

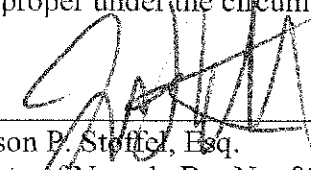
V.

Conclusion

Therefore, based upon the foregoing, the Plaintiff requests this Court to enter an Order:

1. All requests for relief in Defendant's motion be denied.
2. For this Court to dismiss this case as no Parties reside in the State of Nevada with the Plaintiff and the minor child residing in England and the Defendant is living in Turkey.
3. For other relief deemed just and proper under the circumstances.

By: _____


Jason P. Stoffel, Esq.
State of Nevada Bar No. 8898
2011 Pinto Lane, Suite 100
Las Vegas, Nevada 89106
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: attorneys@lvfamilylaw.com
Attorney for Plaintiff

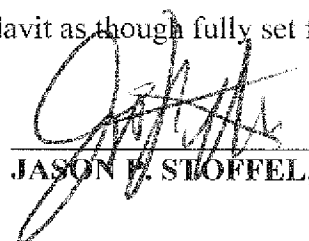
AFFIDAVIT OF JASON STOFFEL – ATTORNEY FOR
PLAINTIFF UNDER NRS 15.010

STATE OF NEVADA)
 ss
County of CLARK)

1. Affiant is the Attorney for Plaintiff in the above entitled action and provides this affidavit in support of this Opposition to Defendant's motion and Counter-motion.

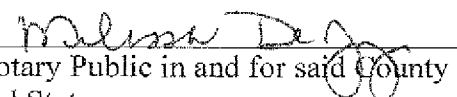
2. The Plaintiff has provided documents and substantial input in the preparation of this opposition/counter-motion, etc. to assist your Affiant to assist with the facts of this motion.

3. Affiant has prepared the foregoing Motion based largely on jurisdictional/procedural issues and hereby certifies that the facts set forth herein are true based on the representations provided by my client and the supporting exhibits thereto, except for those matters stated upon information and belief, and as to those matters, Affiant believes them to be true. Affiant incorporates these facts into this Affidavit as though fully set forth herein.



JASON F. STOFFEL, ESQ.

Subscribed and Sworn to before me this
7th day of May 2014.



Notary Public in and for said County
and State

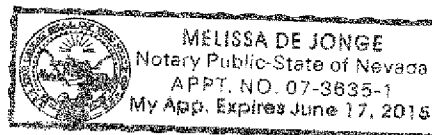


EXHIBIT 1

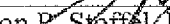
DISTRICT COURT
CLARK COUNTY, NEVADA

Case No: D441849
Dept No: P

NOTICE OF ENTRY OF ORDER

Please take notice that an Order was duly entered in the above referenced case on the 12th day of July, 2013 a copy of which is attached hereto and by reference fully incorporated herein.

DATED this 18th day of July, 2013.

By: 
Jason P. Stoffel, Esq.
State Bar of Nevada No. 8898
2611 Pinto Lane, Suite 100
Las Vegas, Nevada 89106
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: attorneys@lvfamilylaw.com
Attorney for Plaintiff, Kathleen Kar

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Roberts Stoffel Family Law Group, and on the
3 15th day of July, 2013, I placed a true and correct copy of the Notice of Entry of Order (with
4 Order attached), in the United States Mail at Las Vegas, Nevada, with postage prepaid, and
5 addressed as follows:

6 Kathleen Kar
7 9064 Watermelon Seed Ave.
8 Las Vegas, Nevada 89143

9 Mehmet Sait Kar
10 c/o Nichole-Emarah Kiline
11 PSC 94 Box 2389
12 APO AE 09824

13 Mehmet Sait Kar
14 Kemalpassa Mah, 4464 Sok. No: 38
15 Incirlik/Saricam Adana Turkey

16 By: Mary D. J.
17 An Employee of Roberts Stoffel Family Law Group
18
19
20
21
22
23
24
25
26
27
28

1 THE COURT FURTHER NOTED upon inquiry of the Court, Attorney Stoffel stated that
2 the Plaintiff, Kathleen Kar, has not received any child support and the Defendant has very little
3 involvement in the child's life.

4 THE COURT HEREBY ORDERS that the Plaintiff's Motion is granted as unopposed.

5 THE COURT FURTHER ORDERED Plaintiff shall be awarded sole physical and sole
6 legal custody of the minor child, Alexander Kar, born April 1, 2008. This shall be deemed a *final*
7 *custodial order*.

8
9 THE COURT FURTHER ORDERED Defendant's visitation with the child shall be at the
10 sole discretion of the Plaintiff.

11 THE COURT FURTHER ORDERED child support arrears are set in the amount of
12 \$2,800.00 through June, 2013, and shall be reduced to judgment and collectable by any and all
13 legal means plus post judgment interest.

14 THE COURT FURTHER ORDERED that the Defendant's child support obligation to the
15 Plaintiff shall be reset based on the fact that at the time of the Decree, the Defendant was
16 unemployed but now is employed at the Turkish Consulate upon information and belief. The
17 Defendant did not file a Financial Disclosure Form so the Court will use the *Nevada Average*
18 *Wage* to determine how child support should be calculated. *Nevada Average Wage* is currently at
19 \$3,494 based on 2013 data from the Nevada Department of Employment, Training and
20 Rehabilitation. As such, $\$3,494 \times 18\% = \$628/\text{month}$. Therefore, commencing July 1, 2013, the
21 Defendant's new child support obligation to the Plaintiff shall be \$628/month.

22
23 THE COURT FURTHER ORDERED child support is to be collected by wage assignment
24 through the Defendant's current employer.

25 THE COURT FURTHER ORDERED Attorney Stoffel shall prepare today's order and the
26 case shall be closed upon filing of said order.
27
28

- 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

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY "D" FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category "D" felony as provided in NRS 193.130.

The Parties are also put on notice of the following provisions in *NRS 125.510(8)*:

(a) The Parties may agree, and the court shall include in the order for custody of the child, that the United States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in subsection 7.

(b) Upon motion of one of the Parties, the court may order the parent to post a bond if the court determines that the parent poses an imminent risk of wrongfully removing or concealing the child outside of the country of habitual residence. The bond must in an amount determined by the

1 court and may be used only to pay for the cost of locating the child and returning him to his
2 habitual residence if the child is wrongfully removed from or concealed outside the country of
3 habitual residence. The fact that a parent has significant commitments in a foreign country does
4 not create a presumption that the parent poses an imminent risk of wrongfully removing or
5 concealing the child.

6 The Parties are also put on notice of the following provision of *NRS 125C.200*:
7
8 If custody has been established and the custodial parent or a parent having joint custody intends
9 to move his residence to a place outside of this state and to take the child with him, he must, as
10 soon as possible and before the planned move, attempt to obtain the written consent of the other
11 parent to move the child from the state. If the non-custodial parent or other parent having joint
12 custody refuses to give that consent, the parent planning the move shall, before he leaves the state
13 with the child, petition the court for permission to move the child. The failure of a parent to
14 comply with the provisions of this section may be considered as a factor if a change of custody is
15 requested by the noncustodial parent or other parent having joint custody.

16 The Parties are further put on notice that they are subject to the provisions of *NRS 31A*
17 and 125.450 regarding the collection of delinquent child support payments.

18
19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

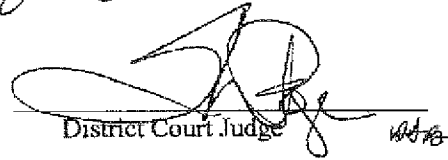
27 ///

28

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

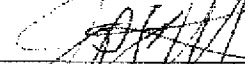
The Parties are further put on notice that either Party may request a review of child support pursuant to NRS 125B.145.

IT IS SO ORDERED this 17th day of July, 2013.


District Court Judge

Respectfully Submitted,

ROBERTS STOFFEL FAMILY LAW GROUP

By:  6-21-13

Jason P. Stoffel, Esq.
State Bar of Nevada No. 8898
2011 Pinto Lane Ste. 100
Las Vegas, Nevada 89106
Phone: (702) 474-7007
Fax: (702) 474-4747
Email: attorneys@lvfamilylaw.com
Attorneys for Plaintiff

EXHIBIT 2

Jason Stoffel

From: Kathleen Mullan [kathleen_kar@hotmail.com]
Sent: Thursday, May 01, 2014 1:55 AM
To: Kar, Kathleen A TSGT USAF (US)
Subject: FW: Sole Custody

From: saitkar@hotmail.com
To: kathleen_kar@hotmail.com
Subject: RE: Sole Custody
Date: Sat, 8 Jun 2013 08:53:28 +0300

thanks

From: kathleen_kar@hotmail.com
To: saitkar@hotmail.com
Subject: RE: Sole Custody
Date: Fri, 7 Jun 2013 10:31:44 -0500

Of course, I will be on in the morning like always.

From: saitkar@hotmail.com
To: kathleen_kar@hotmail.com
Subject: RE: Sole Custody
Date: Fri, 7 Jun 2013 08:41:27 +0300

can I talk to Alex please on Saturday?

From: kathleen_kar@hotmail.com
To: saitkar@hotmail.com
Subject: Sole Custody
Date: Thu, 6 Jun 2013 21:32:23 -0500

Sait,

The courts have mailed you the documents for sole legal custody that I filed on my behalf. I do not owe you an explanation as to why. Your actions are the reason why. I am the only person talking care of Alex, and I need to be able to make decisions that are in his best interests. The court hearing is June 11th and I have enclosed a copy of the petition. This is not a personal issue, rather one that is in the best interests of Alex.

Kathy

Jason Stoffel

From: Kathleen Mullan [kathleen_kar@hotmail.com]
Sent: Thursday, May 01, 2014 1:55 AM
To: Kar, Kathleen A TSGT USAF (US)
Subject: FW: Sole Custody
Attachments: D-11-441849-Z-4303821_SCHD_Schedule_Of_Arrearages.pdf; D-11-441849-Z-4304443_MOT_Plaintiff_s_Motion_For_Sole_Physical_And_Sole_....pdf; D-11-441849-Z-4314598_CERT_Certificate_Of_Mailing.pdf

From: kathleen_kar@hotmail.com
To: saitkar@hotmail.com
Subject: Sole Custody
Date: Thu, 6 Jun 2013 21:32:23 -0500

Sait,

The courts have mailed you the documents for sole legal custody that I filed on my behalf. I do not owe you an explanation as to why. Your actions are the reason why. I am the only person talking care of Alex, and I need to be able to make decisions that are in his best interests. The court hearing is June 11th and I have enclosed a copy of the petition. This is not a personal issue, rather one that is in the best interests of Alex.

Kathy

EXHIBIT 3

Missy DeJonge

From: John Morgan Sames [jmorgan.sames@gmail.com]
Sent: Friday, April 25, 2014 1:11 AM
To: Kar, Kathleen A TSGT USAF (US)
Subject: Fwd: FW: Notification of Assignment Selection

Here is the notification I received.

v/r
Kathleen A. Kar, TSgt, USAF
NCOIC, Mission Planning Cell
Creech AFB
DSN: 384-6161
Comm: 702-404-6161

This electronic transmission contains FOR OFFICIAL USE ONLY (FOUO) information that must be protected under the Privacy Act of 1974 IAW AFI 33-332 and DoD Regulation 5400.22.) Do not release outside of DoD channels; ensure access is limited to personnel with a need to know in the performance of their official duties. If you received this electronic transmission in error, notify the sender by reply e-mail, and delete all copies of message

-----Original Message-----

From: System Generated Email [Do Not Reply] [<mailto:milunique.systems@us.af.mil>]
Sent: Monday, November 04, 2013 4:05 PM
To: KATHLEEN_KAR@HOTMAIL.COM; KAR, KATHLEEN A TSgt USAF ACC 432 OG/UDM; 99 FSS/FSMPD (Career Development)
Subject: Notification of Assignment Selection

TSG KAR, KATHLEEN A,

Congratulations! This is to notify you of your selection for a Permanent Change of Duty Station (PCS). You are required to log-on to the VMPF immediately to complete the Official Assignment Briefing. If you do not access this requirement within 7 calendar days from your Assignment Creation Date of 04-NOV-13, an email will be sent to your commander, and military personnel section advising them of the overdue suspense.

Your military personnel section and/or unit will provide you an "Assignment Notification" report on individual person (RIP) which contains information affecting your assignment.

If you require assistance, please contact your military personnel section.
You may also contact the Total Force Service Center at DSN 665-5000 or toll-free (800) 525-0102 <<tel:%28800%29%20525-0102>> .

EXHIBIT 4

REQUEST AND AUTHORIZATION FOR PERMANENT CHANGE OF STATION - MILITARY

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 8012, Secretary of the Air Force E.O. 9897 (SSN) as amended; Powers and duties: Delegation by 8032 General duties: implemented by Air Force Instruction 36-2102, Base-Level Relocation Procedures.
PURPOSE: Each type of relocation of Air Force personnel requires specific actions described either on a checklist or by selecting a form letter to the responsible line activity having a responsibility for ensuring accomplishment of the action.
ROUTINE USES: In addition to those disclosures generally under 5 U.S.C. 552a(b) of the Privacy Act, these records or information contained therein may specifically be disclosed outside the DoD as a routine use pursuant to 5 U.S.C. 552a(b)(3). "Blanket Routine Uses" apply.
DISCLOSURE: VOLUNTARY; SSN is used to reference member's official records. Failure to provide SSN may make it difficult for member to receive pay and entitlements in coordination with Permanent Change of Station.

The following individual will proceed on permanent change of station: ☐ PCS without PCA ☒ PCS with PCA TED FEB 14

1. GRADE, NAME (Last, First, Middle Initial) TSG KAR, KATHLEEN A 2. SSAN 246-43-2551 3. SAFSC/CAFSC 1N071

4. SECURITY CLEARANCE (include date of last investigation) -SCIDGD 1/14 ELIGIBLE; SINGLE SCOPE BACKGROUND INVESTIGATION 14 JUL 2010 5. REPORT TO COMDR, NEW ASSIGNMENT NLT: 28 FEB 2014 6. TRAVEL DAYS AUTHORIZED IF TRAVELING BY PRIVATELY-OWNED CONVEYANCE: 7

7. TDY ENROUTE

8. UNIT, MAJOR COMMAND AND ADDRESS OF UNIT FROM WHICH RELIEVED: ACC 432 OPERATIONS SUPPORT SQ FFK960 CREECH NV 890180000 9. UNIT, MAJOR COMMAND AND ADDRESS OF UNIT TO BE ASSIGNED: EUC OL HQ AFELM EUCOM JA JE FFFF90 MOLESWORTH UK 094690000

10. TYPE OF TOUR ☒ ACCOMPANIED ☐ UNACCOMPANIED (Check One) ☐ UNACCOMPANIED, DEPENDENTS RESTRICTED 11. TOUR LENGTH (Total No. of Months) 36 12. EXTENDED LONG TOUR VOL NO

13. DEPENDENT TRAVEL: ☒ A. CONCURRENT TRAVEL IS AUTOMATIC ☐ B. CONCURRENT TRAVEL IS APPROVED ☐ C. DEPENDENT TRAVEL IS DELAYED FOR LESS THAN 20 WEEKS ☐ D. DEPENDENT TRAVEL IS DELAYED FOR MORE THAN 20 WEEKS ☐ E. TRAVEL IS AUTHORIZED TO A DESIGNATED PLACE 14. THIS IS A JOIN-SPOUSE ASSIGNMENT (include spouse's grade, name & SSN) NO 15. AUTHORITY FOR CCTVL: CCTVL LISTING AS OF 10 JULY 2012

16. HOMEBASING/FOLLOW-ON ASSIGNMENT (include AAN, GPAS and RNLTG)

17. DEPENDENT(s): (List names, DOB of children, relationship to member and current address) SAMES, JOHN ROBERT SPOUSE 07 AUG 1974 9064 WATERMELON SEED AVE LAS VEGAS NV 89143-4495 KAR, ALEXANDER K CHILD 01 APR 2008 9064 WATERMELON SEED AVE LAS VEGAS NV 89143-4495

18. PCS EXPENSE CHARGEABLE TO: 5743500 324 5871.0* 525725 Insert Applicable Subproject Shred CIG: 4 5 448 0070 525725 TAC: F48D ATAC: F48D10* NTS CHARGEABLE TO: 5743500 324 5878.0N 525725 19. AUTHORITY AND PCS CODE AFI 36-2110 PCS ID: J AAN: 0240N01845

20. AETC/FM TDY Funding, 21. SDN: PB58714001MP0H

20a. All other TDY Enroute Funding.

Pursuant to AFI 32-6001, you will report to the base housing referral office servicing your new duty station before entering any rental, lease, or purchase agreement for off-base housing.

22. REMARKS (Submit travel voucher within 5 workdays after completion of travel. If TDY enroute is authorized, attach receipts showing cost of all lodging used. All promotional items incurred while PCS/TDY must be turned in to AFO upon arrival at gaining base. See reverse for remarks.) PCS ADSC: 36 MONTHS TRAINING ADSC: 0 MONTHS (See AFI 36-2107) 01. (MANDATORY FOR ALL OVERSEAS PERSONNEL) IAW DOD POLICY LETTER DATED 28 JAN 2011, REPEAL OF DON'T ASK, DON'T TELL - ALL ACTIVE DUTY AIRMEN MUST REVIEW THE HOST NATION CUSTOMS AND LAWS OF THE COUNTRY THEY ARE BEING REASSIGNED PRIOR TO DEPARTING CURRENT DUTY STATION. VISIT [HTTPS://GUM-CRM.CSP.DISA.MIL/APP/ANSWERS/DETAIL/A_ID/15632/KW/15632/P/8%2C10](https://gum-crm.csp.disa.mil/app/answers/detail/a_id/15632/kw/15632/p/8%2C10) FOR THE APPROPRIATE RULES.

23. DATE 09 JAN 2014 24. APPROVING OFFICIAL (Type Name and Grade) WEEMS, SYREETA, TSG, USAF, NCOIC, CAREER DEVELOPMENT 25. SIGNATURE OF APPROVING OFFICIAL // SIGNED //

26. DESIGNATION AND LOCATION OF HQ DEPT OF THE AIR FORCE: AFPC RANDOLPH AFB TX 78150-0000 27. SPECIAL ORDER NO: AH-032870 28. DATE 10 JAN 2014

29. TDN FOR THE COMMANDER

30. DISTRIBUTION: AA 31. SIGNATURE ELEMENT OF ORDERS AUTHENTICATING OFFICIAL //signed// TRINITY N FLOREZ, SRA USAF, FUNDING AUTHENTICATOR, TFSC-SA 32. ADDRESS OF GAINING MPF: 100 FSS APO AE 09459-5290

AF FORM 899, 20100910

PREVIOUS EDITIONS ARE OBSOLETE

PRIVACY ACT INFORMATION: The information in this form is FOR OFFICIAL USE ONLY. Protect IAW The Privacy Act of 1974.

