Robert Scotland Vaile is of the view that the children should also live with him temporarily. The argumentation will be the same as in the main case (cf. point .. above).

## 4 Reservation is made for further arguments and evidence

## 5 Submission

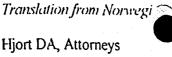
In the main case, the following

submission

is made:

Primary: The case should be dismissed





# Alternatively:

- 1 Robert Scotland Vaile shall have physicl custody of Kaia Louise Vaile, born May 30, 1991, and Kamilla Jane Vaile, born February 13, 1995.
- Cesilie Anne Vaile shall have visitation with Kaia Louise Vaile, born May 30, 1991 2 and Kamilla Jane Vaile, born February 13, 1995, as determined at the discretion of the court.

In both cases: Cecilie Anne Vaile is ordered to pay the case costs.

In connection with the petition for an interim decision, the following

### submission

### iis made:

- Robert Scotlund Vaile shall have physicl custody of Kaia Louise Vaile, born May 30, 1991, and Kamilla Jane Vaile, born February 13, 1995, for the duration of the case.
- Cesilie Anne Vaile shall have visitation with Kaia Louise Vaile, born May 30, 1991 and Kamilla Jane Vaile, born February 13, 1995, for the duration of the case, as determined at the discretion of the court.
- 3 Cesilie Anne Vaile is ordered to pay the case costs.

The present response in four identical copies, one of which has been sent directly to Attorney Elisabeth Hagen.

Oslo, May 18, 2000

Elsbeth Bergsland

Attorney-at-Law

True translation certified:

June 28, 2000

Government Authorized Translator

[Norwegian coat of arms]

### THE OSLO MUNICIPAL COURT

On May 18, in the year 2000, a court session was held in the Oslo Courthouse for the pronouncement of a

## ORDER

Judge:

Assistant Judge Liv Dahl

Reporter:

\_

Case no.:

00-03031 A/66

Plaintiff:

Cisilie Vaile, Gøteborggt. 1, 0566 OSLO

Counsel for

the plaintiff:

Attorney Elisabeth Hagen, N. Storgt. 11 b, 3015 Drammen

Defendant:

Robert Scotlund Vaile, c/o Jane & Frank Fiori, 7640 Little Valley Avenue, Las

Vegas, NV 89117 USA

Counsel for

the defendant:

Attorney Elisabeth Bergsland, P.B. 471 Sentrum, 0105 OSLO



The following

order

was made:

Case concerns a petition for a temporary decision in a custody case and a petition for an injunction against the parties' joint children, Kaia Louise Vaile, born May 30, 1991, and Kamilla Jane Vaile, born February 13, 1995, from leaving Norway.

## Background to the case

Robert Scotland Vaile and Cisilie Anne Vaile entered into matrimoney in Utah, USA on June 6, 1990. They lived in Ohio and Virginia, before moving to London in August 1997. The children were born in the USA. Both children are Norwegian and American citizens. As the court understands it, the parties were divorced through a decision from the District Court, Clark County, Nevada on August 19, 1998, and that at the same time a decision was made regarding the physical custody of the children, on the basis of an agreement of July 9, 1998 between the parties.

On July 9, 1998 the parties also entered into a Norwegian agreement concerning legal custody and physical custody. According to this agreement, the parties were to have joint legal custody, while Cisile Vaile was to have the physical custody of both children.

Cisilie Vaile then moved with both children to Goteborggt. 1 in Oslo, where she and the children have lived since. Robert Scotlund Vaile has apparently lived partly in London and partly in Switzerland.

Before Christmas 1999 Robert Scotlund Vaile announced that he was going to move back to the USA, and apparently demanded that mother and children should also move to the USA. Cisilie Vaile was opposed to this.

A Mediation Certificate from Sentrum Family Counselling Services, Oslo, dated January 17, 2000, is presented.

On behalf of Cisilie Vaile, Attorney Elisabeth Hagen has made a complaint through the Oslo Municipal Court, and at the same time petitioned for a temporary decision. The complaint contains a submission to the effect that the mother should have physical custody of the children, and that the father should have visitation rights stipulated according to the discretion of the court, and under supervision. It was stated in the complaint of the that the defendant had brought a case before the District

Iransiation from Norwegia

Court, Family Division, Claudeunty, Nevada, which included the requiremed custody of the children, plus "return" of the children to the USA.

The complaint has been served on the defendant's counsel, who requested an extension of the deadline for a response because the defendant was expected in Norway on May 16, 2000. The deadline for responding was extended to 19 May 2000. A response has not yet arrived.

In the pleading received by telefax on May 18, 2000, Ms Hagen has on behalf of the plaintiff petitioned for an injunction on leaving the country, and requested the court's immediate decision for temporary custody.

With respect to the petition for an injunction on leaving the country, the following main arguments are made:

Through a decision of April 19, 2000 from the District Court, Family Division, Clark County, Nevada, Robert Scotland Vaile was awarded physical custody of the children. As far as Cisilie Vaile knows, he has not submitted a claim for return pursuant to the Parental Kidnapping Prevention Act.