REQUEST AND AUTHORIZATION FOR PERMANENT CHANGE OF STATION - MILITARY

This contains information which must be protected (AW AF 33-332 and DoD Regulation 5400.06; Privacy Act of 1974 as Amended Applies, and it is for Official Use Only (FOUO)). It must be protected or Privacy Act information removed prior to further disclosure.

33. CONTINUATION

22. CONTINUED

02. UPON RECEIPT OF ORDERS CONTACT THE TRAFFIC MANAGEMENT OFFICE (TMO) TO MAKE ARRANGEMENTS FOR HHGS SHIPMENT AND TRAVEL.

03. UPON RECEIPT OF ORDERS CONTACT THE FINANCIAL SERVICES OFFICE (FSO) TO MAKE FINANCIAL ARRANGEMENTS AND ADVISEMENT.

04. AIRMAN MUST BE IN UNIFORM AT FINAL OUTPROCESSING APPOINTMENT.

05. IAW PUBLIC LAW 105-264, GOVERNMENT TRAVEL CARD (GTC) USE IS MANDATORY FOR ALL AUTHORIZED EXPENSES UNLESS OTHERWISE EXEMPTED UNDER SPECIFIC PROVISIONS DETAILED IN PARAGRAPH 5 OF THE TRAVEL TRANSPORTATION REFORM ACT. IF AIRMAN IS A GTC HOLDER USE OF HIS/HER INDIVIDUALLY BILLED ACCOUNT IS MANDATORY FOR ALL COMMERCIAL TRANSPORTATION ARRANGEMENTS AND ADVANCE TRAVEL PAY IS NOT AUTHORIZED. IF AIRMAN IS A NONCARD HOLDER THE CENTRALLY BILLED ACCOUNT WILL BE UTILIZED FOR ALL COMMERCIAL TRANSPORTATION ARRANGEMENTS.

06. IAW DEFENSE DIRECTIVE (DODD) 4500.09E, TRANSPORTATION AND TRAFFIC MANAGEMENT, CHAP 401, PARA 0.2 - REQUIRED POLICY, THE COMPLETION OF A CUSTOMER SATISFACTION SURVEY (CSS) FOR EACH SHIPMENT DELIVERED IS REQUIRED WITHIN SEVEN DAYS OF EACH COMPLETE SHIPMENT DELIVERY. AIRMEN/EMPLOYEES ARE REQUIRED TO COMPLETE A CSS VIA THE WEB: [HTTP://WWW.SDDC.ARMY.MIL/SDDC/CONTENT/PUB/46819/CSS%20BROCHURE%20V2.PDF](http://www.sddc.army.mil/sddc/content/pub/46819/CSS%20BROCHURE%20V2.PDF). AFTER REVIEWING THE INSTRUCTIONS, YOU MAY ACCESS AND COMPLETE THE SURVEY AT THE FOLLOWING LINK: [HTTP://WWW.MOVE.MIL/](http://www.move.mil/).

07. AIRMEN AND DEPENDENTS ARE AUTHORIZED EXCESS BAGGAGE NOT TO EXCEED 2 PIECES AT 70 POUNDS EACH. ALL AIRLINE RECEIPTS FOR EXCESS BAGGAGE ARE REQUIRED FOR REIMBURSEMENT, REGARDLESS OF DOLLAR AMOUNT. THE TRAVELER SHOULD BE FINANCIALLY PREPARED TO PAY FOR EXCESS BAGGAGE CHARGES WHILE TRAVELING. EXCESS BAGGAGE IS NOT AUTHORIZED IN CONJUNCTION WITH CIRCUITOUS OR PERSONAL CONVENIENCE TRAVEL IF THE EXCESS BAGGAGE COSTS WOULD NOT BE INCURRED IF GOVERNMENT-PROCURED AIRLINE TICKETS WERE AVAILABLE/USED.

08. TRANSOCEANIC TRAVEL BY GOVERNMENT OR GOVERNMENT PROCURED AIRCRAFT IS DIRECTED. OBTAIN GOVERNMENT-PROCURED TRAVEL RESERVATIONS THROUGH THE TMF/CTO, UNDER PROVISIONS OF AFI 24-101, AND JFTR, PARAGRAPH U3120 AND U5107-8. SELF-PROCUREMENT OF TRANSOCEANIC OFFICIAL TRAVEL AND USE OF FOREIGN FLAG (NON-US) CARRIERS ARE NOT AUTHORIZED UNLESS SPECIFICALLY APPROVED PRIOR TO TRAVEL BY A STATEMENT OF NON-AVAILABILITY AND AUTHORIZATION PROVIDED BY THE TMF/CTO. IF YOU NEED ASSISTANCE WITH YOUR RESERVATIONS CONTACT THE FOLLOWING: AMC FLIGHT CHANGES - 1-800-851-3144 OR ANY TRAFFIC MANAGEMENT OFFICE.

09. DOS: 28 FEB 2017 / AAR: S4-JOINT/DEPUTY ACTIVITY(OVERSEAS) / DEROS: N/A / PPCS: 9NA,9IK,9NC,9TU

10. DEPARTURE CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE I WILL DEPART PCS AT _____ (HRS) _____ (DATE) _____ SIGNATURE

11. POV SHIPMENT/TRANSPORTATION IS AUTHORIZED IAW JFTR, VOL. I, PARA U5405.

12. AIRMAN IS AUTHORIZED FULL JFTR WEIGHT ALLOWANCE IAW JFTR VOL. I, AF SUPPLEMENT, ATTCH 2 AND THE OS FURNISHINGS AND QTRS AVAILABILITY LISTING.

13. AIRMEN HAS MET ALL PPC REQUIREMENTS

14. MEMBER IS NOT AUTHORIZED TO DEPART THE CONUS PORT OF DEPARTURE UNTIL THE FIRST DAY OF THE RNLTD MONTH. TRANSPORTATION ARRANGEMENTS WILL NOT BE MADE THAT ALLOW DEPARTURE PRIOR TO THE RNLTD MONTH.

15. NATO TRAVEL ORDER/ORDRE DE MISSION OTAN. COUNTRY OF ORIGIN/PAYS DE PROVENANCE: THE UNITED STATES OF AMERICA ORDER NUMBER/NUMERO DE SERIE: SEE ORDER NUMBER ON FRONT OF ORDER. 1. THE BEARER (AND GROUP AS SHOWN HERE OR ON ATTACHED LIST/LE PORTEUR (ET PERSONNEL PORTEUR CI-DESSOUS OU SUR LA LISTE JOINTE): SEE GRADE, NAME/NOM, AND SOCIAL SECURITY NUMBER/NO MLE ON FRONT OF ORDER. 2. WILL TRAVEL FROM/FERA MOUVEMENT DE (ENTER FROM LOCATION) TO/A (ENTER TO LOCATION) VIA/VIA (ENTER COUNTRIES EN ROUTE). DATE OF DEPARTURE/DATE DU DEPART (ENTER DATE OF DEPARTURE). EXPECTED DATE OF RETURN/DATE PROBABLE DE RETOUR (ENTER DATE IF APPLICABLE). 3. AUTHORITY (IS/IS NOT) GRANTED TO POSSESS AND CARRY ARMS/AUTHORISATION DE PORT D'ARMES (ACCORDEE/NON ACCORDEE). 4. THE PERSON NAMED IN PARAGRAPH 1 IS AUTHORIZED TO CARRY SEALED DISPATCHES, CONTAINING ONLY OFFICIAL DOCUMENTS, NUMBERED /LA PERSONNE INDIQUEE AU PARAGRAPHE 1 EST AUTORISEE A PORTER PLUS SCSELLES, NE CONTENANT QUE DES DOCUMENTS OFFICIELS, NUMERATES

16. INDICATE IF MEMBER IS AUTHORIZED OR REQUIRED TO CARRY ANY OF THESE ITEMS AND PACKAGE NUMBERS, IF APPLICABLE). 5. I HEREBY CERTIFY THAT THIS INDIVIDUAL/GROUP IS/ARE MEMBER(S) OF A FORCE DEFINED IN THE NATO STATUS OF FORCES AGREEMENT, AND THAT THIS IS AN AUTHORIZED MOVE UNDER THE TERMS OF THIS AGREEMENT/JE SOUSSIGNE CERTIFIE QUE LA PERSONNEL VISA APPARTIENT A UNE ARMEE TELLE QUE DEFINIE DANS L'ACCORD OTAN SUR LE STATUT DES FORCES ARMEES ET QUE CE DEPLACEMENT EST OFFICIEL SELON LES TERMES DE CET ACCORD. 6. THIS TRAVEL ORDER IS TO BE PRODUCED TO CIVIL AND MILITARY AUTHORITIES ON REQUEST/CET ORDRE DE MISSION DEVRA ETRE PRESENT SUR DEMANDE DES AUTORITES CIVILES ET MILITAIRES. OFFICER AUTHORIZING MOVEMENT/OFFICIER AUTHORIZANT LE MOUVEMENT (SEE AUTHENTICATING OFFICIAL ON FRONT OF ORDER). DATE OF ISSUE/DATE DE L'AUTORISATION (SEE DATE ON FRONT OF ORDER).

17. DEPENDENT(S) HAVE BEEN MEDICALLY CLEARED FOR TRAVEL, 11 DEC 2013.

0001

JASON P. STOFFEL, ESQ.

2011 Pinto Lane, Suite 100

Las Vegas, Nevada 89106

(702) 474-7007

Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

KATHLEEN KAR,

Plaintiff(s),

-VS-

MEHMET KAR,

Defendant(s).

CASE NO. D441849

DEPT. NO. P

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

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

MOTION FOR OPPOSITION TO Opposition to Plaintiff's Motion for Contempt

**Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded. (NRS 19.0312)**

NOTICE:

*If it is determined that a motion or
opposition is filed without payment
of the appropriate fee, the matter
may be taken off the Court's
calendar or may remain undecided
until payment is made.*

Mark correct answer with an "X."

1. No final Decree or Custody Order has been entered. ☒ YES ☐ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made. ☐ YES ☒ NO
3. This motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order. If YES, provide file date of Order: Date ☐ YES ☒ NO

If you answered YES to any of the questions above, you are not subject to the \$25 fee.

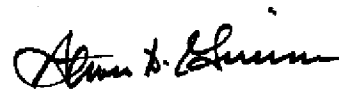
Motion/Opposition ☒ IS ☐ IS NOT subject to \$25 filing fee

Dated this 7th of May, 2014

Printed Name of Preparer

Signature of Preparer

Motion-Opposition Fee.doc/1/30/05



CLERK OF THE COURT

MEHMET SAIT KAR
Kemaipasa Mahallesi
4464 sol. no: 30
Incirlik/Saricam
Adana/Turkey
+90-533-964-9642
saitkar@hotmail.com
Petitioner in Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

KATHLEEN KAR,
Petitioner,

vs.

MEHMET KAR,
Petitioner,

Case No. D441849
Dept No. P

**VIA TELEPHONIC APPEARANCE
FROM TURKEY**

REPLY TO OPPOSITION AND OPPOSITION TO COUNTERMOTION

COMES NOW Petitioner MEHMET KAR, hereinafter "MEHMET", in Proper Person, and respectfully moves this Court for the following relief:

1. That KATHLEEN KAR (hereinafter "KATHLEEN") take nothing by way of her counter motion.
2. That the court acknowledge jurisdiction continues to lie in the State of Nevada, County of Clark, where the parties were divorced.
3. That the court acknowledge if both parents out outside the United States, this action is appropriate in the State with the most significant ties to the children, which remains to be NEVADA.
4. That, in fact, the child has not resided outside the State of Nevada for over six months.
5. That the court acknowledge KATHLEEN's bad faith actions by failing to inform the court of her intention to remove the child from Nevada when seeking sole legal and physical custody; and failing to provide the court her current address - all in bad faith.

1 This Motion is based upon all the records and files in this action, Points and Authorities,
2 Affidavit of Defendant, and any argument adduced at the time of hearing of this Motion.

3 Dated this 12th day of May, 2014.

4 
5 MEHMET KAR
6 Defendant in Proper Person

7
8 **FACTS/HISTORY**

9 The parties in this matter were divorced by JOINT PETITION on March 15, 2011, in Clark
10 County, Nevada. There is one minor child the issue of the parties, to wit: ALEXANDER KAAAN
11 KAR (DOB: 4/1/08), who is presently 6 years old.

12 Nevada retains exclusive jurisdiction over the subject matter of the parties divorce, as well
13 as custody of the child, as no other state has a superior position to address custody issues than
14 Nevada.

15 In fact, the minor child has not resided outside of Nevada for over six months; and Nevada
16 has not relinquished jurisdiction to any other state.

17 In fact, KATHLEEN herself filed a motion seeking sole legal and physical custody heard
18 June, 2013.

19 Under the UCCJEA, in circumstances where neither party continues to reside in Nevada, as
20 in this case due to the military service of KATHLEEN, Nevada properly retains jurisdiction unless
21 and until another state would have a superior position. None does in this matter.

22 The child is a U.S. citizen, and entitled to ongoing relief of the Nevada court.

23 Most troubling is the fact that KATHLEEN comes before the court in bad faith, with unclean
24 hands, seeking that relief in the best interest of the child be denied solely because she is outside the
25 country on deployment with the military. KATHLEEN failed to inform the court of her anticipated
26 deployment when she filed seeking sole legal and physical custody of the child; and she failed to
27 update her address with the court after the relocation.
28

1 Now that she denied MEHMET visitation with the child, which she indicated in her own
2 paperwork seeking sole legal and physical custody of the child that she would NOT do, she wants
3 to somehow deny Nevada's jurisdiction in this matter!

4 KATHLEEN has not provided one statutory authority in support of her allegation that
5 Nevada no longer has jurisdiction.

6 The UCCJEA is codified in Nevada under NRS 125A. NRS 125A.305 addresses the initial
7 child custody jurisdiction.

8 It is undisputed that the parties submitted to the jurisdiction of the State of Nevada at the time
9 of divorce. Nevada assumed personal jurisdiction and subject matter jurisdiction in this matter.
10 Nevada properly made custody orders. Nevada modified those custody orders. Those custody
11 orders remain in effect.

12 Nevada did not relinquish jurisdiction in the Decree of Divorce, or any subsequent order.
13 Therefore, Nevada continues to maintain ongoing exclusive jurisdiction under NRS 125A.315, as
14 set forth herein.

15 With the child temporarily out of the country due to KATHLEEN's military assignment,
16 Nevada still retains jurisdiction as the **MOST CONVENIENT FORUM**. There is no state in the
17 United States with more familiarity of the subject matter jurisdiction than Nevada - and KATHLEEN
18 fails to even allege otherwise.

19 Amazingly, KATHLEEN asks this court to "dismiss" the divorce action since no party lives
20 in Nevada. To "dismiss" the case would be to dismiss the divorce, and leave the parties married.
21 What KATHLEEN is apparently asking is to relinquish jurisdiction, which would leave the orders
22 in effect, but provide another jurisdiction to obtain relief. Since there is no more convenient forum
23 than Nevada; and since Nevada has not relinquished jurisdiction, it is appropriate that Nevada hear
24 this matter; and that relief be granted.

25 KATHLEEN's allegation that she cannot be in contempt of the court order if this case is
26 dismissed is not logical; or a legal argument. Clearly, KATHLEEN is required to comply with the
27 very order she herself obtained. MEHMET did not oppose the sole legal and physical custody
28 because he is living in Turkey; and there was the promise to continue visitation, and a relationship

1 between father and son.

2
3 KATHLEEN's alleging regarding the Full Faith and Credit Clause of the United States
4 Constitution and 28 U.S.C.A. § 1738 is not on point in this matter at all.

5 **UCCJEA IN NEVADA**

6 **NRS 125A.305 Initial child custody jurisdiction.**

7 1. Except as otherwise provided in NRS 125A.335, a court of this State has jurisdiction to make
8 an initial child custody determination only if:

9 (a) This State is the home state of the child on the date of the commencement of the proceeding
10 or was the home state of the child within 6 months before the commencement of the proceeding
11 and the child is absent from this State but a parent or person acting as a parent continues to live
in this State;

12 (b) A court of another state does not have jurisdiction pursuant to paragraph (a) or a court of the
13 home state of the child has declined to exercise jurisdiction on the ground that this State is the
more appropriate forum pursuant to NRS 125A.365 or 125A.375 and:

14 (1) The child and the child's parents, or the child and at least one parent or a person acting as a
15 parent, have a significant connection with this State other than mere physical presence; and

16 (2) Substantial evidence is available in this State concerning the child's care, protection, training
and personal relationships;

17 (c) All courts having jurisdiction pursuant to paragraph (a) or (b) have declined to exercise
18 jurisdiction on the ground that a court of this State is the more appropriate forum to determine
the custody of the child pursuant to NRS 125A.365 or 125A.375; or

19 (d) No court of any other state would have jurisdiction pursuant to the criteria specified in
20 paragraph (a), (b) or (c).

21 2. Subsection 1 is the exclusive jurisdictional basis for making a child custody determination by
22 a court of this State.

23 3. Physical presence of, or personal jurisdiction over, a party or a child is not necessary or
24 sufficient to make a child custody determination.

25 (Added to NRS by 2003, 994)

26 **NRS 125A.315 Exclusive, continuing jurisdiction.**

27 1. Except as otherwise provided in NRS 125A.335, a court of this state which has made a child
28 custody determination consistent with NRS 125A.305 or 125A.325 has exclusive, continuing
jurisdiction over the determination until:

1 (a) A court of this state determines that the child, the child's parents and any person acting as a
2 parent do not have a significant connection with this state and that substantial evidence is no
3 longer available in this state concerning the child's care, protection, training and personal
relationships; or

4 (b) A court of this state or a court of another state determines that the child, the child's parents
5 and any person acting as a parent do not presently reside in this state.

6 2. A court of this state which has made a child custody determination and does not have
7 exclusive, continuing jurisdiction pursuant to this section may modify that determination only if
it has jurisdiction to make an initial determination pursuant to NRS 125A.305.

8 (Added to NRS by 2003, 994)

9 NRS 125A.325 Jurisdiction to modify determination. Except as otherwise provided in NRS
10 125A.335, a court of this state may not modify a child custody determination made by a court of
11 another state unless a court of this state has jurisdiction to make an initial determination pursuant
to paragraph (a) or (b) of subsection 1 of NRS 125A.305 and:

12 1. The court of the other state determines it no longer has exclusive, continuing jurisdiction
13 pursuant to NRS 125A.315 or that a court of this state would be a more convenient forum
pursuant to NRS 125A.365; or

14 2. A court of this state or a court of the other state determines that the child, the child's parents
15 and any person acting as a parent do not presently reside in the other state.

16 (Added to NRS by 2003, 995)

17
18 In addition to failing to provide any statutory authority that Nevada does not have
19 continuing exclusive jurisdiction, or to justify her failure to inform the court of her change of
20 address. This is in violation of the NRS as well.

21 CHILD SUPPORT ISSUE

22 MEHET has a right to review and reduce child support when there is a 20% difference
23 from the amount child support was based upon. In this matter, it is completely made up.
24 KATHLEEN knew or should have known, pay in Turkey is NOT commensurate with the pay in
25 the United States. Further, she had contact with MEHMET, and did not ask. Finally, because
26 MEHMET did not file sooner, he is burdened with a higher support than statutorily required. He
27
28

1 is entitled to relief upon filing. His income is now properly before the court, and he is entitled to
2 relief.

3
4 It is almost comical that KATHLEEN wants the court to "dismiss" this matter because
5 she has removed the child to England for a military assignment, but then complains MEHMET
6 has minimal child support arrears when she set the support arbitrarily high to begin with. She
7 was not acting in good faith when she did so.

8 MEHMET will make provisions to provide for statutory child support, as well as arrears.

9
10 **CONCLUSION**

11 Based upon the facts, MEHMET requests the court order that his visitation remain as set
12 forth in the Decree of Divorce - which was prayed for in KATHLEEN's own motion - which was
13 granted by DEFAULT (and thus should have remained the same); and that in addition,
14 MEHMET be entitled to skype visitation a minimum of once per week; and telephonic visitation
15 at all reasonable times not to be denied; at least an additional time once per week.
16

17 Based upon the facts herein, MEHMET requests KATHLEEN be SANCTIONED in the
18 sum of \$500 per week for missed visitation; and that she be ordered to pay MEHMET's fees and
19 costs of \$350, plus attorney fees if he retains counsel; for having to file this motion.

20 Based on the foregoing, the Defendant asks that the above prayed for relief be granted.

21 DATED and DONE this 12 day of May, 2014.

22
23 
24 MEHMET KAR
25 Defendant in Proper Person
26
27
28

1 Republic of Turkey
2 Province of Adana
3 City of Adana
4 Consulate of the United States
5 of America

AFFIDAVIT OF MEHMET KAR

6 STATE OF)

7 COUNTY OF)

8 I, MEHMET KAR, first being sworn under oath depose and say:

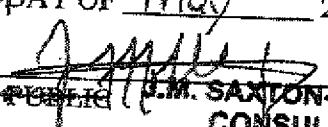
9 1. I request the court acknowledge continuing exclusive jurisdiction, and make a finding it is in the best interest of the child to know his father.

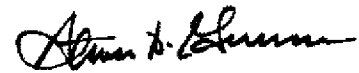
10 2. I request KATHLEEN be SANCTIONED for her interference with future contact, and failing to keep the court - and myself - informed of the child's address. Joint legal custody is appropriate so I can maintain a relationship with our son.

11 Further, your affiant sayeth naught.

12 
MEHMET KAR

13 SUBSCRIBED AND SWORN BEFORE ME
14 THIS 12th DAY OF May 2014.

15 
16 NOTARY PUBLIC J.M. SAXTON-RUIZ
CONSUL



CLERK OF THE COURT

1 **ORDR**

Jason P. Stoffel, Esq.

2 State Bar of Nevada No. 8898

ROBERTS STOFFEL FAMILY LAW GROUP

3 2011 Pinto Lane, Suite 100

Las Vegas, Nevada 89106

4 PH: (702) 474-7007

FAX: (702) 474-7477

5 EMAIL: attorneys@lvfamilylaw.com

Attorney for Plaintiff, Kathleen Kar

6 **DISTRICT COURT, FAMILY DIVISION**

7 **CLARK COUNTY, NEVADA**

9 KATHLEEN A. KAR,

10 Plaintiff,

11 v.

12 MEHMET KAR,

13 Defendant.

) Case No: D441849

) Dept No: P

) **ORDER AFTER HEARING**

) Hearing Date: May 22, 2014

) Hearing Time: 10:00 a.m.

16 This matter having come before the Court on the 22nd day of May, 2014, on Defendant's

17 Motion to Hold Mother in Contempt Et Al. and Countermotion to Dismiss Case for Lack of

18 Jurisdiction, and the Defendant, Not Present, and represented by his attorney of record Amber,

19 Robinson, Esq. in an unbundled capacity and the Plaintiff, Kathleen Kar, not present, but

20 represented by and through her attorney of record, Jason P. Stoffel, Esq., of Roberts Stoffel

21 Family Law Group, and the Court having read the pleadings and argument from counsel rules as

22 follows:

23 IT IS HEREBY NOTED Defendant lives in Turkey and the Plaintiff has moved

24 permanently to the United Kingdom with the military, has remarried, and no longer has a Nevada

25 address.

RECEIVED

JUN 10 2014

FAMILY COURT
DEPARTMENT P

1 THE COURT FINDS that Defendant will need to enforce the Orders in the United
2 Kingdom through the Hague Convention.

3 THE COURT FURTHER NOTED Mr. Robinson has requested Plaintiff's address in the
4 United Kingdom. Attorney Stoffel replied that he will provide it in the Withdrawal of Attorney
5 that will be filed with the Court.

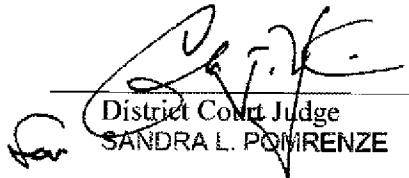
6 THE COURT HEREBY ORDERS that the Defendant's Motion to hold the Plaintiff in
7 contempt of Court is denied in its entirety.

8 THE COURT FURTHER ORDERED there shall be no attorney fees awarded to Plaintiff.

9 THE COURT FURTHER ORDERED this shall be a final Order of the Court and
10 Defendant shall proceed in the United Kingdom.

11 THE COURT FURTHER ORDERED Attorney Stoffel shall prepare today's order and
12 Attorney Robinson shall sign off.

13 IT IS SO ORDERED this 12th day of JUNE, 2014.


14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

District Court Judge
SANDRA L. POMRENZE

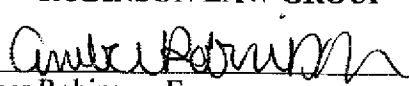
Respectfully Submitted,

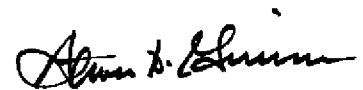
Reviewed as to form and content,

20 **ROBERTS STOFFEL FAMILY LAW GROUP**

ROBINSON LAW GROUP

21 By:  6/19/14
22 Jason P. Stoffel, Esq.
23 State Bar of Nevada No. 8898
24 2011 Pinto Lane Ste. 100
25 Las Vegas, Nevada 89106
26 Phone: (702) 474-7007
27 Fax: (702) 474-4747
28 Email: attorneys@lvfamilylaw.com
Attorneys for Plaintiff

By: 
Amber Robinson, Esq.
State Bar of Nevada No. 10731
1771 E. Flamingo Rd., Suite B-14
Las Vegas, Nevada 89119
PH: (702) 527-2625
FAX: (702) 933-0924
EMAIL:
arobinson@familylawyerlasvegas.com
Attorney for Defendant



CLERK OF THE COURT

1 **NEO**
2 Jason P. Stoffel, Esq.
3 State Bar of Nevada No. 8898
4 **ROBERTS STOFFEL FAMILY LAW GROUP**
5 2011 Pinto Lane, Suite 100
6 Las Vegas, Nevada 89106
7 PII: (702) 474-7007
8 FAX: (702) 474-7477
9 EMAIL: attorneys@lvfamilylaw.com
10 Attorney for Plaintiff, Kathleen Kar

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

9 KATHLEEN A. KAR,
10
11 Plaintiff,

12 v.

13 MEHMET KAR,
14 Defendant.

) Case No: D441849
) Dept No: P
)
)
)

NOTICE OF ENTRY OF ORDER

15 Please take notice that an Order After Hearing was duly entered in the above referenced
16 case on the 16th day of June, 2014 a copy of which is attached hereto and by reference fully
17 incorporated herein.

18 DATED this 16th day of June, 2014.

19 **ROBERTS STOFFEL FAMILY LAW GROUP**

20
21 By: 

22 Jason P. Stoffel, Esq.
23 State Bar of Nevada No. 8898
24 2011 Pinto Lane, Suite 100
25 Las Vegas, Nevada 89106
26 PH: (702) 474-7007
27 FAX: (702) 474-7477
28 EMAIL: attorneys@lvfamilylaw.com
Attorney for Plaintiff, Kathleen Kar

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Roberts Stoffel Family Law Group, that on the
16th day of June, 2014, I served a Notice of Entry of Order (With the Order attached) via
electronic filing pursuant to Clark County District Court Administrative Order 14-2 for service of
documents identified in *Rule 9* of the N.E.F.C.R.

Kathleen Kar
kathleen_kar@hotmail.com

Mehmet Sait Kar
saitkar@hotmail.com

By: 
An Employee of Roberts Stoffel Family Law Group

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

Case No: D441849
Dept No: P

ORDER AFTER HEARING

Hearing Date: May 22, 2014
Hearing Time: 10:00 a.m.

Hearing Time: 10:00 a.m.

permanently to the United Kingdom with the military, has remarried, and no longer has a Nevada address.

RECEIVED

RECEIVED

JUN 10 2014

FAMILY COURT
DEPARTMENT P

1

Non-Trial Dispositions:

- ☐ Other
- ☐ Dismissed - Want of Prosecution
- ☐ Involuntary (Statutory) Dismissal
- ☐ Default Judgment
- ☐ Transferred

Trial Dispositions:

- ☐ Judgment Reached by Trial
- ☐ Judgment Reached by Pleadings
- ☐ Judgment Reached by Settlement/Withdrawal
- ☐ Without Judicial Conf/Hrg
- ☐ With Judicial Conf/Hrg
- ☐ By ADR

1 THE COURT FINDS that Defendant will need to enforce the Orders in the United
2 Kingdom through the Hague Convention.

3 THE COURT FURTHER NOTED Mr. Robinson has requested Plaintiff's address in the
4 United Kingdom. Attorney Stoffel replied that he will provide it in the Withdrawal of Attorney
5 that will be filed with the Court.
6

7 THE COURT HEREBY ORDERS that the Defendant's Motion to hold the Plaintiff in
8 contempt of Court is denied in its entirety.

9 THE COURT FURTHER ORDERED there shall be no attorney fees awarded to Plaintiff.

10 THE COURT FURTHER ORDERED this shall be a final Order of the Court and
11 Defendant shall proceed in the United Kingdom.

12 THE COURT FURTHER ORDERED Attorney Stoffel shall prepare today's order and
13 Attorney Robinson shall sign off.

14 IT IS SO ORDERED this 12th day of JUNE, 2014.
15


16
17 
18 District Court Judge
SANDRA L. POMRENZE


19 Respectfully Submitted,

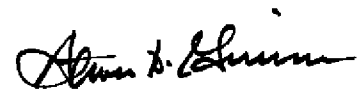
Reviewed as to form and content,

20 ROBERTS STOFFEL FAMILY LAW GROUP

ROBINSON LAW GROUP

21 By:  6/19/14
22 Jason P. Stoffel, Esq.
23 State Bar of Nevada No. 8898
2011 Pinto Lane Ste. 100
Las Vegas, Nevada 89106
24 Phone: (702) 474-7007
Fax: (702) 474-4-7477
25 Email: attorneys@lvfamilylaw.com
Attorneys for Plaintiff

By: 
Amber Robinson, Esq.
State Bar of Nevada No. 10731
1771 E. Flamingo Rd., Suite B-14
Las Vegas, Nevada 89119
PH: (702) 527-2625
FAX: (702) 933-0924
EMAIL:
arobinson@familylawyerlasvegas.com
Attorney for Defendant



CLERK OF THE COURT

1 **WOA**
2 Jason P. Stoffel, Esq.
3 State Bar of Nevada No. 8898
4 **ROBERTS STOFFEL FAMILY LAW GROUP**
5 2011 Pinto Lane, Suite 100
6 Las Vegas, Nevada 89106
7 PH: (702) 474-7007
8 FAX: (702) 474-7477
9 EMAIL: attorneys@lvfamilylaw.com
10 Attorney for Plaintiff, Kathleen Kar

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

10 KATHLEEN A. KAR,
11 Plaintiff,

12 v.

13 MEHMET KAR,
14 Defendant.

) Case No: D441849
) Dept No: P

) **WITHDRAWAL OF ATTORNEY FOR**
) **PLAINTIFF**

16 TO: Kathleen Kar, Plaintiff; and

17 TO: Mehmet Kar, Defendant.

18 Rule 46, Nevada Supreme Court Rules:

19 After Judgment or final determination, an attorney may withdrawal as attorney of record
20 at any time upon the attorney's filing a withdrawal, with or without the client's consent.

21 A final Order having been entered by the Court on the 16th day of June, 2014, and in
22 accordance with the provisions of SUPREME COURT RULE 46, WITHDRAWAL OR
23 CHANGE OF ATTORNEY:

24 Please take notice that the Roberts Stoffel Family Law Group hereby withdraws as
25 attorney of record for Plaintiff, Kathleen A. Kar.

26 \\\

1 The last known mailing address and telephone number of the Plaintiff is as follows:

2 Kathleen Kar
3 PSC 46 Box 75
4 APO AE 09469
5 kathleen_kar@hotmail.com

6 Dated this 16th day of June, 2014.

7 **ROBERTS STOFFEL FAMILY LAW GROUP**

8 By: _____

9 Jason P. Stoffel, Esq.
10 State Bar of Nevada No. 8898
11 2011 Pinto Lane, Suite 100
12 Las Vegas, Nevada 89106
13 PH: (702) 474-7007
14 FAX: (702) 474-7477
15 EMAIL: attorneys@lvfamilylaw.com
16 Attorney for Plaintiff, Kathleen Kar
17
18
19
20
21
22
23
24
25
26
27
28

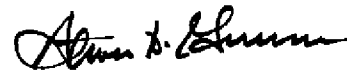
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Roberts Stoffel Family Law Group, that on the 11th day of June, 2014, I served a Notice of Entry of Order (With the Order attached) via electronic filing pursuant to Clark County District Court Administrative Order 14-2 for service of documents identified in *Rule* 9 of the N.E.F.C.R.

Kathleen Kar
kathleen_kar@hotmail.com

Mehmet Sait Kar
saitkar@hotmail.com

By: 
An Employee of Roberts Stoffel Family Law Group



CLERK OF THE COURT

MEHMET SAIT KAR
Kemalpasa Mahallesi
4464 sol. no: 30
Incirlik/Saricam
Adana/Turkey
+90-533-964-9642
saitkar@hotmail.com
Petitioner in Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KATHLEEN KAR,

Plaintiff,

vs.

MEHMET KAR,

Defendant,

Case No. D441849

Dept No. P

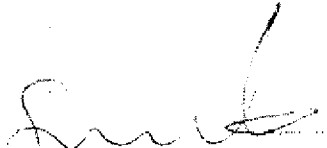
NOTICE OF APPEAL

COMES NOW, Defendant, in Proper Person and gives notice that Defendant intends to file an Appeal in Case D441849, Dept P, Eighth Judicial District Court, Clark County, Nevada.

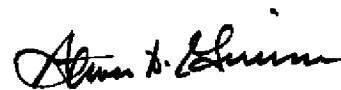
Plaintiff requests waiver of appeal bond in this matter, and to proceed in Proper Person.

This appeal is specifically related to the ORDER, filed 6/16/14, regarding jurisdiction and contempt issues. All parties are US Citizens, presently living abroad, who were divorced in Nevada.

Dated this 25 day of June, 2014.



MEHMET KAR
Defendant in Proper Person



CLERK OF THE COURT

MEHMET SAIT KAR
Kemalpasa Mahallesi
4464 sol. no: 30
Incirlik/Saricam
Adana/Turkey
+90-533-964-9642
saitkar@hotmail.com
Petitioner in Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

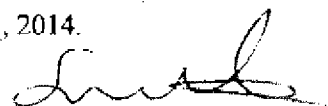
KATHLEEN KAR,	)	Case No. D441849
	)	Dept No. P
Plaintiff,)	
)	
vs.)	
)	
MEHMET KAR,)	
)	
Defendant,)	

**REQUEST FOR AUTHORIZATION TO PROCEED IN PROPER PERSON;
WAIVER OF APPEAL BOND;
AND TO TRANSMIT ENTIRE RECORD ON FILE**

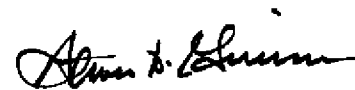
COMES NOW, Defendant MEHMET KAR, and requests authorization of the court to proceed in Proper Person, and that the court submit the entire record on file.

Plaintiff also requests the court waive the bond in this matter and cost of transcripts, as this is a matter of jurisdiction, and contempt issues.

Dated this 26th day of June, 2014.



MEHMET KAR
Defendant in Proper Person



CLERK OF THE COURT

ASTA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Joint Petition for Divorce of:
KATHLEEN A. KAR and MEHMET SAIT KAR,

Case No: D-11-441849-Z
Dept No: P

Petitioner(s),

CASE APPEAL STATEMENT

1. Appellant(s): Mehmet Kar

2. Judge: Sandra Pomrenze

3. Appellant(s): Mehmet Kar

Counsel:

Mehmet Kar
kernalpasa Mahallesi
4464 Sol. No 30
Incirlik/Saricam
Adana, Turkey

4. Respondent (s): Kathleen A. Kar

Counsel:

Kathleen A. Kar
PSC 46 Box 75
APO, AE 09469

5. Respondent's Attorney Licensed in Nevada: Yes

6. Appellant Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

1 8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A

2 ***Expires 1 year from date filed*

3 Appellant Filed Application to Proceed in Forma Pauperis: Yes, June 26, 2014

4 9. Date Commenced in District Court: February 14, 2011

5 10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution

6 Type of Judgment or Order Being Appealed: Misc. Order

7 11. Previous Appeal: No

8 Supreme Court Docket Number(s): N/A

9 12. Child Custody or Visitation: Visitation

10 13. Possibility of Settlement: Unknown

11 Dated This 30 day of June 2014.

12 Steven D. Grierson, Clerk of the Court

13 

14 Teodora Jones, Deputy Clerk

15 200 Lewis Ave

16 PO Box 551601

17 Las Vegas, Nevada 89155-1601

18 (702) 671-0512

**NOTICE OF APPEAL PACKET WORKSHEET
CIVIL / FAMILY**

Case No. D441849

Appellant: MEHMET SAIT KAR

Counsel: **PRO PER
KEMALPASA MEHALLESI
4464 SOL. NO. 30
INCIRLIK/SARICAM
ADANA, TURKEY**

- ☒ \$24.00 filing fee received – Date: 06/26/2014
☐ \$250.00 sent to Supreme Court – Date: _____
☐ \$500.00 Cost Bond Received – Received: _____
☐ Forma Pauperis – Granted: _____
☒ Forma Pauperis Application – Filed: 06/26/2014

Included:

- ☒ Notice of Appeal (NOA) Filed: 06/26/2014
☒ Case Appeal Statement (CAS) Filed: 06/30/2014
☒ Additional Documents
☐ Case Appeal Statement (CAS) (*filed by pro per appellant*)
☐ Certificate of Service (CERT)
☐ Receipt of Copy (REC)
☐ Notice of Cost Bond (NOT)
☒ Other Request for Authorization to Proceed in Proper Person
☒ Index (INDX)
☒ Civil Cover Sheet (CCS)
☒ Order (OR) Filed: 06/16/2014
☒ Notice of Entry (NEO, NEOJ, NOED) Filed: 06/16/2014
☒ Minutes (MINS) Sealed: ☐ All ☐ Portion
☐ Exhibits List (EXH)
☒ Notice of Deficiency (NOD)

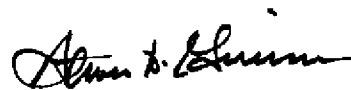
Comments:

☒ Entered on Register Log

Sent to Supreme Court: 6/30/2014

Completed by: Teodora Jones

Rev 07/06/12



CLERK OF THE COURT

MEHMET SAIT KAR
Kemalpasa Mahallesi
4464 sol. No: 30
Incirlik/Saricam
Adana/Turkey
+90-533-964-9642
saitkar@hotmail.com
Petitioner in Proper Person

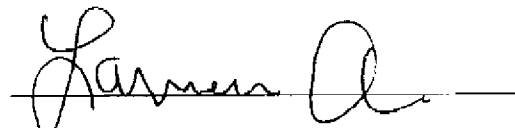
**DISTRICT COURT
CLARK COUNTY, NEVADA**

KATHLEEN KAR,	) Case No. D441849
	) Dept No. P
Plaintiff,)
)
vs.)
)
MEHMET KAR,)
)
Defendant.)