During visitation yesterday, May 17, the defendant kidnapped the children. The plaintiff does not know where the children and the defendant are now, and cannot contact him. The situation was reported to the Oslo Police Station the same day.

There are clearly grounds for fearing that the defendant will take the children with him out of Norway, to prevent the case being tried in court. There is an urgent need for the court to impose an injunction on leaving the country, pursuant to Section 43 a of the Norwegian Children and Parents Act.

It is similarly required that the court immediately make an interim decision (cf. the complaint).

The following submission

is made:

1. Cisilie Anne Vaile shall have physical custody of Kaia Louise Vaile, date of birth May 30, 1991 and Kamilla Jane Vaile, date of birth February 13, 1995 for the duration of the case.



Translation from Norwegia

- 2. R. Scotlund Vaile have visitation with Kaia Louise Vaile and amilla Jane Vaile under supervision to an extent stipulated at the discretion of the court. Visitation is to take place in Norway.
- R. Scotlund Vaile is forbidden to leave Norway with Kaia Louise Vaile, date of birth May 30, 1991
   and Kamilla Jane Vaile, date of birth February 13,
- 4. R. Scotland Vaile is ordered to pay the costs of the case.

Ms Hagen stated by telephone today that she has been in contact with Ms Bergsland. Ms Bergsland stated that she had no knowledge of where the defendant is staying.

#### The court observes

On the basis of the information available, it is possible that the defendant has already left the country. If he has not left, there is reason to believe that his stay in Norway is of a purely temporary nature. Consequently the Court finds that the petition for a ban on leaving the country must be decided without the defendant being given the opportunity to make a statement.

The Court notes that the parties have joint legal custody (cf. Section 34, second paragraph of the Norwegian Children and Parent Act, and the parties' agreement of July 9 1998. As the court understands it, the American court order from April this year concerns only the issue of physical custody.

It follows from Section 43, first paragraph, of the Children Act that in the case of shared legal custody, the parents must agree if the child is to move abroad. It has been established that the mother has not given her consent to any such move.

The mother has now brought a motion concerning physical custody and visitation. When the parents disagree about legal custody or whom the child should live with, neither of the parents must take the child out of the country without the other's consent (cf. Section 43, second paragraph of the Children Act). The ban on leaving Norway according to Section 43, second paragraph does not, however, apply to brief journeys abroad when it appears evident that the child will return. This is also the point of departure pursuant to Section 43 a. If it is uncertain whether the child willreturn, the court may impose a ban on travelling abroad with the child. The court may impose a ban for a particular journey, or generally. A general ban on travel abroad may be for a limited period of time.

Translation from Norwegic

The court is aware that the an American Court Order concerning physic stody. What significance should be placed upon this must be considered in more detail in connection with the main case.

On the basis of the existing information, the court finds that it is highly probable that the father intends to settle with the children in the USA. Decisive weight is placed on the fact that the father informed mother that he was going to move to the USA, and that he has taken legal steps in the USA to obtain physical custody of the children. Emphasis is also placed on the fact that the mother has opposed his plans to move, and that father has now taken the children with him without informing the mother where they are staying. There is thus a real danger that father will take the children out of the country without returning to Norway.

The court therefore upholds the petition for a ban on leaving the country, albeit with the limitation that the ban be made for a limited period of time. It is pointed out that the defendant has not had the opportunity to make a statement before the court reached its decision. Consequently the ban is initially imposed until August 18, 2000.

It is assumed that it will be sufficient to hand in the children's passports to make the ban on leaving Norway effective. The children apparently have both Norwegian and American passports. It is assumed that also foreign passports can be confiscated, since a ban on leaving the country has now been imposed pursuant to Section 43 of the Children Act (see Backer p. 276).

The petition for a temporary decision in the child custody case is left until later. Reference is made in particular to the fact that a response has not yet come.

The question of case costs is left until the ruling or judgement that concludes the Oslo Municipal Court's handling of the case (cf. Section 179, first paragraph, litra 3 of the Norwegian Civil Disputes Act).





Robert Scotlund Vaile, date of birth January 5, 1969, is forbidden to leave Norway with the children Kaia Louise Vaile, born May 30, 1991, and Kamilla Jane Vaile, born February 13, 1995. The ban applies until August 18, 2000. The children's passports must be handed over and retained by the police during the same period.

The matter of case costs is left until the order or judgement that concludes the case.

Court dismissed

Liv Dahl [sig.]
Liv Dahl
Assistant Judge

\*\*\*\*

The order is to be made known to the counsels.

The order can be appealed to the Borgarting Court of Appeal.

The interlocutory appeal must be submitted in writing to the Oslo Municipal Court within 2 – two – weeks of the order being announced. The appellant can also apply by the deadline to the office of the court and have the statement of appeal taken down there. At the same time as the statement of appeal, the appellant must pay the appeal charge which is 6 times the court charge. As per January 1, 2000 this amounts to NOK 3 600.

The order is being sent to the Oslo Police District. The police are requested to see to it that the children's passports are handed in. As indicated above, the children's current location is unknown. By way of information it is mentioned that on May 17, 2000 Cisilie Anne Vaile filed a complaint against Robert Scotlund Vaile, complaint no. 40290/00 with the Oslo Police District.