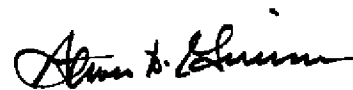
CERTIFICATE OF MAILING

I hereby certify that on the 1 day of July, 2014, I deposited for mailing a true and correct copy of the Notice of Appeal and Reuquest in the United States Post Office, First Class and postage prepaid thereon, addressed to:

Kathleen Kar
PSC 46 Box 75
APO AE 09469



Person Mailing



CLERK OF THE COURT

1 **WOA**

2 Amber Robinson, Esq.

3 Nevada Bar No. 10731

4 **ROBINSON LAW GROUP**

5 1771 E. Flamingo Road, B-114

6 Las Vegas, NV 89119

7 Telephone: 702-527-2625

8 Facsimile: 702-933-0924

9 Email: ~~arobinsonlv@yahoo.com~~ *arobinson@familylawyerlasvegas.com*

10 Unbundled Attorneys for Defendant,

11 Mehmet Kar

12 **DISTRICT COURT**
13 **FAMILY DIVISION**
14 **CLARK COUNTY, NEVADA**

15 KATHLEEN KAR,

16 Plaintiff,

17 v.

18 MEHMET KAR,

19 Defendant.

Case No.: D-11-441849-Z

Dept. No.: P

20 **NOTICE OF WITHDRAWAL OF COUNSEL OF RECORD**

21 TO: MEHMET KAR, Defendant; and

22 TO: JASON STOFFEL, ESQ., Counsel for Plaintiff.

23 **YOU AND EACH OF YOU PLEASE TAKE NOTICE** that Amber Robinson, Esq.
24 of **ROBINSON LAW GROUP** hereby withdraws as Counsel of Record for Defendant
25 Mehmet Kar pursuant to EDCR 5.28 as Ms. Robinson was hired to perform a limited service,
26 and that service has been completed. The client will be representing himself in proper person
27 unless he re-retains this office for additional work or this attorney agrees to represent the
28 client.

1
2 Mehmet Kar may be notified of further Court proceedings at:
3

4 4464 Sok. No:30
5 Incirlik/Saricam
6 Adana Turkey
7 90 533 964 9642
8 saikar@hotmail.com

9 DATED this 5th day of July, 2014.

10 Respectfully submitted by:
11 ROBINSON LAW GROUP
12

13 

14 Amber Robinson, Esq.
15 Nevada Bar No. 10731
16 1771 E. Flamingo Road, Suite B-114
17 Las Vegas, NV 89119
18 Former Attorney for Defendant,
19 Mehment Kar
20
21
22
23
24
25
26
27
28

1
2 **CERTIFICATE OF SERVICE VIA UNITED STATES MAIL AND EMAIL**

3 I hereby certify that I am a citizen of the United States and am employed in Clark
4 County, where this mailing occurs. My business address is 1771 E. Flamingo, Suite B-114,
5 Las Vegas, Nevada 89119. I am over the age of 18 years and not a party to the within cause.

6 On July 1, 2014 following ordinary business practice, I served the foregoing
7 document(s) described as:

8 **NOTICE OF WITHDRAWAL OF COUNSEL OF RECORD**

9
10 in the following manner, by placing a true copy/true copies thereof in a sealed
11 envelope/scaled envelopes, addressed as follows:

12 Mr. Jason Stoffel, Esq.
13 Roberts Stoffel Family Law Group
14 2011 Pinto Lane
Suite 100
Las Vegas, NV 89106

15 Mr. Mehmet Kar
16 4464 Sok. No:30
17 Incirlik/Saricam
Adana Turkey
18 Via Email Only
19

20 X (BY MAIL) I caused such envelope(s) with First Class postage thereon fully
21 prepaid to be placed in the U.S. Mail in Las Vegas, Nevada.

22
23 I am readily familiar with my employer's normal business practice for collection and
24 processing of correspondence and other material for mailing with the United States Postal
25 Service, and that practice is that said material is deposited with the United States Postal
26 Service the same day as the day of collection the ordinary course of business.

27 
28 An Employee of ROBINSON LAW GROUP

FILED

AUG 13 2014 *sg*

Sherry Justice
CLERK OF COURT

1 EOT

2
3
4 EIGHTH JUDICIAL DISTRICT COURT
5 FAMILY DIVISION
6 CLARK COUNTY, NEVADA

7 In the Matter of the) CASE NO. D-11-441849-Z
8 Joint Petition for) DEPT. P
9 Divorce of:)
10 Kathleen A. Kar and)
11 Mehmet Sait Kar,)
12 _____) ESTIMATED COST of
13 Petitioners.) APPEAL TRANSCRIPT

14 The office of Transcript Video Services received a request
15 for transcript estimate, for the purpose of appeal, from Mehmet
16 Sait Kar on August 13, 2014, for the following proceedings in the
17 above-captioned case:

18 MAY 22, 2014

19 for original transcript and one copy.

20 The estimated cost of the transcript is \$30.00.

21 Payment in the amount of \$30.00, payable to Clerk of Court,
22 must be presented to the Clark County Family Court Transcript
23 Video Services Office prior to work commencing on the transcript.
24 Payment must be in the form of cashier's check/money order
25 payable to Clerk of Court, MasterCard/Visa or exact cash.

26 DATED this 13th day of August, 2014.

27 *Sherry Justice*
28 SHERRY JUSTICE
Transcript Video Services

Transcript ESTIMATE amount of \$ _____ paid on
date of _____ Cash _____ Check # _____

This is only an estimate. Upon completion of transcript(s), a balance may be due,
or you may receive a refund of your deposit if overpayment is greater than \$15.00.

NOTE: STATUTORY FEES ARE SUBJECT TO CHANGE PER LEGISLATIVE SESSION.

ITEMS LEFT BEYOND NINETY DAYS ARE SUBJECT TO DISPOSAL WITHOUT REFUND.

COUNTY RETENTION POLICY APPROVED BY INTERNAL AUDIT.

FILED

AUG 22 2014

[Signature]
CLERK OF COURT

1 TRANS

2
3 ORIGINAL

4
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8 In the Matter of) CASE NO. D-11-441849-Z
9 the Joint Petition)
10 for Divorce of,) DEPT. P
11 KATHLEEN A. KAR and)
12 MEHMET SAIT KAR,)
13 Petitioners.)

14 BEFORE THE HONORABLE SANDRA POMRENZE, DISTRICT COURT JUDGE

15
16 TRANSCRIPT RE: ALL PENDING MOTIONS

17 THURSDAY, MAY 22, 2014

18
19
20
21
22
23
24

D-11-441849-Z KAR/KAR 05/22/14 TRANSCRIPT
EIGHTH JUDICIAL DISTRICT COURT - FAMILY DIVISION - TRANSCRIPT VIDEO SERVICES
601 N. Pecos Road, Las Vegas, Nevada 89101 (702) 455-4977

1 APPEARANCES:

2
3 The Petitioner: KATHLEEN A. KAR (Not present)
4 For the Petitioner
5 Kathleen Kar: JASON P. STOFFELL, ESQ.
6 Roberts Stoffell Family Law Center
7 2011 Pinto Lane, #100
8 Las Vegas, Nevada 89106
9 (702) 474-7007

10
11 The Petitioner: MEHMET SAIT KAR (Not present)
12 For the Petitioner
13 Mehmet Kar: AMBER ROBINSON, ESQ.
14 Robinson Law Group
15 1771 E. Flamingo Rd., Ste 114B
16 Las Vegas, Nevada 89119
17 (702) 524-2671
18
19
20
21
22
23
24

1 LAS VEGAS, NEVADA

THURSDAY, MAY 22, 2014

2 P R O C E E D I N G S

3 (THE PROCEEDING BEGAN AT 09:59:03.)

4 THE COURT: D441849, Kar versus Kar.

5 Counsel, please state your names and bar numbers for
6 the record.

7 MR. STOFFEL: Jason Stoffel, Bar Number 8898, on behalf
8 of Plaintiff, Kathleen Kar, not present. She's on active
9 military service in the United Kingdom.

10 MS. ROBINSON: Good morning, Your Honor.

11 Amber Robinson, Bar Number 10731, unbundled today on
12 behalf of Mehmet Kar.

13 And, Your Honor, he does live in Turkey. And I know
14 that the Court will not call long distance. But I have him on
15 standby on e-mail. He is willing to call in.

16 THE COURT: Here's my question. How do I have
17 jurisdiction?

18 MS. ROBINSON: Well, I believe that you have continuing
19 active juri -- jurisdiction because she is a military member.

20 THE COURT: But she had a permanent reassignment. It
21 wasn't a temporary, and that means she moved. That means she
22 literally moved, and that's the problem. Had it been a
23 temporary assignment and the paperwork would reflect that,
24 then I would -- I -- you could make that argument; and I would

1 agree.

2 But the only question I have is, did she change her
3 domicile?

4 MR. STOFFELL: Yes.

5 THE COURT: I grant you, she moved permanently. Does she
6 maintain a Nevada address?

7 MR. STOFFELL: Zero, nothing. She has nothing here and
8 no possessions, no anything, voter registration, every --

9 THE COURT: I mean, I -- I know that's tough. I think
10 your client might have to figure out under a UK law how to
11 domesticate this order and see if he can get it enforced in
12 the UK. But I don't see how I have jurisdiction. Everything
13 is remote.

14 MS. ROBINSON: Well, respectfully, Your Honor, you have
15 continuing exclusive jurisdiction until someone else takes
16 over. So if that -- that's your position --

17 THE COURT: I -- I know what you're saying, and I think
18 it becomes a -- but I have continuing jurisdiction if there's
19 one party who remains in the state. The problem is, I have
20 nobody here. I don't have anybody here.

21 I would have continuing jurisdiction if your client
22 was still in Nevada, or if the Plaintiff was maintaining a
23 Nevada domicile, which members of the military do, do. But in
24 this case, just reading the paperwork from the military, it

1 looks like she moved to England lock, stock and barrel having
2 had sole legal and physical custody of the child. She should
3 have come to the Court for an order permitting it; but even
4 so, she had the decision -- that decision to make.

5 In that split second, I was deprived of
6 jurisdiction. That's where I -- that's where I don't have the
7 continuing. Once neither party resides in the state on a
8 permanent basis, then I lose it. I mean, this happens a lot
9 with state to state.

10 MS. ROBINSON: Well, technically I -- I would agree a
11 certain extent. You -- you would lose it once somebody does
12 something to make another Judge take it over. But -- but you
13 can't just say, I don't have jurisdiction anymore.

14 THE COURT: It's not -- I don't -- how --

15 MS. ROBINSON: Then this child is just floating.

16 THE COURT: -- is it enforced? I mean, I think what your
17 client's best option is, is let's assume even I would agree
18 with that, and with all due respect I don't think I do, but
19 even if I were to agree with that and I would issue an order
20 requiring this, that or the other, how is he going to enforce
21 it? You think I'm going to drag her from the UK and hold her
22 in contempt?

23 And, you know, as a practical matter, if your client
24 wants to be in this child's life, the smartest thing for him

1 to do, and I think frankly the easier thing for him to do, is
2 to seek some remedy from the Court in the UK because I don't
3 see how I can do anything that would be of any benefit to him
4 anyway.

5 And that's where the problem lies, and that's why I
6 think I've been deprived of jurisdiction. Nothing I can do is
7 really going to be enforceable here. And that's the point of
8 the UCCJEA.

9 You know, he still has the ability under the Hague
10 Convention to take his order that he has at this point and
11 seek to get that enforced because that's essentially what he's
12 looking to do. He claims that there's, you know, little
13 contact. The Skype isn't working, et cetera, et cetera, which
14 is the order he has. And this is a request for contempt. But
15 again, he's also asking to modify visitation. I don't think I
16 have the authority to do it.

17 Now, it might be an unanswered question; but I've
18 always taken the position, I think so have all my colleagues,
19 that once nobody's here, we're done. As long as it's a
20 permanent relocation, we're done. We don't have jurisdiction.

21 MS. ROBINSON: But -- but this child -- but then we would
22 be giving jurisdiction over to the UK where --

23 THE COURT: It --

24 MS. ROBINSON: -- she's not going to live forever. And

1 this child is a U.S. citizen.

2 THE COURT: How do I know that?

3 MR. STOFFELL: She's telling me that she is. She goes,
4 I'm in service for three years. But she goes, I have nothing
5 in Nevada. I have nothing to come back to.

6 And she said everything is done. Her car's there,
7 registered to vote, everything is there.

8 She goes, I have no family back here.

9 She got remarried since the last hearing in June of
10 last year, so.

11 THE COURT: I mean, if she moves back here, then maybe
12 your client can seek to, you know, reinstate the order here
13 and try to get me to take jurisdiction. But it would be
14 taking jurisdiction. It wouldn't be that I had.

15 And one of the thing's your client said, which is
16 incorrect, is the parties would be forming -- well, Mr.
17 Stoffell and his client were there and we didn't get any
18 response from your client in June.

19 In June, it was before she got her, congratulations
20 you're moving to England e-mail. So she had no idea that she
21 wasn't going to be here. So I don't think she pulled any kind
22 of trick on him. I think she got an opportunity, you know,
23 and when you're -- the Air Force, right?

24 MR. STOFFELL: Air Force, yes, Judge.

1 THE COURT: When you're in the Air Force and you get
2 reassigned to a place like England as opposed to maybe Cutter,
3 it's a real opportunity. So, you know, it's just -- she
4 probably put in for it.

5 MS. ROBINSON: Right, he --

6 THE COURT: But she didn't necessarily know she was going
7 to get it.

8 MS. ROBINSON: -- he -- he kind of felt like it was in
9 the pipeline. She knew about it. This is why this motion
10 happened.

11 THE COURT: But that's the way the military works, you
12 know. The officers in the military, they put in for
13 reassignments. And what they are only allowed to do, unless
14 there's some need and the military is reassigning them because
15 it wants to, what you do is you select three.

16 MS. ROBINSON: Uh-huh.

17 THE COURT: And then they tell you which one you got; and
18 or they tell you, you didn't get any of them; and you stay
19 put. But the military, it's -- it's like a game of chess with
20 reassignments.

21 And I don't know that she knew; and I don't have any
22 evidence that she knew in June that she was going to get any
23 of her selections, let alone the particular one that happened
24 to be England. And, yeah, she probably put in for it; but she

1 probably put in for it maybe in August or September because
2 it's a fairly quick turnaround --

3 MR. STOFFELL: That's what she told me.

4 THE COURT: -- when they make that decision.

5 MS. ROBINSON: Uh-huh.

6 THE COURT: So she could have been in Cutter. She could
7 have been anywhere.

8 I know somebody going to Cutter in a few weeks, so.

9 And it's a choice that they make, especially if
10 there's a particular skill set that they want to put you in,
11 slot you in, somewhere else.

12 But I don't see how I can give your client a remedy,
13 and I don't believe I have jurisdiction because nobody is
14 here.

15 MS. ROBINSON: Right. But -- but that, Your Honor,
16 respectfully, that -- that's what gives them the opportunity
17 to go file something in the UK if they want because now every
18 --

19 THE COURT: But he can file it something in the UK now.

20 MS. ROBINSON: Well, right. But you still are the Judge
21 on this case until that other --

22 THE COURT: No, I'm not.

23 MS. ROBINSON: -- Judge takes over.

24 THE COURT: See, that's the thing. I am not. Juris --

1 you know, UCCJEA jurisdiction ends when neither party is
2 living here because I don't have any kind of connection. I
3 don't have a nexus to retain jurisdiction.

4 And maybe I'm incorrect, and I -- I'm -- I'm happy
5 to allow you to take this up and test the issue, but it --
6 but, you know, this could -- she could have moved to Kansas.
7 And he could be living in Wisconsin. That second that she
8 moved to Kansas, I lost jurisdiction. It's irrespective of
9 whether it was a country in the United -- or a state in United
10 States or a foreign country. I just lost jurisdiction. So I
11 can't provide your client that remedy.

12 That's how I read the -- the UCCJEA; and that's,
13 frankly, how I've been interpreting it for the past almost
14 nine-and-a-half years. I mean, it just cuts off.

15 MS. ROBINSON: Can I just add, and respectfully, I just
16 -- I read it differently. And, I mean, if he didn't have the
17 funds to do anything to take care of this in the UK, mom isn't
18 going to do anything.

19 THE COURT: Now, well, now I'm puzzled. He had the funds
20 to do this in Nevada. And basically, he did it himself. And
21 that means that if he wants to do it himself, like he did, up
22 until he retained you for today, he can do the same thing in
23 the UK. I mean, yeah, the -- the rules are different; but he
24 still has a basis.

1 I mean, there are cour -- the Courts in -- in the UK
2 handle family custody disputes all the time. I mean, they may
3 have some different tweaks because we don't follow the same
4 thing they do, for example, when it comes to issues of
5 attorneys' fees and things like that; but there are still laws
6 governing custody of children. So he has to go to England.

7 And for that reason, I'm going to deny his motion.

8 I am not awarding your client fees.

9 MR. STOFFELL: That's fine. I'll get them.

10 THE COURT: And -- and this is a final order because I'm
11 closing the case, which means, Ms. Robinson -- I -- and I
12 realize that's a cost issue; and I, you know, and I know that.
13 And I -- when I say, appeal me, I'm saying that not in any
14 kind of facetious way.

15 MS. ROBINSON: I know. I know.

16 THE COURT: If I have an error in the law, I want to know
17 the answer. But this has been the way I've read the UCCJEA
18 consistently for nine-and-a-half years already, going on ten.

19 MR. STOFFELL: One of the other things I -- I just want
20 to point out is, I know he's asking for a reconsideration set
21 aside. All this stuff --

22 THE COURT: And that has run to, yes.

23 MR. STOFFELL: Right. I just want to make sure that's
24 also -- I pointed that out in there that -- that he chose not

1 to participate in the June hearing reconsideration. That ship
2 has sailed. Appeal, that ship has sailed; and 60(b) remedy,
3 that ship has sailed, too. So I'm trying to understand why in
4 the Spring of 2014 he's complaining about a June 2013 order.

5 THE COURT: Because he's filing a motion to modify.

6 MR. STOFFELL: Right. But he also did a set aside
7 though, too. So that's why --

8 THE COURT: Yeah, and that part's denied, as well. I'm
9 just --

10 MR. STOFFELL: Okay. I just want to make sure it's --

11 THE COURT: -- denying the motion in its entirety.

12 MR. STOFFELL: Yeah, that's fine.

13 THE COURT: So it addresses all the issues raised.

14 MS. ROBINSON: Can we please -- I didn't -- I don't know
15 if I saw it, if there was a change of address; but can we
16 please have Mr. Stoffell provide to my office --

17 MR. STOFFELL: There was.

18 THE COURT: There is one.

19 MS. ROBINSON: -- mom's address?

20 MR. STOFFELL: There -- there was. It was --

21 MS. ROBINSON: There was a notice of change?

22 MR. STOFFELL: - an A -- it was an APO address is the
23 one that --

24 MS. ROBINSON: Okay. I just want --

1 MR. STOFFELL: -- you can send (indiscernible).
2 MS. ROBINSON: -- to make sure I have her correct address
3 --
4 MR. STOFFELL: Yes.
5 MS. ROBINSON: -- so he can take care of it.
6 THE COURT: Yeah, I know that got filed.
7 MR. STOFFELL: Yeah, I filed that. And then I also
8 include that when I withdraw as attorney of record. So the
9 Court will have it. It's the same address. It's an APO
10 (indiscernible).
11 THE COURT: And -- and I know --
12 MS. ROBINSON: Okay. Never mind, yeah.
13 THE COURT: -- he was concerned about whether or not she
14 had properly done a change of address. I wish I could get
15 people to do timely changes of address, so. This is probably
16 better than we usually get.
17 MR. STOFFELL: Right.
18 THE COURT: So, Mr. Stoffell, would you prepare the
19 order?
20 MR. STOFFELL: That's fine.
21 THE COURT: As they say, it's a choice your client makes.
22 It may make more sense for him, though, to proceed in the UK.
23 MS. ROBINSON: Okay.
24 MR. STOFFELL: All right.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

THE COURT: Thank you.


MS. ROBINSON: Thank you.

MR. STOFFELL: Thank you, Your Honor.

(THE PROCEEDING ENDED AT 10:11:08.)

* * * * *

ATTEST: I do hereby certify that I have truly and
correctly transcribed the digital proceedings in the above-
entitled case to the best of my ability.


SHERRY JUSTICE,
Transcriber II

FILED

AUG 22 2014

Sherry Justice
CLERK OF COURT

CTCN

ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

In the Matter of) CASE NO. D-11-441849-Z
the Joint Petition)
for Divorce of,) DEPT. P
KATHLEEN A. KAR and)
MEHMET SAIT KAR,)
Petitioners.)

CERTIFICATION OF TRANSCRIPTS/NOTIFICATION OF COMPLETION

The office of Transcript Video Services received a request for original transcript and one copy, for the purpose of appeal, from Mehmet Sait Kar on August 13, 2014. A deposit was paid August 14, 2014, for the following proceeding in the above-captioned case:

MAY 22, 2014

I do hereby certify that a true and accurate copy of the transcript requested in the above-captioned case was filed with the Eighth Judicial District Court on August 22nd, 2014; and ordering party was notified August 22nd, 2014.

DATED this 22nd day of August, 2014.

SHERRY JUSTICE
TRANSCRIPT VIDEO SERVICES

Sherry Justice

1 COST

2 ORIGINAL

FILED

AUG 22 2014

Sherry Justice
CLERK OF COURT

3 EIGHTH JUDICIAL DISTRICT COURT

4 FAMILY DIVISION

5 CLARK COUNTY, NEVADA

6 In the Matter of) CASE NO. D-11-441849-Z
7 the Joint Petition)
8 for Divorce of,) DEPT. P
9 KATHLEEN A. KAR and)
MEHMET SAIT KAR,)
Petitioners.)

10 FINAL BILLING OF TRANSCRIPTS

11 The office of Transcript Video Services filed transcripts
12 for Mehmet Sait Kar for the following proceeding in the above-
13 captioned case:

14 MAY 22, 2014

15 Original transcript and one copy were requested. The
16 transcript totals 14 pages, final cost being \$49.70. A
17 deposit in the amount of \$30.00 was paid August 14, 2014. The
18 balance of \$19.70 is due upon receipt of transcript. The
Clerk of Court accepts MasterCard, Visa, check or exact
change.

19 DATED this 22nd day of August, 2014.

20 SHERRY JUSTICE
21 TRANSCRIPT VIDEO SERVICES

Sherry Justice

22 Amount of \$ _____ paid on date of _____
23 Check # _____ Cash \$ _____

24 ITEMS LEFT BEYOND NINETY DAYS ARE SUBJECT TO DISPOSAL WITHOUT REFUND.
COUNTY RETENTION POLICY APPROVED BY INTERNAL AUDIT.

EIGHTH JUDICIAL DISTRICT COURT - JUVENILE DIVISION - TRANSCRIPT VIDEO SERVICES

601 N. Pecos Road, Las Vegas, Nevada 89101 (702) 455-4977

ROC

FILED

SEP 13 2014

CLERK OF COURT

ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT
JUVENILE DIVISION
CLARK COUNTY, NEVADA

In the Matter of) CASE NO. D-11-441849-Z
the Joint Petition)
for Divorce of,) DEPT. 8
KATHLEEN A. KAR and)
MEHMET SAIT KAR,)
Petitioners.)

RECEIPT OF COPY

RECEIPT OF COPY of transcript and certification of the
May 22, 2014, hearing in the above-captioned case that
was filed August 22nd, 2014, for Mehmet Sait Kar is
acknowledged this 3 day of September, 2014.

BY [Signature] for:
Mehmet Sait Kar
Kemalipasa Mahallesi, 4504 Sok. No. 30
Incielik/Çarşın Adana, Turkey
90-533-964-9642
local contact (702) 383-6996 (Emily)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Joint Petition**COURT MINUTES**

June 11, 2013

D-11-441849-Z

In the Matter of the Joint Petition for Divorce of:
Kathleen A Kar and Mehmet Sait Kar, Petitioners.

June 11, 2013**11:00 AM****Motion for Child
Custody****HEARD BY:** Pomrenze, Sandra**COURTROOM:** Courtroom 10**COURT CLERK:** Debra Burak**PARTIES:**

Alexander Kar, Subject Minor, not present

Kathleen Kar, Petitioner, present

Mehmet Kar, Petitioner, not present

Jason Stoffel, Attorney, present

Pro Se

JOURNAL ENTRIES

- KATHLEEN KAR'S MOTION FOR SOLE PHYSICAL AND SOLE LEGAL CUSTODY, FOR SPECIFIC VISITATION FOR DEFENDANT, FOR CHILD SUPPORT ARREARS, TO REDUCE ARREARS TO JUDGMENT, FOR WAGE GARNISHMENT, FOR COSTS, AND OTHER RELATED RELIEF

Attorney Stoffel stated Petitioner Mehmet resides in Turkey and he received an e-mail from Mehmet on 6/8/13 indicating he received the Motion and does not intend to participate. Upon inquiry by the Court, attorney Stoffel stated Petitioner Kathleen has received no support and Mehmet is not regularly involved with the child. Discussion regarding child support, attorney Stoffel stated he understands Mehmet is working for the Turkish Consulate but his income is not known at this time and requested child support be set at the Nevada Average Wage.

COURT ORDERED, as follows:

1. Kathleen's Motion is GRANTED as unopposed;
2. Kathleen is awarded SOLE LEGAL CUSTODY;

PRINT DATE: 09/23/2014

Page 1 of 4

Minutes Date:

June 11, 2013

3. Kathleen is awarded SOLE PHYSICAL CUSTODY;
4. Mehmet's VISITATION will be at Kathleen's SOLE DISCRETION;
5. CHILD SUPPORT ARREARS are set in the amount of \$2,800.00 through June 2013, which amount is REDUCED TO JUDGMENT against Mehmet;
6. Attorney Stoffel is to research to determine the current Nevada Average Wage, Mehmet's CHILD SUPPORT obligation will be MODIFIED to 18% of the Nevada Average Wage, that figure will be placed into the order from today's hearing and will become effective as of 7/1/13.

Attorney Stoffel is to prepare the order from today's hearing.

File is to be closed upon filing of the order.

INTERIM CONDITIONS:

FUTURE HEARINGS:

PRINT DATE:	09/23/2014	Page 2 of 4	Minutes Date:	June 11, 2013
-------------	------------	-------------	---------------	---------------

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Joint Petition**COURT MINUTES****May 22, 2014**

D-11-441849-Z

In the Matter of the Joint Petition for Divorce of:
Kathleen A Kar and Mehmet Sait Kar, Petitioners.

May 22, 2014**10:00 AM****All Pending Motions****HEARD BY:** Pomrenze, Sandra**COURTROOM:** Courtroom 10**COURT CLERK:** Carol Critchett**PARTIES:**

Alexander Kar, Subject Minor, not present

Kathleen Kar, Petitioner, not present

Mehmet Kar, Petitioner, not present

Jason Stoffel, Attorney, present

Pro Se

JOURNAL ENTRIES

- MEHMET SAIT KAR'S MOTION TO HOLD MOTHER IN CONTEMPT FOR TERMINATION OF CONTACT WITH CHILD; TO SET ASIDE, OR IN THE ALTERNATIVE, MODIFY VISITATION; MODIFICATION OF CHILD SUPPORT IMPUTED WITHOUT ANY EVIDENCE OF ACTUAL INCOME; COMPENSATORY VISITATION; SANCTIONS; AWARD OF FEES AND COSTS AND RELATED RELIEF...KATHLEEN KAR'S OPPOSITION AND COUNTERMOTION TO DISMISS CASE FOR LACK OF JURISDICTION/IMPROPER FORUM

Amber Robinson, bar number 103731, present on behalf of Mehmet Sait Kar in an unbundled capacity.

Court inquired how it would have jurisdiction when Ms. Kar is in the military and stationed in the United Kingdom (U.K.) and Mr. Kar is in Turkey. Court inquired if Ms. Kar moved permanently to the U.K. and if she maintained a Las Vegas address. Mr. Stoffel replied she moved to the U.K. and did not have a Las Vegas address.

Argument and discussion regarding the jurisdictional issues and how this Court would enforce any Orders. Court advised counsel Mr. Kar would need to enforce the Order through the courts in the U.K. under the Hague Convention. Mr. Stoffel advised the Court all Ms. Kar's belongings are in the U.K. and she has gotten remarried since the last hearing.

PRINT DATE:	09/23/2014	Page 3 of 4	Minutes Date:	June 11, 2013
-------------	------------	-------------	---------------	---------------

Argument and discussion regarding Ms. Kar's opportunities in the U.K. through the air force, her inability to have known in June 2014 what orders she would receive from the air force and the Court's inability to give Mr. Kar a remedy.

Further argument and discussion regarding the jurisdictional issues and Mr. Kar's request for reconsideration. Ms. Robinson requested Plaintiff's address in the U.K. Mr. Stoffel replied he would provide it when he withdraws from the case.

COURT ORDERED the following:

1. The MOTION is DENIED IN IT'S ENTIRETY.
2. There shall be NO AWARD of ATTORNEY'S FEES to Ms. Kar.
3. This is a FINAL ORDER. Mr. Kar shall PROCEED in the UNITED KINGDOM.

Mr. Stoffel shall PREPARE the ORDER. Ms. Robinson shall REVIEW the ORDER then COUNTERSIGN.

INTERIM CONDITIONS:

FUTURE HEARINGS:

PRINT DATE:	09/23/2014	Page 4 of 4	Minutes Date:	June 11, 2013
-------------	------------	-------------	---------------	---------------

Certification of Copy and Transmittal of Record

State of Nevada }
County of Clark } SS:

Pursuant to the Supreme Court order dated September 18, 2014, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the above referenced case. The record comprises one volume with pages numbered 1 through 242.

In the Matter of the Joint Petition for Divorce of:
KATHLEEN A. KAR and MEHMET SAIT
KAR,

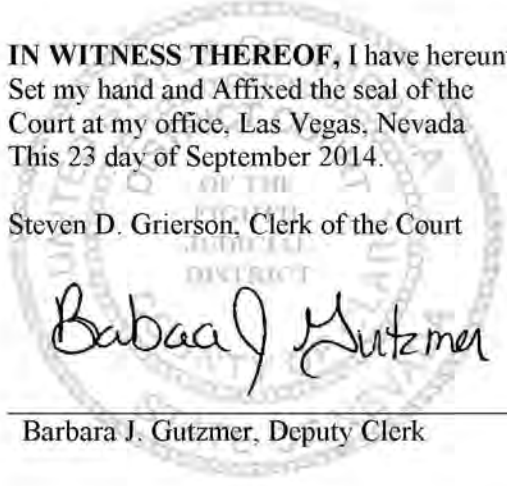
Petitioners,

Case No: D441849
Dept No: P

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 23 day of September 2014.

Steven D. Grierson, Clerk of the Court



Barbara J. Gutzmer, Deputy Clerk

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of the Joint Petition for
Divorce of: KATHLEEN A. KAR AND
MEHMET SAIT KAR : ,

MEHMET SAIT KAR,
Appellant(s),
vs.

KATHLEEN A. KAR,
Respondent(s),

Electronically Filed
Sep 23 2014 11:44 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

Case No: D441849
SC Case No: 65985

RECORD ON APPEAL

ATTORNEY FOR APPELLANT
MEHMET KAR, PROPER PERSON
KEMALPASA MAHALLESİ
4464 SOL. NO. 30
INCIRLIK/SARICAM
ADANA, TURKEY

ATTORNEY FOR RESPONDENT
KATHLEEN A. KAR
PSC 46 BOX 75
APO, AE 09469

**D-11-441849-Z In the Matter of the Joint Petition for
Divorce of:
Kathleen A Kar and Mehmet Sait Kar,
Petitioners.**

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER :</u>
1	02/23/2011	AFFIDAVIT OF RESIDENT WITNESS	19 - 20
1	06/30/2014	APPEALS - NOTICE OF APPEAL PACKET WORKSHEET	216 - 216
1	06/30/2014	CASE APPEAL STATEMENT	214 - 215
1	04/25/2014	CERTIFICATE OF FACSIMILE	141 - 141
1	03/16/2011	CERTIFICATE OF MAILING	48 - 48
1	05/15/2013	CERTIFICATE OF MAILING	111 - 111
1	04/25/2014	CERTIFICATE OF MAILING	142 - 142
1	04/25/2014	CERTIFICATE OF MAILING	143 - 143
1	07/01/2014	CERTIFICATE OF MAILING	217 - 217
1	05/07/2014	CERTIFICATE OF SERVICE	163 - 163
1	09/23/2014	CERTIFICATION OF COPY AND TRANSMITTAL OF RECORD	
1	08/22/2014	CERTIFICATION OF TRANSCRIPTS/NOTIFICATION OF COMPLETION	236 - 236
1	03/15/2011	DECREE OF DIVORCE	22 - 47
1	06/20/2013	DEFENDANT RESPOND TO PLAINTIFF	112 - 112
1	09/23/2014	DISTRICT COURT MINUTES	239 - 242
1	12/16/2013	DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE	125 - 125
1	08/13/2014	ESTIMATED COST OF APPEAL TRANSCRIPT	221 - 221
1	08/22/2014	FINAL BILLING OF TRANSCRIPTS	237 - 237
1	05/13/2013	FINANCIAL DISCLOSURE FORM	49 - 58
1	04/29/2014	GENERAL FINANCIAL DISCLOSURE FORM	144 - 158
1	02/14/2011	JOINT PETITION FOR SUMMARY DECREE OF DIVORCE	1 - 17
1	04/22/2014	MOTION TO HOLD MOTHER IN CONTEMPT FOR TERMINATION CONTACT WITH CHILD; TO SET ASIDE OR IN THE ALTERNATIVE, MODIFY VISITATION; MODIFICATION OF CHILD SUPPORT IMPUTED WITHOUT	126 - 140

**D-11-441849-Z In the Matter of the Joint Petition for
Divorce of:
Kathleen A Kar and Mehmet Sait Kar,
Petitioners.**

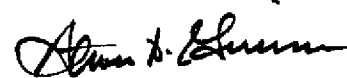
I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER :</u>
		ANY EVIDENCE OF ACTUAL INCOME; COMPENSATORY VISITATION; SANCTIONS; AWARD OF FEES AND COSTS; AND RELATED RELIEF	
1	06/26/2014	NOTICE OF APPEAL	212 - 212
1	05/07/2014	NOTICE OF CHANGE OF ADDRESS	161 - 162
1	07/15/2013	NOTICE OF ENTRY OF ORDER	118 - 124
1	06/16/2014	NOTICE OF ENTRY OF ORDER	205 - 208
1	05/06/2014	NOTICE OF INTENT TO APPEAR BY COMMUNICATION EQUIPMENT	159 - 160
1	02/23/2011	NOTICE OF SEMINAR COMPLETION EDCR 5.07	18 - 18
1	02/23/2011	NOTICE OF SEMINAR COMPLETION EDCR 5.07	21 - 21
1	07/02/2014	NOTICE OF WITHDRAWAL OF COUNSEL OF RECORD	218 - 220
1	05/07/2014	OPPOSITION TO MOTION TO HOLD MOTHER IN CONTEMPT OF COURT ET AL.AND COUNTERMOTION TO DISMISS CASE FOR LACK OF SUBJECT MATTER JURISDICTION/IMPROPER FORUM; AFFIDAVIT OF ATTORNEY JASON P. STOFFEL, ESQ. ON BEHALF OF PLAINTIFF UNDER NRS 15.010	164 - 195
1	07/12/2013	ORDER AFTER HEARING	113 - 117
1	06/16/2014	ORDER AFTER HEARING	203 - 204
1	05/13/2013	PLAINTIFF'S MOTION FOR SOLE PHYSICAL AND SOLE LEGAL CUSTODY, FOR SPECIFIC VISITATION FOR DEFENDANT, FOR CHILD SUPPORT ARREARS, TO REDUCE ARREARS TO JUDGMENT, FOR WAGE GARNISHMENT, FOR COSTS, AND OTHER RELATED RELIEF	61 - 110
1	09/03/2014	RECEIPT OF COPY	238 - 238
1	05/13/2014	REPLY TO OPPOSITION AND OPPOSITION TO COUNTERMOTION	196 - 202
1	06/26/2014	REQUEST FOR AUTHORIZATION TO PROCEED IN PROPER PERSON; WAIVER OF APPEAL BOND; AND TO TRANSMIT	213 - 213

D-11-441849-Z In the Matter of the Joint Petition for
Divorce of:
Kathleen A Kar and Mehmet Sait Kar,
Petitioners.