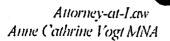
The order was sent by telefax the same day to the counsels and the Oslo Police District.

True translation certified:

BUTTHE STATE OF THE Government authorized translator

EXHIBIT ()

Translation from Norwegi.



# Kontorfellesskap<sup>l</sup>

Attorney-at-Law Brit Engebakken MNA

Attorney-at-Law Elisabeth Hagen MNA

The Norwegian Ministry of Justice and Police Civil Department Att. Anders Hoel OSLO

Fax: 22 24 27 22

Drammen, May 19th 2000 EG/tt

## Application for return - kidnapping of children

The undersigned represents Cisilie Anne Vaile.

Enclosed please find applications for the return of Cisilie Anne Vaile's two children, Kamilla Jane and Kaia Louise Vaile, an application form for Kamilla Enclosure a, application form for Kaia Enclosure b.

The children's father, Robert Scotlund Vaile, kidnapped the children on Wednesday, May 17 2000, with the assistance of his Belgian girlfriend Anne (last name not known) and probably his brother-in-law, Scott Bishop. The matter was reported to the Oslo Police District the same day. A copy of the complaint is enclosed as Exhibit 1.

Since May 17, Cisilie Anne Vaile has not heard from either the children or Robert Scotlund Vaile. She has attempted to ring some of his family and friends. All of them state that they did not know of his plans to kidnap the children and do not know where he is.

The kidnapping is clearly to be regarded as kidnapping under the Haag Convention (cf. the Parental Kidnapping Prevention Act).

The children have lived in Norway since July 9, 1998. They were registered here 4 days later, on July 13, 1998. A copy of their residence certificate is enclosed as Exhibit 2.

Cisilie Anne Vaile has the whole time had physical custody of the children. This is in accordance with an agreement of July 9, 1998, included in a Decree of Divorce from the District Court, Clark County, Nevada. The Decree of Divorce is enclosed as Exhibit 3 together with the Agreement of July 9, 1998 as Exhibit 4. Pursuant to the existing agreement, the children's passports were handed over to Cisilie Anne Vaile according to the Court Order, which is attached as Exhibit 5.

A Norwegian agreement was also entered into on July 9, 1998 according to which there was full agreement that Cisilie Anne Vaile should have physical custody of the children. A copy of the Norwegian agreement is enclosed as Exhibit 6.

The children's physical custody situation and residence was legally established through an agreement between the partners and according to the Court Order.



<sup>&</sup>lt;sup>1</sup>Attorneys sharing office premises, but not necessarily partners

Hansidion from Norwegi

At Christmas 1999 Rob cotlund Vaile announced that he was o gain going to take up residence in the USA. He asked her and the children to move to the USA. Cisilie Anne Vaile was opposed to this for several reasons; the children had settled in Norway, and she herself had got a job. Moving to the USA would tear up the children and would lead to Cisilie Anne Vaile being without a job and without child support (she had to surrender her alimony in July 1998).

Robert Scotlund Vaile brought a case before the District Court, Clark County, Nevada.

Cisilie Anne Vaile brought a case before the Oslo Municipal Court. A copy of the complaint is enclosed as Exhibit 7.

The District Court, Clark County, Nevada was written to by the undersigned, contesting the legality of the jurisdiction. This letter was returned by the District Court. A copy of the letter to the District Court and the [letter of] return from the District Court are enclosed as Exhibit 8 and Exhibit 9.

The District Court, Clark County, Nevada, made a decision on March 29, 2000, according to which Robert Scotland Vaile was awarded physical custody for the children. A copy of this decision is enclosed as Exhibit 10.

According to the decision from the District Court, this side has waited for a request from the American authorities for return according to the Haag Convention on the Parental Kidnapping Prevention Act. As far as is known, Robert Scotland Vaile has not submitted such a requirement, or has possibly received a negative reply from the American central authorities.

Rather than choosing this method of approach, he has thus chosen to kidnap the children, to prevent a legal test in the Court of Execution and Enforcement (see Section 11 of the Parental Kidnapping Prevention Act) and possibly subsequent main case for the Oslo Municipal Court).

On May 18, 2000 the Oslo Municipal Court made an order imposing an injunction on leaving the country [Norway]. A copy of the order is enclosed as Exhibit 11.

The children have been subjected to a classic kidnapping according to a scheme that was planned over a long period of time. As a point of information it should be mentioned that Kaia, who is nearly 9, does not want to move to the USA or her father, and Kamilla, who has not lived in the USA since she was 3 years old, has Norwegian as her mother tongue.

\*\*\*

Cisilie Anne Vaile has tried to ring some of Robert Scotlund Vaile's relatives and former "mutual friends, and those she has managed to contact indicate that they are unaware of Robert Scotlund Vaile's plans for kidnapping, and that they do not know where he is now.

Thus it is not known which country the children are in now. There is reason to believe that they are still in Europe, and that he is trying to take the children with him to the USA.



Possible countries in Et are the following, for the following reason

ersonsonson je van 1902 n.s.s.

- England, London . Robert Scotlund Vaile worked in London for a long time. The last known address in London was: c/o Markus Heal, 8 Riders Terrace, London NW 8 0 EE.
- 2. Belgium Robert Scotlund Vaile's current girlfriend Anne (last name not known at present) participated actively in the kidnapping, and her country of residence may therefore be a possible temporary location.
- 3. Switzerland Robert Scotlund Vaile has worked in Switzerland through the past year.
- 4. If Robert Scotlund Vaile has reached the USA with the children, it is possible that he will first attempt to stay with his youngest sister Heather (Dunbrax) Maddux, 12718 Acadian Trail, Austin, Texas, 78727 USA, phone 512 335 4382.

Other possible places in the USA may be with or in connection with his brother-in-law Scott Bishop. Scott Bishop was probably involved in the kidnapping, since Cisilie Anne Vaile has been informed that he told other friends that he was going to Norway in connection with the visitation around May 17th. Scott Bishop's address is: 221 North, 650 East, Orem, Utah, 84097 USA.

Robert Scotlund Vaile's father and stepmother: George (Buck) and Janitie Vaile, 76 Worthington, New Haven Road 24, (776 County Road), Marengo, Ohio, 43334 USA, phone 614 747 2218.

Another possibility may be Robert Scotlund Vaile's mother and stepfather, Jane and Frank Fiori, 7640 Little Valley Ave, Las Vegas, Nevada 891 17 USA.

Cisilie Anne Vaile will herself go to the Ministry of Justice to deliver pictures and to sign a written power of attorney.



Translation from Norweg

If further information is required or desired, please contact me as soon as possible, preferably by phone.

The Ministry of Justice is urged to do what it can to have the children brought back to Norway.

[stamp]

Yours sincerely

Elisabeth Hagen [sig.] .

Attorney-at-Law

**ELISABETH HAGEN** 

N. Storgt. 11B

3015 DRAMMEN

Tel.: 32 83 02 00

ATTORNEY-AT-LAW

**Enclosures** 

True translation certified:

OEVERLEY MATHER STATES OF THE

Government Authorized Translator

EXHIBIT K



Lok. L

The Royal Ministry of Justice and the Police

Office of Children's Issues (CA/OCS/CI) Room 4800 US Department of State 2201 C Street, N.W. WASHINGTON DC 20520 USA

Your ref

Our ref 00/08328 A-AK ANH Date 29.05.2000

APPLICATION PURSUANT TO THE HAGUE CONVENTION OF 25 OCTOBER 1980 ON THE CIVIL ASPECTS OF INTERNATIONAL CHILD ABDUCTION – KAMILLA JANE VAILE, BORN FEBRUARY 13 1995 AND KAIA LOUISE VAILE, BORN MAY 30 1991

The Norwegian Ministry of Justice and Police has received an application from Cesilie Anne Vaile for the return of Kamilla Jane and Kaia Louise Vaile from the USA to Norway. With reference to the Hague convention on international child abduction, the Ministry hereby forwards this application. The child is now assumed to be living with their father Robert Scotland (social security no 519 02 6087) in the USA. The applicant does not know the exact whereabouts of Mr Scotland, and she has therefore listed several possible addresses (enclosed). According to Ms Vaile's latest information Mr Scotland is now staying with his father and step mother at the following address:

George (Buck) and Janitye Vaile 766 Worthington New Haven Road 24 Marengo, OH 43334 USA

Phone no: 614 747 2218

Mr Scotlund and Ms Vaile got married on June 6 1990 in Utah, USA and divorced on August 21 1998. They have two children from this marriage, Kamilla Jane born February 13 1995 and Kaia Louise born May 30 1991. Both the children were born in the USA and they are both American and Norwegian citizens. Mr Scotlund and Ms Vaile and the children lived together in the USA until August 1 1997 when they moved to London, England. In connection with the divorce the parties had an extensive

agreement worked and deciding that the children were going have their primary residence with the mother, Ms Vaile, until they reach the age of ten years old (Article IV of the agreement). It further states that the parent by whom the children have primary residence shall have his/her primary residence in the USA. However the agreement have a provision giving Ms Vaile the right to take the children to Norway to stay with her temporarily at least until July 1 1999. After July 1 1999 Ms Vaile according to the agreement is obliged to move to the USA on four weeks prior notice from Mr Scotlund to live within 20 miles from Mr Scotlund's residence.

Ms Vaile and the children moved to Norway on July 9 1998 and they have been staying in Norway since then. Mr Scotlund remained in England and has been staying partly there and partly in Switzerland. Some time before Christmas 1999 Mr Scotlund gave notice to Ms Vaile that he was planning to move back to the USA. According to the agreement he wanted Ms Vaile to move to the USA to live within 20 miles of his residence.

Ms Vailerefused to move as she meant that moving would not be for the best for the children. On January 17 2000 the parties tried to reach an amicable solution through mediation in Norway, but they could not agree.