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER :</u>
		ENTIRE RECORD ON FILE	
1	05/13/2013	SCHEDULE OF ARREARAGES	59 - 60
1	08/22/2014	TRANSCRIPT OF HEARING HELD ON MAY 22, 2014	222 - 235
1	06/16/2014	WITHDRAWAL OF ATTORNEY FOR PLAINTIFF	209 - 211



CLERK OF THE COURT

DVJ

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89142
(618) 550-8600

MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89142
(618) 550-8600
Petitioners, In Proper Person

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Marriage

Of

KATHLEEN A. KAR,

And

MEHMET SAIT KAR,

Joint Petitioners.

CASE NO: D-11-441849-Z

DEPT: P

JOINT PETITION FOR SUMMARY DECREE OF DIVORCE

COMES NOW the Petitioners, KATHLEEN A. KAR, in Proper Person and MEHMET SAIT KAR, in Proper Person, hereby jointly petition this Court, pursuant to the terms of Chapter 125 of the Nevada Revised Statutes, to grant them a divorce, Petitioners respectfully show, and under oath, state to the Court that every condition of NRS 125.181 has been met and further state as follows:

I

The Petitioners married on March 29, 2003 in the Incirlik, Turkey, and ever since have been, and still are, Husband and Wife.

KAAC
Wife's initials

M.S.K
Husband's initials

II

The Petitioner, KATHLEEN A. KAR is now, and has been for at least six weeks preceding the commencement of this action, has been, an actual resident of the State of Nevada and, during all this period of time has been actually, physically, present in and living in, the State of Nevada, and intends to continue to make the State of Nevada her home for an indefinite period of time.

The current addresses of the Petitioners are:

Wife's Name KATHLEEN A. KAR

Wife's mailing address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Wife's residence address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Husband's name MEHMET SAIT KAR

Husband's mailing address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Husband's residence address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

III

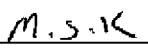
That during the course of marriage, the likes and dislikes, tastes, views, and mental dispositions of Petitioners have become so widely divergent and separated that the parties have become incompatible to such an extent that it is impossible for them to live together as husband and wife; that there is no possibility of reconciliation between them.

IV

There is one (1) minor child of the parties' relationship, to wit: ALEXANDER KAAN KAR, born April 1, 2008. That both parties are fit and proper persons to have joint legal custody,

...


Wife's initials


Husband's initials

1 with the Mother having primary physical custody, care, and control of the minor child, subject to
2 the rights of specific visitation being awarded to the Father; that no minor children were adopted
3 during this relationship, and the Wife is not now pregnant. Nevada is the habitual residence of said
4 minor child.

5
6 **V**

7 The state of residence of the minor child is as follows:

8 <u>Name</u>	9 <u>State of residence</u>	10 <u>Length of time child has lived in that State</u>
11 Alexander Kaan Kar	12 Nevada	13 April 2008

14 **VI**

15 The Father shall have visitation with the minor child every other Friday from 5:00 p.m.
16 until Sunday at 5:00 p.m. The receiving party shall provide transportation. If the Father relocates
17 out of the country, he shall have liberal visitation with the minor child in the minor child's State of
18 residence upon the Father's return to the United States, upon mutual consent of both parties.

19 **VII**

20 The parties shall follow the holiday visitation schedule set forth below:

21 a. Father shall have the minor child on Martin Luther King Day, Memorial Day,
22 Labor Day and Nevada Admissions Day (Halloween) in even numbered years: Mother shall have
23 the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions
24 Day (Halloween) in odd numbered years. All visitations are from 8:00 a.m. to 8:00 p.m.

25 ...

26 ...

27 ICAK
28 Wife's initials

M.S.K
Husband's initials

1 b. Father shall have the minor child on President's Day, 4th of July, and Veteran's Day
2 in odd numbered years; Mother shall have the minor child n President's Day, 4th of July, and
3 Veteran's Day in even numbered years. All visitations are from 8:00 a.m. to 8:00 p.m.

4 c. The Thanksgiving holiday shall begin on the Wednesday evening before
5 Thanksgiving Day at 5:00 p.m. and continue through Sunday at 5:00 p.m. Father shall have the
6 minor child during the Thanksgiving holiday in odd numbered years; Mother shall have the minor
7 child during the Thanksgiving holiday in even numbered years.

8 d. Christmas shall be divided into two (2) equal periods. The first period shall begin
9 the day school lets out for Christmas break and shall continue to December 26th at 9:00 a.m. The
10 second period shall begin on December 26th at 9:00 a.m. and end on January 2nd at 4:00 p.m.
11 Mother shall have the minor child during the first period in odd numbered years; Father shall have
12 the minor child during the second half in odd numbered years. Father shall have the minor child
13 during the first period in even numbered years; Mother shall have the minor child during the
14 second half in even numbered years.

15 e. That the parties shall alternate the birthdays of the minor child. Father shall have
16 the minor child in even numbered years; Mother shall have the minor child in odd numbered years.
17 All visitations are from 8:00 a.m. to 8:00 p.m.

18 f. Mother shall have the minor child every year on Mother's Day and Mother's
19 birthday. All visitations are from 8:00 a.m. to 8:00 p.m.

20 g. Father shall have the minor child every year on Father's Day and Father's birthday
21 each year. All visitations are from 8:00 a.m. to 8:00 p.m.

22 ...

23 EMK
24 Wife's initials

25 M.S.K.
26 Husband's initials

h. Each parent shall have two (2) weeks of uninterrupted summer visitation with the minor child. The parent who desires to exercise said provision shall provide the other parent with thirty (30) days advance written notice.

i. Each parent reserves the right to occasionally travel out of town on a specific holiday. When exercised, the other parent gets the child the next year to make up for that holiday. Both parties shall give a 14-day advance notification to let the other party know if he/she will be taking the child(ren) out of the State of Nevada for any holiday trips.

j. Other visitation and vacation time as is mutually agreed upon by both parties.

k. Holiday visitation supercedes regular visitation, but does not interrupt.

VIII

That currently the Wife is stationed in Nevada, however, if she receives Permanent Change of Station (PCS) orders, the minor child shall travel with her. At that time, the parties will formulate a visitation schedule for the Husband.

IX

The parties' joint legal custody of the parties' minor child entails the following:

a. The parties shall consult and cooperate with each other in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and health care of the child.

b. The parties shall have access to medical and school records pertaining to their child, and be permitted to independently consult with all professionals involved with them.

c. Both parties shall have input into the selection of schools, health care providers, day care providers, and counselors. In the event, the parties cannot agree to the selection of a school,

Wife's initials

M.S.K.
Husband's initials

1 the child shall be maintained in the present school, pending mediation and/or further order of the
2 Court.

3 d. Each of the parties shall be empowered to obtain emergency health care for the child
4 without the consent of the other party. Each party is to notify the other party as soon as reasonably
5 possible of any illness requiring medical attention, or any emergency involving the child.

6 e. Each party is to provide the other party, upon receipt, information concerning the
7 well-being of the child, including, but not limited to, copies of report cards; school meeting notices;
8 vacation schedules; class programs; requests for conferences; result of standardized or diagnostic
9 tests; notices of activities involving the child; samples of school work; order forms for school
10 pictures; all communications from health care providers; the names, addresses and telephone
11 numbers of all schools, health care providers, regular day care providers and counselors.

12 f. Each party is to advise the other party of school, athletic, and social events in which
13 the child participates, such as open house, attendance at an athletic event, etc.

14 g. Each party shall have reasonable telephone access to the child while they are in the
15 other party's care. Each party is restrained from unreasonably interfering with the child's right to
16 privacy during such telephone conversations.

17 h. Each party is to provide the other parent with the address and telephone number, at
18 which the minor child reside, and to notify the other parent prior to any change of address and
19 provide the telephone number as soon as it is assigned.

20 i. The parents agree to communicate directly regarding the needs and well-being of
21 their child and agree not to use the child as a communicator regarding parental issues.

22 ...

23 KAC
24 Wife's initials

25 M. S. K.
26 Husband's initials

1 j. Both parents agree to use self-control and not verbally or physically abuse each
2 other in front of the child.

3 k. Each natural parent will be the only one to administer physical discipline to the
4 child, if necessary.

5 l. Both parents agree not to use illegal drugs or abuse alcohol, and in particular,
6 twenty-four hours, prior to and, during the time the child is in their respective care.
7

8 m. Both parents agree to utilize counseling for the child, when needed, and to be
9 involved in the counseling themselves if requested by the child's therapist.

10 X

11 The Father shall pay child support to the Mother in the sum certain amount of \$100.00 per
12 month for child support, due to his current unemployment. However, once the Father is gainfully
13 employed, he shall pay 18% of his gross monthly income, as and for the support and maintenance
14 of said minor child, until he attains the age of majority, graduates from high school, or when he
15 reaches 18 years of age if no longer enrolled in high school, otherwise, when he reaches 19 years of
16 age, pursuant to NRS 125.510, marries, dies, or becomes otherwise emancipated. Said child
17 support is due on the 1st day of each month, effective the month of the Decree filing. Father is the
18 non-custodial parent, and the support obligation agreed upon is in compliance with NRS 125B.070.
19
20 A Wage assignment for the child support will not be immediately put in place.
21

22 XI

23 No formal child support obligation has ever been previously established and this will be the
24 first Court Order relating to child support.
25

26 ...

27 LAK
28 Wife's initials

M.S.K
Husband's initials

XII

The Wife shall maintain medical, dental and vision insurance coverage on the minor child, with the parties equally sharing any and all excess coverage incurred thereby, and any and all reasonable health expenses, as well as any and all miscellaneous health related expenses incurred on behalf of said minor child not covered by insurance.

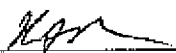
ADDITIONAL MEDICAL AND HEALTH CARE EXPENSE SHARING PROVISIONS:

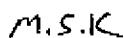
1. DOCUMENTATION OF OUT-OF-POCKET EXPENSES REQUIRED: A parent who incurs an out-of-pocket expense for medical care is required to document that expense and proof of payment of that expense. A receipt from the health care provider is sufficient to prove the expense so long as it has the name of the child on it and shows an actual payment by the parent.

2. PROOF OF PAYMENT REQUIRED: A parent who has paid a health expense for a minor child of the parties must provide a copy of the proof of payment to the other parent and the insurance company within thirty (30) days of the payment being made and in no event later than the expense could have been submitted to insurance for reimbursement. The failure of a parent to comply with this provision in a timely manner which causes the claim for insurance reimbursement to be denied by the insurance company as untimely will result in that parent being required to pay the entire amount which would have been paid by the insurance company as well as one-half of the expense which would not have been paid by insurance if the claim had been timely filed.

3. MITIGATION OF HEALTH EXPENSES REQUIRED, USE OF COVERED INSURANCE PROVIDERS: Parents have a duty to mitigate medical expenses for a minor child. Absent compelling circumstances, a parent should take a minor child to a health care provider covered by the insurance in effect and use preferred providers if available in order to minimize the cost of health care as much as possible. The burden is on the parent using a non-covered health care provider to demonstrate that the choice not to use a covered provider or the lowest cost option was reasonably necessary in the particular circumstances of that case. If the court finds the choice of a non-covered or more expensive covered provider was not reasonably necessary, then the court may impose a greater portion of financial responsibility for the cost of that health care to the parent who incurred that expense up to the full amount, which would have been provided by the lowest cost insurance choice.

4. SHARING OF INSURANCE INFORMATION REQUIRED: The parent providing insurance coverage for a child of the parties has a continuing obligation to provide insurance information including, but not limited to, copies of policies and changes thereto as they are received, claim forms, preferred provider lists initially, and as they change from time to time, and


Wife's initials


Husband's initials

1 identification cards. The failure of the insuring parent to timely supply any of the above items to
2 the other parent which results in the claim for treatment being denied by the insurance company in
3 whole or in part will result in the amount which would have been paid by the insurance policy
4 being paid by the insuring parent.

5 5. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES: A parent who receives a
6 written request for contribution for an out-of-pocket health care expense incurred by the other
7 parent must pay his or her share of the out-of-pocket expense to the paying parent within thirty (30)
8 days of receipt of the written request for contribution. The court encourages as much informal
9 written documentation as possible such as a handwritten note with copies of the bills and proof of
10 payment attached. The requesting parent should make a copy of all papers submitted to the other
11 parent in order to prove communication of this information to the other parent and substantiation
12 for the request. The parent receiving the request for contribution must raise any questions about the
13 correctness of the request for contribution within the thirty (30) day period after the request for
14 contribution is received. Any objection to the request for contribution must be made in writing with
15 a copy made for later reference by the court. If the parent receiving a request for contribution does
16 not respond to the request within the thirty (30) day period that parent may be assessed attorney's
17 fees if a contempt proceeding or court action is required as a result of the parent doing nothing. If
18 the parent who owes contribution for a health care expense of a minor child of the parties does not
19 pay the amount due within the thirty (30) day period and fails to respond to the request within the
20 thirty (30) days and if that parent is the recipient of periodic payments for child support or spousal
21 support, the requesting parent is authorized to deduct the amount due from the other parent from
22 any periodic payments due and payable thirty (30) days after the request for contribution was made
23 in writing subject to the limitation that the maximum recovery by deduction from monthly periodic
24 payments will be no more than \$50.00 per month.

25 6. SHARING INSURANCE REIMBURSEMENT: If either parent receives a payment from
26 an insurance company or medical provider which reimburses payments made out-of-pocket
27 previously by both parents or the other parent only, the party receiving the payment must give the
28 other parent's share of the payment to the other parent within seven (7) days of receipt of the
payments.

7. TIMELY SUBMISSION OF CLAIMS TO INSURANCE COMPANY: If either party
may submit a claim for payment to the insurance company directly, that party must do so in a
timely manner. If the claim must be submitted by only one party that party must submit the claim
in a timely manner. Failure of a party to comply with this requirement will result in that party being
required to pay the entire amount of the claim which would have been paid by insurance if timely
submitted and one-half of that amount which would have been paid by insurance.

...

...

27 NAK
28 Wife's initials

M.S.K.
Husband's initials

1 8. EFFECT OF NOT OBTAINING OR MAINTAINING REQUIRED HEALTH
2 INSURANCE COVERAGE: If a party is required to provide health insurance for a child of the
3 parties and that party fails to obtain or maintain such coverage or if that party loses the ability to
4 continue coverage for the child, the court will require that party to pay all of the medical expenses
5 which would have been paid by insurance as well as one-half of what would not have been covered
6 by insurance if it had been in effect.

7 XIII

8 That the parties shall equally share any and all daycare costs on behalf of the minor child.


9 XIV

10 That there is community property of the Parties.

11 That the Wife shall receive the following as her sole and separate property:

- 12 1. All household furniture and furnishings in Wife's possession at the time of the
13 Decree herein.
- 14 2. All personal property including jewelry, clothing and miscellaneous effects in
15 Wife's possession at the time of the Decree herein.
- 16 3. Any and all bank accounts and other intangibles now in Wife's sole name, and any
17 account not otherwise specifically mentioned herein, including, but not limited, to
18 the checking account ending in *6794 and savings account ending in *4115 with
19 Fort Sill National Bank.
- 20 4. One-half of the parties' joint bank accounts, with the exception of the account
21 ending in *6597.
- 22 5. One-half of the bank account ending in *6597 after the payment of household
23 expenses and credit cards.
- 24

25 ...

26 
27 _____
28 Wife's initials

M. S. K.
Husband's initials

6. The minor child's bank account ending in *6597 with Fort Sill National Bank.
7. 2008 Hyundai Veracruz, VIN KM8NU73C98U034110, said vehicle is paid in full.
8. Any and all community property as agreed upon between the parties, including, but not limited to the Master Bedroom Furniture, Samsung Television, Sony Surround Sound, Sony Play Station, LG Computer, Couch, and One (1) Recliner.
9. DWS Investments Mutual Fund as it was the Wife's sole and separate property prior to the parties' marriage.
10. Any pension, Military retirement, profit sharing, IRAs, and/or any other employee benefits Wife may be entitled to through past, current, and future employment and/or business ventures.

Husband shall receive the following as his sole and separate property:

1. All household furniture and furnishings in Husband's possession at the time of the Decree herein.
2. All personal property including jewelry, clothing and miscellaneous effects in Husband's possession at the time of the Decree herein.
3. Any and all bank accounts and other intangibles now in Husband's sole name, and any account not otherwise specifically mentioned herein, including, but not limited to the account ending *7878 with Regions.
4. One-half of the parties' joint bank accounts, with the exception of the account ending in *6597.

...

WAM
Wife's initials

M-S-K
Husband's initials

- 1 5. One-half of the bank account ending in *6597 after the payment of household
2 expenses and credit cards.
- 3 6. 2001 Mitsubishi Galant, VIN 4A3AA46G61E118424, said vehicle is paid in full.
- 4 7. Any and all community property agreed upon between the parties, including, but not
5 limited to the Spare Bedroom Furniture, Philips Television, Samsung VCR, GM
6 Computer, and two (2) recliners.
- 7 8. Any pension, retirement, profit sharing, IRAs, and/or any other employee benefits
8 Husband may be entitled to through future employment and/or business ventures.

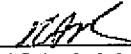
10 XV

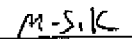
11 That there is community debt of the parties. That the Wife shall pay, assume, and hold the
12 Husband harmless therefrom:

- 13 1. Any and all debts and obligations now in Wife's sole name, or incurred by Wife and
14 unknown to Husband, and not otherwise specifically mentioned herein.
- 15 2. Bank of America Visa credit card ending in *5694, with an approximate balance of
16 \$768.00.
- 17 3. Any and all debt incurred in Wife's name since the parties' separation of February
18 4, 2011.

20 Husband shall pay, assume and hold the Wife harmless from, the following debts:

- 21 1. Any and all debts and obligations now in Husband's sole name, or incurred by
22 Husband and unknown to Wife, and not otherwise specifically mentioned herein.
- 23 2. Any and all debt incurred in Husband's name since the parties' separation of
24 February 4, 2011.

25
26
27 
Wife's initials

28 
Husband's initials

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

XVI

Each party shall pay, assume and hold the other party harmless therefrom for any and all debts in his/her name, and any and all debts that are unknown to the other party since the date of separation of February 4, 2011.

XVII

Both parties expressly, knowingly, and unconditionally waive his or her right to spousal support and/or the other party's pensions now or in the future. Both parties understand that this waiver is permanent and that they may not petition the court for such relief.

XVIII

Wife shall retain her married name, to wit: "KAR."