According to the agreement it shall be governed by the laws of the State of Nevada, USA. On April 19 2000 the District Court of Clark County, Nevada, USA ordered that Mr Scotland shall have primary physical custody of the children. On March 24 2000 Ms Vaile initiated a case before the District Court of Oslo, Norway as she regards Oslo the place of residence for the children and thereby that Oslo is the only competent court in this matter. There is no final decision in the case before the Court of Oslo.

On May 16 2000 Mr Scotlund came to Norway. On May 17 he arranged to meet Ms Vaile together with the children at his hotel suite in Oslo. With help from his girlfriend he managed to sneak the children out of the hotel suite and out the hotel while he himself distracted Ms Vaile. Then he left the hotel in a hurry (see enclosed police report). He and the children probably left Norway later that day. He was probably assisted by relatives.

The mother does not know where the children are at the time other than that they are in the USA. She has spoken to them once on the phone.

The case is complicated. However Mr Scotland's action seems to be in breach of Ms Vaile's rights of custody and thereby in breach of Article 3 of The Hague convention.

The application contains information as mentioned in Article 8 of the convention, photos of the father and the children, a written authorisation as mentioned in Article 28, the agreement between the parties and additional documentation relevant for the case.

For further inform on regarding this application, please c

Ministry of Justice and the Police Att: Mr Anders Hoel P.O.Box 8005 Dep N-0030 OSLO NORWAY

Fax no: +47-22 24 27 22

Phone no: +47-22 24 54 18 or +47-22-24-54-51

E-mail: anders.hoel@id.dep.no

Ms Vaile will come to the USA during the abduction case. Mr Scotland has however informed her that he has reported her to US police for kidnapping. She therefore fears that she will be arrested if she goes there. She would therefore like to know if this police report prevents her from going to the USA.

Please find enclosed the documents concerned in two copies, all translated into English.

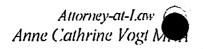
Please keep this Ministry informed of the progress in this case.

Yours sincerely,

Wenche Bjørland Jolland
Assist

Assistant Director General

Senior Executive Officer





# Attorney-at-Law Elisaheth Hagen MNA

### **PLEADING**

[stamp] COPY

TO

## THE OSLO MUNICIPAL COURT

Plaintiff:

Cisilie Vaile, Gøteborggt. 1, 0566 Oslo

Counsel: Elisabeth Hagen, Attorney-at-Law, N. Storgt. 11 b, 3015 Drammen

Defendant:

R. Scotlund Vaile, P.O. Box 2845, Denton, Texas 76202, USA

Counsel: Elsbeth Bergsland, Attorney-at-Law, P.O. Box 471 Sentrum, 0105 Oslo

\*\*\*

Update of status concerning actual situation

As described in a pleading of May 18, 2000, the children were abducted by their father. The abduction took place with the assistance of his relatives.

The defendant was sought via Interpol, but succeeded in reaching the USA with the children. The children were allowed to ring their mother on May 20, 2000 and told her that they had come to the USA with an uncle and their grandparents. Kaia cried, and Kamilla babbled incomprehensibly. It was clear that the telephone conversation was being listened in on, and that the children were not allowed to say where they were. Since then, the plaintiff has only been able to talk to the children once a week by phone. The defendant listens in on the telephone conversations, and the children are not allowed to say where they are. The defendant has told the plaintiff that he is in Texas. He has not been willing to state his street address, and has threatened that she will not be able to see the children any more if she submits a motion for their return.

An application for the return of the children pursuant to the Hague Convention was sent to the American Department of State, Office of Children's Issues by the Norwegian Ministry of Justice on May 29 this year.

Exhibit 1: Copy of application for return of children from the Norwegian Ministry of Justice to the American Department of State of May 29, 2000

In his response of May 19, 2000, page 4, the defendant says that he will proceed with a case for return pursuant to Sections 11 and 19 of the Norwegian Parental Kidnapping Prevention Act (the Kidnapping Act).

The procedure in such a case would have been that the American State Department would first have had to determine whether the case actually was a case pursuant to the Hague Convention (cf. Section 11 of the Kidnapping Act). The question the American State Department would have to decide was whether the "child immediately prior to its removal or retention had been habitually resident in the USA".

It is argued that it is doub whether the American State Department I have considered the present case to be a case pursuant to the Hague Convention. The State Department would then have refused to proceed with the application for return of the children to the Norwegian Ministry of Justice.

If the American State Department had proceeded with a case for return pursuant to the Hague Convention (cf. Section 11 of the Kidnapping Act), the case would have been tried by the Oslo Court of Execution and Enforcement, which would first have had to decide whether this was an illegal abduction or retention pursuant to Section 11 of the Kidnapping Act, and thereafter whether the circumstances in the present case are such as those described in Section 12 of the Kidnapping Act. The situation in the present case is that Kaia did not want to move to the USA.

Through his actions, the defendant has prevented the case being tried by first the American State Department and then the Norwegian courts.

It is required that the Oslo Municipal Court now make a temporary decision to re-establish the status quo with respect to the custody situation, as the parties had established it, and such that any demand from the defendant for the return of the children can be treated in the manner presupposed by the Hague Convention and the Kidnapping Act.

As a result of the defendant's actions, the children have been torn up without preparation, without forewarning, from everything they were used to, moved from their mother who has been their care provider all their lives, and they have subsequently been denied unrestricted contact.

They have been torn away from school, pre-school, their home environment and relatives.

As regards Kamilla, it is noted in addition that Norwegian was her mother tongue. She was no longer able to speak English.

What the defendant has subjected the children to is clearly harmful and shows that he is incapable of putting the children's interests first, which is clearly of significance in an assessment of his ability to care for them.

The defendant's allegations that the plaintiff has prevented contact, or attempted to harm his relationship with his children are refuted. It is noted that, despite her limited financial means, the plaintiff has several times travelled to London with the children so that the defendant could have visitation.

To the plea for dismissal, Section 64 of the Norwegian Children and Parents Act (the Children Act)

I understand the response with respect to this point as indicating that the defendant argues that it was Las Vegas that was to be the correct judicial district in view of the Divorce Decree (cf. Exhibit 2 to the Summons).

To this it should be noted that at the time of the divorce, the parties were living in London. On the basis of the domicile principle, London was at the outset the correct judicial district, and it would have been English law that was applicable.

The background to the decree being pronounced in Las Vegas was that the defendant wanted a divorce because he had met another woman. He wanted to marry her, and was in a hurry to get a divorce. For this reason he chose Las Vegas, Nevada as judicial district, since the legal rules of this state would get him the fastest divorce.

As stated in the Divorce Decree, one condition for the defendant having the case dealt with in Las Vegas, Nevada, was that he had resided and been physically present in Las Vegas for more than 6 weeks before the case was brought.

- 3-

In Complaint for Divorce of July 14, 1998, the defendant swears that he has both formally and physically lived in the state of Nevada for more than 6 weeks prior to July 14, 1998. Reference is made to Complaint for Divorce page 1, I and page 4, "verification".

## Exhibit 2: Complaint for Divorce of July 14, 1998

The facts, however, were that the defendant was in London up to July 9, 1998. On June 8, 1998, the District County Court, London secured an undertaking from him not to leave the country, and ordered him to surrender both his own passports and those of the children.

## Exhibit 3: General form of undertaking, District County Court of June 8, 1998

The defendant's passport was not returned to him until July 9, 1998, the same day that he travelled to the USA (cf. Court Order, County Court London of July 9, 1998, Exhibit 4 to the Summons.

According to what the plaintiff has revealed subsequently, the defendant was in Las Vegas only from July 9 to July 22.

Las Vegas, Nevada, has never been the judicial district. The District Court, Clark County, Las Vegas, Nevada has pronounced its orders of July 1998 and April 2000 on the basis of misrepresentation on the part of the defendant. According to Norwegian law, this is an error that under all circumstances is assumed to have influenced the decision reached (cf. principles pursuant to Section 384, second paragraph, litra 2 of the Norwegian Civil Procedures Act). According to the principles of Section 385 of the Civil Procedures Act, this must have the effect that the decision is set aside.

According to American attorneys with whom the plaintiff has been in contact, the same would apply according to American law. Still according to American attorneys, in addition to having the decision set aside, the defendant risks incurring a penalty for contempt of court. It is argued that Las Vegas, Nevada, is not the judicial district.

Pursuant to Section 64, 1st paragraph, litra b of the Children Act, a case must be brought where the children are resident. The counsel for the plaintiff argues that at the time the case was brought, the children were resident in Norway. The defendant's unlawful self-help does not alter this fact.

It is thus argued that Oslo Municipal Court is the correct judicial district.

From the preliminary work for the Act, (ref. NOU<sup>1</sup> 1977:35) it emerges that the background to the child's place of residence being the judicial district is that the decision shall be made where the decision-making authority can form a reasoned view of the child's situation. The committee that did the groundwork for the Children Act stated that "therefore the committee is of the opinion that Norwegian authorities should always have the right to decide a case if the child is resident in Norway". Reference is made to NOU 1977: 35, page 105.

It also emerges from the preliminary work for the Act and from practice that there has been a desire to put a stop to the growing problem of one parent using unlawful self-help to establish residence in a country other than the one in which the conflict arose, among other things in order to influence

Norges Offentlige Utredninger (Norwegian Government Reports)

the choice of jurisdiction as is not the situation in the present case has therefore become necessary to be able to depart from the rule of the actual residence being the legal residence according to the Children Act and the Kidnapping Act.

Transmont from Hornes

According to theory and legal practice, the question of the "child's residence" pursuant to Section 64 of the Children's Act should therefore be decided against the background of a concrete, overall assessment of all considerations.

It is an indisputable fact that the residence in Norway was established according to agreement between the parties. Norway was established as the country of residence from July 1998. There has thus been no unlawful self-help on the part of the plaintiff in connection with the establishment of the children's residence in Norway, and it is clear that residence in Norway was not of a purely short-term purely temporary nature. She had not moved the children in order to influence the choice of jurisdiction.

(For the record, a transcript from the Norwegian Population Register is attached, which shows that the move was reported on July 9, 1998).