XIX

Petitioners hereby request that this Court enter a Decree of Divorce, incorporating into that Decree the provisions made herein.

XX

Beginning with the 2011 tax year and every year thereafter, the Wife shall have the right to the dependency exemption or deduction for income tax purposes attributable to the support of the minor child, under Section 151 of the Internal Revenue Code, as amended, or the corresponding provisions of any successor statute. Both parties shall execute all necessary waivers and other documents necessary to accomplish the purposes of this paragraph, including but not limited to, U.S. Treasury Form 8332.

...

KAR
Wife's initials

M. S. K.
Husband's initials

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

XXI

Neither party shall charge or cause or permit to be charged, to or against the other, any purchase which either of them may hereafter make, and shall not hereafter create any engagement or obligations in the name of or against the other, and shall never hereafter secure or attempt to secure any credit upon or in connection with the other. In the event either party utilizes the name of the other, said party shall be responsible for any and all debt incurred and any and all legal fees and costs associated with litigating to resolve the unauthorized use of a party's name hereto.

XXII

It is understood by the Petitioners that entry of Decree of Divorce constitutes a final adjudication of the rights and obligations of the parties with respect to the status of the marriage.

Petitioners each expressly give up their respective rights to receive written Notice of Entry of any Decree and Judgment of Divorce and Petitioners give up their right to request a formal Findings of Fact and Conclusions of Law, or to appeal any Judgment or Order of this Court made and entered in these proceedings or the right to move for a new trial.

XXIII

It is further understood by the Petitioners that a final Decree of Divorce entered by this summary procedure does not prejudice or prevent the rights of either Petitioner to bring an action to set aside the final decree for fraud, duress, accident, mistake, or the grounds recognized at law or in equity.

WHEREFORE, Petitioners pray as follows:

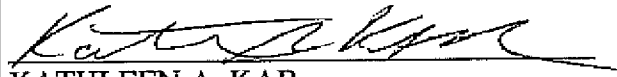
1. That the parties be granted a decree of divorce and that each of the Petitioners be restored to the status of unmarried persons.

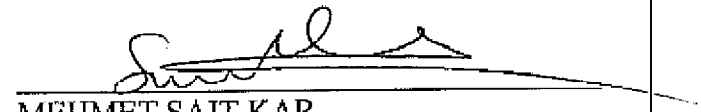
...

2. That the terms agree upon in this Joint Petition be included in the Decree.

Dated this 10 day of February, 2011.

Dated this 10 day of February, 2011.


KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioner in Proper Person

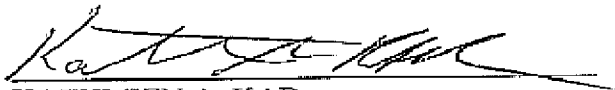

MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioner in Proper Person

WIFE'S VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

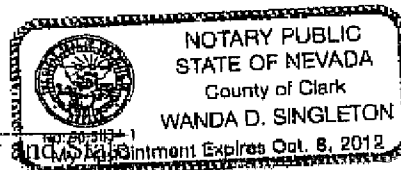
I, KATHLEEN A. KAR, being first duly sworn under oath, deposes and says:

That she is the Wife in the above-entitled action; that she has read the foregoing Joint Petition for Summary Decree of Divorce and knows the contents thereof, and that the same is true of her own knowledge, except as to those matters stated on information and belief and as to those matters she believes them to be true.


KATHLEEN A. KAR

SUBSCRIBED and SWORN before me
this 10 day of February, 2011.


NOTARY PUBLIC In and for said County and State



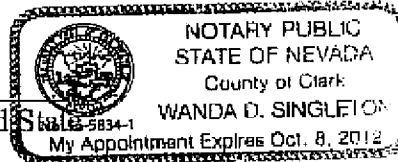
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 10 day of February, 2011, personally appeared before me, a Notary Public in and for said County and State, KATHLEEN A. KAR, known to me to be the person described

herein and who executed the foregoing Joint Petition for Summary Decree of Divorce in Proper Person, who acknowledged to me that the same was executed freely and voluntarily and for the uses and purposes therein mentioned.

Wanda Singleton
NOTARY PUBLIC in and for said County and State



HUSBAND'S VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

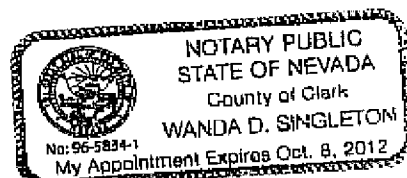
I, MEHMET SAIT KAR, being first duly sworn under oath, deposes and says:

That he is the Husband in the above-entitled action; that he has read the foregoing Joint Petition for Summary Decree of Divorce and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters stated on information and belief and as to those matters he believes them to be true.

MeMET Sait Kar
MEHMET SAIT KAR

SUBSCRIBED and SWORN before me
this 10 day of February, 2011.

Wanda Singleton
NOTARY PUBLIC In and for said County and State



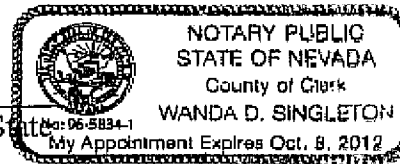
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 10 day of February, 2011, personally appeared before me, a Notary Public in and for said County and State, MEHMET SAIT KAR, known to me to be the person described

1 herein and who executed the foregoing Joint Petition for Summary Decree of Divorce in Proper
2 Person, who acknowledged to me that the same was executed freely and voluntarily and for the
3 uses and purposes therein mentioned.

4 *Wanda D. Singleton*
5 NOTARY PUBLIC in and for said County and State



Alvin D. Lamm
CLERK OF THE COURT

District Court
FAMILY DIVISION
CLARK COUNTY, NEVADA

KATHLEEN A. KAR
PLAINTIFF

-vs-

MEHMET SALT KAR
DEFENDANT

CASE NO. D-11-441879-2
DEPARTMENT T

NOTICE OF SEMINAR COMPLETION - EDCR 5.07

PLEASE TAKE NOTICE THAT MEHMET S. KAR
(Name)

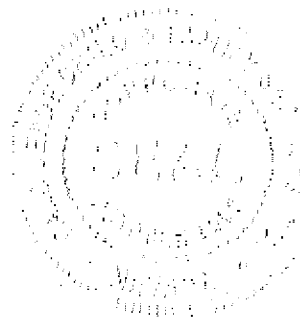
SUCCESSFULLY COMPLETED THE MANDATORY DIVORCE EDUCATION SEMINAR ON

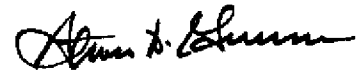
2-12-2011
(Date)

Palo Verde Child & Family Services
2780 S. Jones Blvd. # 215
Las Vegas, NV 89146

[Signature]
PROGRAM REPRESENTATIVE

2-12-2011
DATE





CLERK OF THE COURT

AFFR

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600

MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioners, In Proper Person

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Marriage

Of

KATHLEEN A. KAR,

And

MEHMET SAIT KAR,

Joint Petitioners.

CASE NO: D-11-441849-2
DEPT: P

AFFIDAVIT OF RESIDENT WITNESS

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Kathleen A. KAR, being first duly sworn depose and say:

1. That your affiant is over the age of eighteen, competent to testify to the following facts, and has personal knowledge of the same.

2. That I am a resident of Clark County, Nevada, presently residing at 9064 Watermelon Seed Ave Las Vegas NV 89143.

3. I have lived in Clark County since October (month) 2010 (year), and it is my intent to remain a resident of the State of Nevada for the foreseeable future.

1 4. I am personally acquainted with the Petitioner, KATHLEEN A. KAR, in this action,
2 and can personally verify that Petitioner, KATHLEEN A. KAR, lives at 9064 Watermelon Seed
3 Avenue, Las Vegas, NV 89143, and has lived at that address for more than six weeks prior to the
4 filing of this action.

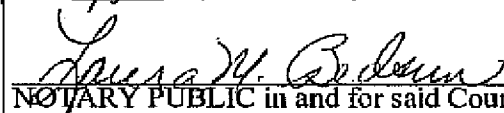
5 5. I have seen the Petitioner, KATHLEEN A. KAR, physically present in Clark
6 County since approximately November (month) 2010 (year), and since said date I
7 have seen Petitioner, KATHLEEN A. KAR physically present in Clark County, Nevada
8 approximately three to four times per week.

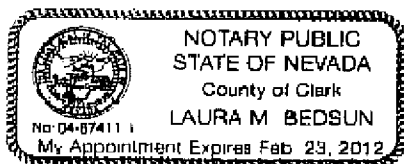
10 6. That I am Petitioner, KATHLEEN A. KAR's friend/co-worker.

11 7. That I know of my own personal knowledge that the Petitioner, KATHLEEN A.
12 KAR is a bona fide resident of Las Vegas, Clark County, Nevada.

13
14 
15 (Signature)

16
17 SUBSCRIBED and SWORN before me
18 this 18 day of February, 2011.

19 
20 NOTARY PUBLIC in and for said County and State



District Court
FAMILY DIVISION
CLARK COUNTY, NEVADA

Alvin D. Quinn
CLERK OF THE COURT

KATHLEEN A. KAR
PLAINTIFF

-VS-

MEHMET CAIT KAR
DEFENDANT

CASE NO. D-11-441 849-Z
DEPARTMENT P

NOTICE OF SEMINAR COMPLETION - EDCR 5.07

PLEASE TAKE NOTICE THAT KATHLEEN ANN KAR
(Name)

SUCCESSFULLY COMPLETED THE MANDATORY DIVORCE EDUCATION SEMINAR ON

2-5-2011
(Date)

Palo Verde Child & Family Services
2780 S. Jones Blvd. # 215
Las Vegas, NV 89146

Powell
PROGRAM REPRESENTATIVE

2-5-2011
DATE

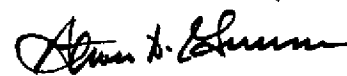


DISTRIBUTION: WHITE - Clerk CANARY - Party PINK - Program

Copeform.wpd

DECD

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600



CLERK OF THE COURT

MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioners, In Proper Person

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Marriage

Of

KATHLEEN A. KAR,

And

MEHMET SAIT KAR,

Joint Petitioners.

CASE NO: D-11-441849-Z

DEPT: P

DECREE OF DIVORCE

The above entitled cause, having been submitted to this Court for decision pursuant to Chapter 125 of the Nevada Revised Statutes, and based upon the Joint Petition by the Petitioners, KATHLEEN A. KAR and MEHMET SAIT KAR, and all of the papers and pleadings on file, the Court finds as follows:

1. That all of the allegations contained in the documents on file are true;
2. That all of the requirements of NRS 125.181 and NRS 125.182 have been met;
3. That this Court has the necessary UCCJA, UCCJEA and PKPA initial and continuing jurisdiction to enter orders regarding child custody and visitation on the following children of the relationship of the parties, and hereby exercises said jurisdiction:

DISPOSITIONS
☐ Converted from
☐ Blackstone
☐ Involuntary
☐ Dismissed
☐ Transferred
☐ Voluntary
☒ Dismissed
☐ Decision w/out
☐ Trial/Hearing
☐ Decision w/
☐ Hearing
☐ Decision w/
☐ Trial/Evidentiary
☐ Hearing
Guardianship
☐ Death
☐ Age of Majority
☐ Restoration of
☐ Competency
☐ Order
☐ Terminating
☐ Guardianship/
☐ Final Act.

ALEXANDER KAAAN KAR, born April 1, 2008.

4. That this Court has complete jurisdiction to enter this Decree and the orders regarding the distribution of assets and debts.
5. That resident Petitioner, KATHLEEN A. KAR has been, and is now, an actual bona fide resident of the State of Nevada and has actually been domiciled in the State of Nevada for more than six (6) weeks immediately prior to the commencement of this action, and intends to continue to make the State of Nevada her home for an indefinite period of time.
6. The Petitioners married on March 29, 2003 in Incirlik, Turkey, and ever since that date have been, and still are, Husband and Wife.
7. That during the course of marriage, the likes and dislikes, tastes, views, and mental dispositions of Petitioners have become so widely divergent and separated that the parties have become incompatible to such an extent that it is impossible for them to live together as husband and wife; that there is no possibility of reconciliation between them.
8. That there were no minor children born before or adopted during this relationship, and Wife is not now pregnant.
9. That the Petitioners have entered into an agreement settling all issues regarding the care, custody, visitation, health insurance, and child support of the child over which this Court has jurisdiction, said agreement being in the best interests of the child, and Petitioners have requested that their agreement as set forth in their Joint Petition, a copy of which is attached hereto as **Exhibit "A,"** be ratified, confirmed, and incorporated into their Decree as though fully set forth.
10. That the Petitioners have entered into an equitable agreement settling all issues regarding the division and distribution of assets and debts, said agreement being an equitable one, and

Petitioners have requested that the terms in their Joint Petition, a copy of which is attached hereto as **Exhibit "A,"** be ratified, confirmed and incorporated into their Decree as though fully set forth.

11. That the Petitioners have entered into an agreement settling the issue of spousal support and request that their agreement as set forth in their Joint Petition, a copy of which is attached hereto as **Exhibit "A,"** be ratified, confirmed and incorporated into their Decree as though fully set forth.

12. That the Wife shall retain her married name, to wit: "KAR."

13. That the parties waive their rights to a written Notice of Entry of Decree of Divorce, to appeal, to Findings of Fact and Conclusions of Law, and to move for a new trial.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between the Petitioners are dissolved and an absolute Decree of Divorce is granted to the parties, and each of the parties is restored to the status of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the agreement, as it is stated in the Petitioners' Joint Petition, regarding the care, custody, visitation, health insurance, and child support of the child over which this Court has jurisdiction, is hereby ratified, confirmed, and incorporated into this Decree as though fully set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the agreement, as it is stated in the Petitioners' Joint Petition, regarding the division and distribution of assets and debts, is hereby ratified, confirmed, and incorporated into this Decree as though fully set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the agreement, as it is stated in the Petitioners' Joint Petition, regarding the issue of spousal support are hereby ratified, confirmed, and incorporated into this Decree as though fully set forth.

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Wife shall retain her
2 married name, to wit: "KAR."

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS Chapter
4 125C.200, if custody has been established and the custodial parent intends to move his residence to a
5 place outside of this state and to take the child with him, the parent must, as soon as possible and
6 before the planned move, attempt to obtain the written consent of the noncustodial parent to move the
7 child from this state. If the noncustodial parent refuses to give that consent, the custodial parent shall,
8 before leaving this state with the child, petition the court for permission to move the child. The failure
9 of a parent to comply with the provisions of this section may be considered as a factor if the
10 noncustodial parent requests a change of custody.
11

12 **PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,**
13 **CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF**
14 **THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS**
15 **PROVIDED IN NRS 193.130. NRS 200.359 provides that every person**
16 **having a limited right of custody to a child or any parent having no right of**
17 **custody to a child who willfully detains, conceals or removes the child from a**
18 **parent, guardian or other person having lawful custody or a right of**
visitation of the child in violation of an order of this court, or removes the
child from the jurisdiction of the court without the consent of either the
court or all persons who have the right to custody or visitation is subject to
being punished for a category D felony as provided in NRS 193.130.

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that both parties are subject
20 to the terms imposed by the HAGUE CONVENTION of October 25, 1980, adopted by the 14th
21 Session of the Hague Conference on Private International Law, in accord with NRS 125.510(7), and
22 that the United States is the country, and Nevada is the state of habitual residence of the minor
23 children, in accordance with NRS 125.510(8).
24

25 ...

26 ...

27 ...
28

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS
2 125.450(2) and NRS 31A, and good cause appearing therefore, no income from either party will be
3 withheld or assigned for the payment of child support based upon the parties written agreement as
4 evidenced by this Decree of Divorce.

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

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this Court has subject
10 matter jurisdiction to determine custody in accordance with the Parental Kidnapping Prevention Act
11 (PKPA), 28 U.S.C. Section 1738A(c)(2)(A), and the Uniform Child Custody Jurisdiction Act
12 (UCCJA), Section 3(a)(1), NRS 125A.050. The Court finds that NEVADA is the "HOME STATE"
13 within the meaning of UCCJA Section 2(5) and PKPA 28 U.S.C. Section 1738A(b)(4), NRS
14 125a.050(1)(A)(1).

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties will execute
16 any deeds, certificates of title, bills of sale, quitclaims, or other evidence of transfer necessary to
17 effectuate the provisions in this Decree within thirty (30) days or ninety (90) days respectively after the
18 filing date of said Decree. Should either party fail to execute any of said documents to transfer interest
19 to the other, then it is agreed that this Decree shall constitute a full transfer of the interest of one to the
20 other, as herein provided, and it is further agreed that pursuant to NRCP 70, the Clerk of the Court,
21 **Steven D. Grierson**, shall be deemed to have hereby been appointed and empowered to sign, on behalf
22 of the non-signing party, any of the said documents of transfer that have not been executed by the other
23 party otherwise responsible for such.
24
25
26
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** the parties shall be ordered to
2 execute a Bill of Sale and Title to the vehicles being conveyed to each respective party herein, thereby
3 transferring said vehicles accordingly. In the event either party should fail to do so, the State of
4 Nevada Department of Motor Vehicles shall be ordered to transfer said titles to said vehicles
5 accordingly.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that in the event either party
7 files for bankruptcy, and the non-filing party has a successful claim brought against him/her, the
8 damaged party will be entitled to attorney's fees, costs, and expenses in an amount awarded by the
9 Court. The Court may order alimony in the amount of the damages, and will maintain jurisdiction over
10 obligations, terms, and conditions set forth herein pursuant to Siragusa v. Siragusa, 108 Nev. 987, 843
11 P.2d 807 (1992).
12

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** all transfers detailed herein
14 are done pursuant to Internal Revenue Code § 1041 (or successor statute) and constitute non-taxable
15 transfers between spouses pursuant to written agreement. Additionally, each party will not take any
16 position inconsistent with the terms and conditions of the Decree in any filing of income or taxes in the
17 future. Both parties acknowledge they should seek independent tax advice concerning the income tax
18 and estate tax implication and consequences with respect to the property and indebtedness distribution;
19 said Counsel has not provided tax advice concerning this Decree.
20
21

22 ...

23 ...

24 ...

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties have made a
2 full and complete settlement of their respective rights in their marital property. The parties in any
3 subsequent action shall seek no monetary award, or any other remedy or benefit that would be in
4 conflict with or in addition to what they have agreed upon in this instrument. The provisions in this
5 Decree shall be taken as the full and final property settlement agreement, and it is agreed that a copy of
6 the Decree shall be offered into evidence in any further proceedings between the parties, or in any suit
7 between the parties.
8

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties agree the
10 provisions in this Decree supersede all prior negotiations between the parties and contain all the terms
11 they have agreed upon.
12

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that in the event any property
14 has been omitted from this Decree that would have been community property or otherwise jointly-held
15 property under the law applicable as of the date hereof, the concealing or possessory party will transfer
16 or convey to the other party, at the other party's election: (a) the full market value of the other party's
17 interest on the date of this Decree, plus statutory interest through and including the date of transfer or
18 conveyance; (b) the full market value of the other party's interest at the time that party discovers that
19 he or she has an interest in such property, plus statutory interest through and including the date of
20 transfer or conveyance; or (c) an amount of the omitted property equal to the other party's interest
21 therein, if it is reasonably susceptible to division.
22

23 ...