## Exhibit 4: Transcript from the Norwegian Population Register

The conflict arose at Christmas 1999, when the defendant announced that he wanted to move back to the USA. At that time the children had been living in Norway with their mother for almost 1½ years. At that time neither of the parties was residing in the USA. The defendant was living in London and working in Europe.

At the time that the conflict arose, as stated, neither of the parties was resident in the USA.

The plaintiff and the children had been living in Norway for 1½ years. This was not a temporarily established residence. In 1998 already the defendant must have understood that the plaintiff could not move to the USA, since in the USA she had no job, no income, and in the Decree of Divorce she was obliged to renounce her right to alimony. Thus is it is clear that when the children moved to Norway, with his consent, in July 1998, the defendant must also have realised that this was more than a temporary stay.

Nor, at the time that the conflict arose, could it reasonably be expected that the plaintiff should bring a case before the County Court, Las Vegas, Nevada. Neither of the parties had ever lived in this judicial district, and neither of the parties lived in this judicial district at the time of the conflict. This court would thus have absolutely no basis for reaching a defensible decision regarding the children. Considerations of reasonableness and appropriateness indicate under any circumstances that at the time that the case was brought, the children must be considered as having been resident in Norway.

As regards the decisions referred to by the defendant, RT<sup>2</sup> 1984/402 and RT 1993/1144, it is pointed out that the facts with respect to establishment of residence in Norway in the present case are quite different from the facts in the decisions referred to. The facts in RT 1984 are that mother and child travelled to the USA without father's knowledge. In the decision from 1993, the Norwegian Supreme Court assumed that any consent did not extend beyond bringing the boy to Norway for a short visit.

A review of other legal practice in this field shows that the cases in which courts have not regarded children as being habitually resident in the countries where they were physically resident, are cases also where the actual residence has been established in an unlawful manner after the conflict in question.

Norwegian Legal Gazette

had arisen. This is not the junction in the present case. (For the recommention is made of RT 1993/1082, RT 1997/1877 and RT 1987/794).

According to the concrete overall assessment that must be made pursuant to Section 64 of the Children Act, the children must be considered to have been living in Norway at the time the case was brought. The unlawful self-help of the defendant does not alter this. The case must be brought before the Oslo Municipal Court.

\*\*\*

## The marriage issue

www.majivan ina neg

The Decree of Divorce has been pronounced against a background of misrepresentation from the defendant.

According to Norwegian law, this is an error that under all circumstances must be assumed to have influenced the decision reached (cf. the principles Section 394, 2nd paragraph, litra 2 of the Civil Procedures Act, cf. Section 395 of the Civil Procedures Act).

According to American attorneys, the probable result of the decisions made in Las Vegas, USA will be setting aside, which also means setting side of the divorce.

The plaintiff had planned to remarry on July 2, 2000. She was advised against this by American attorneys, since in the event of the divorce decree being set aside, she would risk being accused of bigamy. She therefore had to cancel her wedding.

In order to be able to live as normal a life as possible while this case is in progress, she wishes to carry out her planned marriage, but she cannot do this as long as she risks putting herself in a position where she can be accused of bigamy. There is therefore a need for a divorce decree pursuant to Section 22 of the Norwegian Marriage Act (cf. Section 27, 2nd paragraph of the Marriage Act).

The parties have demonstrably lived apart for more than 2 years. The Oslo Municipal Court is therefore requested to pronounce a divorce decree.



Hunsianon from worweg

In the main suit, the following

# supplementary plea

## is submitted:

- 1. The case should be proceeded with.
- 2. Cisilie Vaile and R. Scotlund Vaile are divorced.

\*\*\*

The plea as submitted in the petition for a temporary decision is maintained.

Drammen, July 7, 2000

E. Hagen [sig.] Elisabeth Hagen Attorney-at-Law

This pleading in 4 - four -copies, one copy to be sent directly to Attorney Bergsland.

True translation certified:

SETERLEY WATER

Government Authorized Translator

July 18, 2000

SCOTLUND VAILE vs. CISILIE A. VAILE

IN THE DISTRICT COURTS OF

\* DENTON COUNTY, TEXAS

393RD JUDICIAL DISTRICT COURT

NOTICE OF REGISTRATION OF FOREIGN JUDGMENT/SUPPORT ORDER

ENTON COUNTY DISTRICT CLERK O. BOX 2146

DENTON, TEXAS 76202

940-565-8530

FILED BY: BRIAN S. HOLMAN 1108 N. LOCUST

DENTON, TX 76201

10:

Cisilie A. Vaile C/o Ragnhild Eng 0566 Oslo, Norway

SS#: 280-92-2900

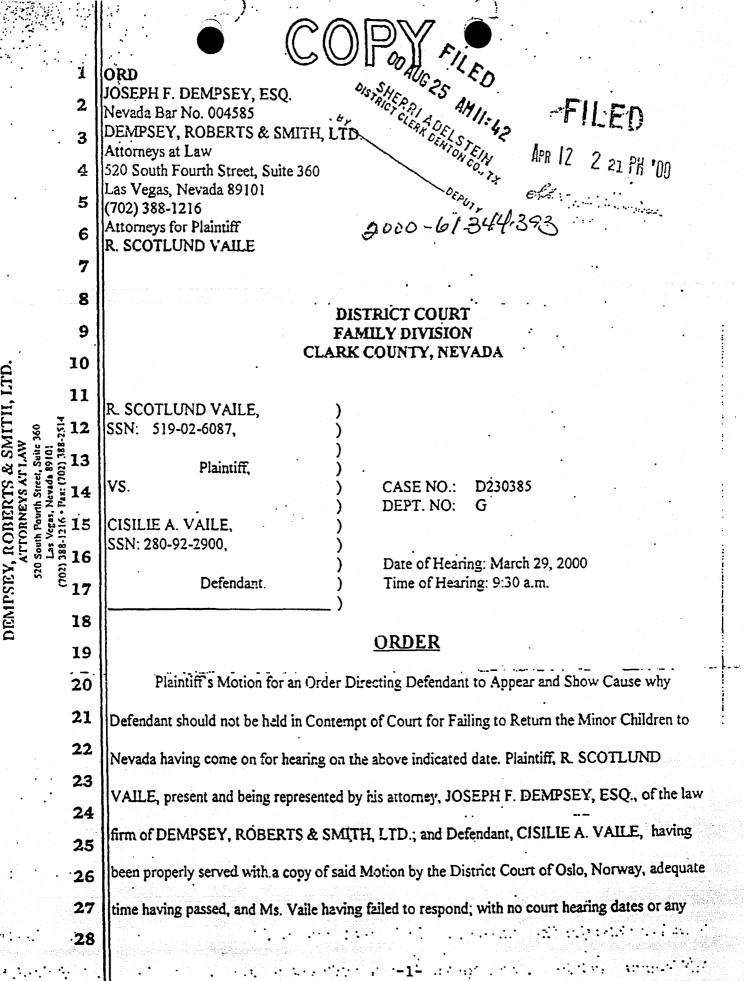
- A COPY OF A FOREIGN JUDGMENT-FAMILY SUPPORT ORDER HAS BEEN REGISTERED IN THE 393RD JUDICIAL DISTRICT COURT OF DENTON COUNTY, TEXAS PURSUANT TO SECTION 159.605 OF THE TEXAS FAMILY CODE.
- 2. A REGISTERED ORDER IS ENFORCEABLE AS OF THE DATE OF REGISTRATION IN THE SAME MANNER AS AN ORDER ISSUED BY A TEXAS COURT.
- A REGISTERED FAMILY ORDER MAY BE MODIFIED IN THE SAME MANNER AS A FAMILY ORDER ISSUED BY A TEXAS COURT.
- A HEARING TO CONTEST THE VALIDITY OR ENFORCEMENT OF THE REGISTERED ORDER MUST BE REQUESTED WITHIN 20 DAYS AFTER THE DATE OF MAILING OR SERVICE OF THIS NOTICE.
- 5. FAILURE TO CONTEST THE VALIDITY OR ENFORCEMENT OF THE REGISTERED ORDER IN A TIMELY MANNER WILL RESULT IN CONFIRMATION OF THE ORDER AND ENFORCEMENT OF THE ORDER AND PRECLUDES FURTHER CONTEST OF THAT ORDER WITH RESPECT TO ANY MATTER THAT COULD HAVE BEEN ASSERTED REGARDING THE VALIDITY OF THE ORDER.

GIVEN UNDER MY HAND AND SEAL OF COURT IN DENTON, DENTON COUNTY, TEXAS THIS THE 28TH DAY OF AUGUST, 2000.

> SHERRI ADELSTEIN, DISTRICT CLERK DENTON COUNTY, TEXAS

STEPHANIE CAMPBELL

CERTIFIED MAIL RECEIPT NO: lent It made



19

20

21

22

23

24

25

26

27

28

other dates relative to this case currently scheduled; and the Court having reviewed all the papers, pleadings and records on file herein, together with the oral argument of counsel and good cause appearing; the Court finds:

IT IS HEREBY ORDERED that Plaintiff's Motion for an Order Directing Defendant to Appear and Show Cause why Defendant should not be held in Contempt of Court for Failing to Return the Minor Children to Nevada is GRANTED.

IT IS FURTHER ORDERED that Defendant is held in Contempt of Court and Defendant is to immediately return the children to Plaintiff, and provide Plaintiff with the children's passports and other documents to enable international travel with Plaintiff to the United States, State of Nevada, County of Clark.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant is in Contempt of Court for Defendant's willful and intentional violation of the provision of the Decree of Divorce, in violation of Nevada Revised Statute 125A.350 (Parental Kidnaping Prevention Act0 and Nevada Revised Statute 125.510(7), which adopted the provisions of the 14th Session of the Hague Conference on Private International Law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded primary physical custody of the parties's two minor children, to wit: KAIL LOUISE VAILE, born May 30, 1991, and KAMILLA JANE VAILE, born February 13, 1995, and awarding Defendant specific visitation rights, within the County of Clark or requiring Defendant to post a bond in accordance with NRS 125.510.