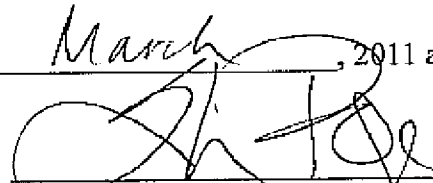
24 ...

25 ...
26
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Petitioners shall submit
2 the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to the
3 Court and the Welfare Division of the Department of Human Resources within ten days from the date
4 this Decree is filed. The Clerk shall maintain such information in a confidential manner and not part of
5 the public record. The Petitioners shall update the information filed with the Court and the Welfare
6 Division of the Department of Human Resources within ten days should any of that information
7 become inaccurate.
8

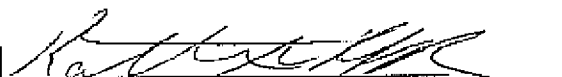
9 **THIS IS A FINAL DECREE.**

10 DATED and DONE this 11th day of March, 2011 at Las Vegas,
11 Clark County, Nevada.

12 
13 DISTRICT COURT JUDGE
14 MS
15

16 Respectfully Submitted:

Approved as to form and content:

17 
18 KATHLEEN A. KAR
19 9064 Watermelon Seed Avenue
20 Las Vegas, NV 89143
21 (618) 550-8600
22 Petitioner in Proper Person
23
24
25
26
27
28


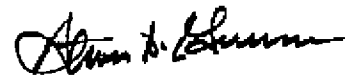

MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioner in Proper

Exhibit “A”



CLERK OF THE COURT

DVI

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89142
(618) 550-8600

MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89142
(618) 550-8600
Petitioners, In Proper Person

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

In the Matter of the Marriage

Of

KATHLEEN A. KAR,

And

MEHMET SAIT KAR,

Joint Petitioners.

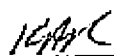
CASE NO: D-11-441849-Z
DEPT: P


JOINT PETITION FOR SUMMARY DECREE OF DIVORCE

COMES NOW the Petitioners, KATHLEEN A. KAR, in Proper Person and MEHMET SAIT KAR, in Proper Person, hereby jointly petition this Court, pursuant to the terms of Chapter 125 of the Nevada Revised Statutes, to grant them a divorce, Petitioners respectfully show, and under oath, state to the Court that every condition of NRS 125.181 has been met and further state as follows:

I

The Petitioners married on March 29, 2003 in the Incirlik, Turkey, and ever since have been, and still are, Husband and Wife.


Wife's initials


Husband's initials

II

The Petitioner, KATHLEEN A. KAR is now, and has been for at least six weeks preceding the commencement of this action, has been, an actual resident of the State of Nevada and, during all this period of time has been actually, physically, present in and living in, the State of Nevada, and intends to continue to make the State of Nevada her home for an indefinite period of time.

The current addresses of the Petitioners are:

Wife's Name KATHLEEN A. KAR

Wife's mailing address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Wife's residence address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Husband's name MEHMET SAIT KAR

Husband's mailing address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Husband's residence address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

III


That during the course of marriage, the likes and dislikes, tastes, views, and mental dispositions of Petitioners have become so widely divergent and separated that the parties have become incompatible to such an extent that it is impossible for them to live together as husband and wife; that there is no possibility of reconciliation between them.

IV

There is one (1) minor child of the parties' relationship, to wit: ALEXANDER KAAN KAR, born April 1, 2008. That both parties are fit and proper persons to have joint legal custody,

...


Wife's initials


Husband's initials

1 with the Mother having primary physical custody, care, and control of the minor child, subject to
2 the rights of specific visitation being awarded to the Father; that no minor children were adopted
3 during this relationship, and the Wife is not now pregnant. Nevada is the habitual residence of said
4 minor child.

5
6 V

7 The state of residence of the minor child is as follows:

8 <u>Name</u>	9 <u>State of residence</u>	10 <u>Length of time child has lived in that State</u>
11 Alexander Kaan Kar	12 Nevada	13 April 2008

14 VI

15 The Father shall have visitation with the minor child every other Friday from 5:00 p.m.
16 until Sunday at 5:00 p.m. The receiving party shall provide transportation. If the Father relocates
17 out of the country, he shall have liberal visitation with the minor child in the minor child's State of
18 residence upon the Father's return to the United States, upon mutual consent of both parties.

19 VII

20 The parties shall follow the holiday visitation schedule set forth below:

21 a. Father shall have the minor child on Martin Luther King Day, Memorial Day,
22 Labor Day and Nevada Admissions Day (Halloween) in even numbered years: Mother shall have
23 the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions
24 Day (Halloween) in odd numbered years. All visitations are from 8:00 a.m. to 8:00 p.m.

25 ...

26 ...

27 KAK
Wife's initials

28 M.S.K
Husband's initials

1 b. Father shall have the minor child on President's Day, 4th of July, and Veteran's Day
2 in odd numbered years; Mother shall have the minor child n President's Day, 4th of July, and
3 Veteran's Day in even numbered years. All visitations are from 8:00 a.m. to 8:00 p.m.

4 c. The Thanksgiving holiday shall begin on the Wednesday evening before
5 Thanksgiving Day at 5:00 p.m. and continue through Sunday at 5:00 p.m. Father shall have the
6 minor child during the Thanksgiving holiday in odd numbered years; Mother shall have the minor
7 child during the Thanksgiving holiday in even numbered years.

8 d. Christmas shall be divided into two (2) equal periods. The first period shall begin
9 the day school lets out for Christmas break and shall continue to December 26th at 9:00 a.m. The
10 second period shall begin on December 26th at 9:00 a.m. and end on January 2nd at 4:00 p.m.
11 Mother shall have the minor child during the first period in odd numbered years; Father shall have
12 the minor child during the second half in odd numbered years. Father shall have the minor child
13 during the first period in even numbered years; Mother shall have the minor child during the
14 second half in even numbered years.

15 e. That the parties shall alternate the birthdays of the minor child. Father shall have
16 the minor child in even numbered years; Mother shall have the minor child in odd numbered years.
17 All visitations are from 8:00 a.m. to 8:00 p.m.

18 f. Mother shall have the minor child every year on Mother's Day and Mother's
19 birthday. All visitations are from 8:00 a.m. to 8:00 p.m.

20 g. Father shall have the minor child every year on Father's Day and Father's birthday
21 each year. All visitations are from 8:00 a.m. to 8:00 p.m.

22 ...

23 Wife's initials

24 M.S.K
25 Husband's initials

1 h. Each parent shall have two (2) weeks of uninterrupted summer visitation with the
2 minor child. The parent who desires to exercise said provision shall provide the other parent with
3 thirty (30) days advance written notice.

4 i. Each parent reserves the right to occasionally travel out of town on a specific
5 holiday. When exercised, the other parent gets the child the next year to make up for that holiday.
6 Both parties shall give a 14-day advance notification to let the other party know if he/she will be
7 taking the child(ren) out of the State of Nevada for any holiday trips.
8

9 j. Other visitation and vacation time as is mutually agreed upon by both parties.

10 k. Holiday visitation supercedes regular visitation, but does not interrupt.

11 VIII

12 That currently the Wife is stationed in Nevada, however, if she receives Permanent Change
13 of Station (PCS) orders, the minor child shall travel with her. At that time, the parties will
14 formulate a visitation schedule for the Husband.
15

16 IX

17 The parties' joint legal custody of the parties' minor child entails the following:

18 a. The parties shall consult and cooperate with each other in substantial questions
19 relating to religious upbringing, educational programs, significant changes in social environment,
20 and health care of the child.
21

22 b. The parties shall have access to medical and school records pertaining to their child,
23 and be permitted to independently consult with all professionals involved with them.

24 c. Both parties shall have input into the selection of schools, health care providers, day
25 care providers, and counselors. In the event, the parties cannot agree to the selection of a school,
26

27 HAC
Wife's initials

28 M.S.K
Husband's initials

1 the child shall be maintained in the present school, pending mediation and/or further order of the
2 Court.

3 d. Each of the parties shall be empowered to obtain emergency health care for the child
4 without the consent of the other party. Each party is to notify the other party as soon as reasonably
5 possible of any illness requiring medical attention, or any emergency involving the child.

6 e. Each party is to provide the other party, upon receipt, information concerning the
7 well-being of the child, including, but not limited to, copies of report cards; school meeting notices;
8 vacation schedules; class programs; requests for conferences; result of standardized or diagnostic
9 tests; notices of activities involving the child; samples of school work; order forms for school
10 pictures; all communications from health care providers; the names, addresses and telephone
11 numbers of all schools, health care providers, regular day care providers and counselors.

12 f. Each party is to advise the other party of school, athletic, and social events in which
13 the child participates, such as open house, attendance at an athletic event, etc.

14 g. Each party shall have reasonable telephone access to the child while they are in the
15 other party's care. Each party is restrained from unreasonably interfering with the child's right to
16 privacy during such telephone conversations.

17 h. Each party is to provide the other parent with the address and telephone number, at
18 which the minor child reside, and to notify the other parent prior to any change of address and
19 provide the telephone number as soon as it is assigned.

20 i. The parents agree to communicate directly regarding the needs and well-being of
21 their child and agree not to use the child as a communicator regarding parental issues.

22 ...

23 KAR
24 Wife's initials

25 M. S. K.
26 Husband's initials

1 j. Both parents agree to use self-control and not verbally or physically abuse each
2 other in front of the child.

3 k. Each natural parent will be the only one to administer physical discipline to the
4 child, if necessary.

5 l. Both parents agree not to use illegal drugs or abuse alcohol, and in particular,
6 twenty-four hours, prior to and, during the time the child is in their respective care.
7

8 m. Both parents agree to utilize counseling for the child, when needed, and to be
9 involved in the counseling themselves if requested by the child's therapist.

10 X

11 The Father shall pay child support to the Mother in the sum certain amount of \$100.00 per
12 month for child support, due to his current unemployment. However, once the Father is gainfully
13 employed, he shall pay 18% of his gross monthly income, as and for the support and maintenance
14 of said minor child, until he attains the age of majority, graduates from high school, or when he
15 reaches 18 years of age if no longer enrolled in high school, otherwise, when he reaches 19 years of
16 age, pursuant to NRS 125.510, marries, dies, or becomes otherwise emancipated. Said child
17 support is due on the 1st day of each month, effective the month of the Decree filing. Father is the
18 non-custodial parent, and the support obligation agreed upon is in compliance with NRS 125B.070.
19 A Wage assignment for the child support will not be immediately put in place.
20
21

22 XI

23 No formal child support obligation has ever been previously established and this will be the
24 first Court Order relating to child support.
25

26 ...
27 LAK
Wife's initials

M.S.K
Husband's initials

XII

The Wife shall maintain medical, dental and vision insurance coverage on the minor child, with the parties equally sharing any and all excess coverage incurred thereby, and any and all reasonable health expenses, as well as any and all miscellaneous health related expenses incurred on behalf of said minor child not covered by insurance.


ADDITIONAL MEDICAL AND HEALTH CARE EXPENSE SHARING PROVISIONS:

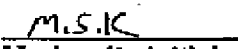
1. DOCUMENTATION OF OUT-OF-POCKET EXPENSES REQUIRED: A parent who incurs an out-of-pocket expense for medical care is required to document that expense and proof of payment of that expense. A receipt from the health care provider is sufficient to prove the expense so long as it has the name of the child on it and shows an actual payment by the parent.

2. PROOF OF PAYMENT REQUIRED: A parent who has paid a health expense for a minor child of the parties must provide a copy of the proof of payment to the other parent and the insurance company within thirty (30) days of the payment being made and in no event later than the expense could have been submitted to insurance for reimbursement. The failure of a parent to comply with this provision in a timely manner which causes the claim for insurance reimbursement to be denied by the insurance company as untimely will result in that parent being required to pay the entire amount which would have been paid by the insurance company as well as one-half of the expense which would not have been paid by insurance if the claim had been timely filed.

3. MITIGATION OF HEALTH EXPENSES REQUIRED, USE OF COVERED INSURANCE PROVIDERS: Parents have a duty to mitigate medical expenses for a minor child. Absent compelling circumstances, a parent should take a minor child to a health care provider covered by the insurance in effect and use preferred providers if available in order to minimize the cost of health care as much as possible. The burden is on the parent using a non-covered health care provider to demonstrate that the choice not to use a covered provider or the lowest cost option was reasonably necessary in the particular circumstances of that case. If the court finds the choice of a non-covered or more expensive covered provider was not reasonably necessary, then the court may impose a greater portion of financial responsibility for the cost of that health care to the parent who incurred that expense up to the full amount, which would have been provided by the lowest cost insurance choice.

4. SHARING OF INSURANCE INFORMATION REQUIRED: The parent providing insurance coverage for a child of the parties has a continuing obligation to provide insurance information including, but not limited to, copies of policies and changes thereto as they are received, claim forms, preferred provider lists initially, and as they change from time to time, and


Wife's initials


Husband's initials

1 identification cards. The failure of the insuring parent to timely supply any of the above items to
2 the other parent which results in the claim for treatment being denied by the insurance company in
3 whole or in part will result in the amount which would have been paid by the insurance policy
4 being paid by the insuring parent.

5 5. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES: A parent who receives a
6 written request for contribution for an out-of-pocket health care expense incurred by the other
7 parent must pay his or her share of the out-of-pocket expense to the paying parent within thirty (30)
8 days of receipt of the written request for contribution. The court encourages as much informal
9 written documentation as possible such as a handwritten note with copies of the bills and proof of
10 payment attached. The requesting parent should make a copy of all papers submitted to the other
11 parent in order to prove communication of this information to the other parent and substantiation
12 for the request. The parent receiving the request for contribution must raise any questions about the
13 correctness of the request for contribution within the thirty (30) day period after the request for
14 contribution is received. Any objection to the request for contribution must be made in writing with
15 a copy made for later reference by the court. If the parent receiving a request for contribution does
16 not respond to the request within the thirty (30) day period that parent may be assessed attorney's
17 fees if a contempt proceeding or court action is required as a result of the parent doing nothing. If
18 the parent who owes contribution for a health care expense of a minor child of the parties does not
19 pay the amount due within the thirty (30) day period and fails to respond to the request within the
20 thirty (30) days and if that parent is the recipient of periodic payments for child support or spousal
21 support, the requesting parent is authorized to deduct the amount due from the other parent from
22 any periodic payments due and payable thirty (30) days after the request for contribution was made
23 in writing subject to the limitation that the maximum recovery by deduction from monthly periodic
24 payments will be no more than \$50.00 per month.

25 6. SHARING INSURANCE REIMBURSEMENT: If either parent receives a payment from
26 an insurance company or medical provider which reimburses payments made out-of-pocket
27 previously by both parents or the other parent only, the party receiving the payment must give the
28 other parent's share of the payment to the other parent within seven (7) days of receipt of the
payments.

7. TIMELY SUBMISSION OF CLAIMS TO INSURANCE COMPANY: If either party
may submit a claim for payment to the insurance company directly, that party must do so in a
timely manner. If the claim must be submitted by only one party that party must submit the claim
in a timely manner. Failure of a party to comply with this requirement will result in that party being
required to pay the entire amount of the claim which would have been paid by insurance if timely
submitted and one-half of that amount which would have been paid by insurance.

...

...

27 Wife's initials

28 M.S.K.
Husband's initials

1 8. EFFECT OF NOT OBTAINING OR MAINTAINING REQUIRED HEALTH
2 INSURANCE COVERAGE: If a party is required to provide health insurance for a child of the
3 parties and that party fails to obtain or maintain such coverage or if that party loses the ability to
4 continue coverage for the child, the court will require that party to pay all of the medical expenses
5 which would have been paid by insurance as well as one-half of what would not have been covered
6 by insurance if it had been in effect.

7 XIII

8 That the parties shall equally share any and all daycare costs on behalf of the minor child.


9 XIV

10 That there is community property of the Parties.

11 That the Wife shall receive the following as her sole and separate property:

- 12 1. All household furniture and furnishings in Wife's possession at the time of the
13 Decree herein.
- 14 2. All personal property including jewelry, clothing and miscellaneous effects in
15 Wife's possession at the time of the Decree herein.
- 16 3. Any and all bank accounts and other intangibles now in Wife's sole name, and any
17 account not otherwise specifically mentioned herein, including, but not limited, to
18 the checking account ending in *6794 and savings account ending in *4115 with
19 Fort Sill National Bank.
- 20 4. One-half of the parties' joint bank accounts, with the exception of the account
21 ending in *6597.
- 22 5. One-half of the bank account ending in *6597 after the payment of household
23 expenses and credit cards.

24 ...

25
26 
27 _____
28 Wife's initials

M.S.K
Husband's initials

6. The minor child's bank account ending in *6597 with Fort Sill National Bank.
7. 2008 Hyundai Veracruz, VIN KM8NU73C98U034110, said vehicle is paid in full.
8. Any and all community property as agreed upon between the parties, including, but not limited to the Master Bedroom Furniture, Samsung Television, Sony Surround Sound, Sony Play Station, LG Computer, Couch, and One (1) Recliner.
9. DWS Investments Mutual Fund as it was the Wife's sole and separate property prior to the parties' marriage.
10. Any pension, Military retirement, profit sharing, IRAs, and/or any other employee benefits Wife may be entitled to through past, current, and future employment and/or business ventures.

Husband shall receive the following as his sole and separate property:

1. All household furniture and furnishings in Husband's possession at the time of the Decree herein.
2. All personal property including jewelry, clothing and miscellaneous effects in Husband's possession at the time of the Decree herein.
3. Any and all bank accounts and other intangibles now in Husband's sole name, and any account not otherwise specifically mentioned herein, including, but not limited to the account ending *7878 with Regions.
4. One-half of the parties' joint bank accounts, with the exception of the account ending in *6597.

...
KAC
Wife's initials

M-S.K
Husband's initials

- 1 5. One-half of the bank account ending in *6597 after the payment of household
2 expenses and credit cards.
- 3 6. 2001 Mitsubishi Galant, VIN 4A3AA46G61E118424, said vehicle is paid in full.
- 4 7. Any and all community property agreed upon between the parties, including, but not
5 limited to the Spare Bedroom Furniture, Philips Television, Samsung VCR, GM
6 Computer, and two (2) recliners.
- 7 8. Any pension, retirement, profit sharing, IRAs, and/or any other employee benefits
8 Husband may be entitled to through future employment and/or business ventures.

10 XV

11 That there is community debt of the parties. That the Wife shall pay, assume, and hold the
12 Husband harmless therefrom:

- 13 1. Any and all debts and obligations now in Wife's sole name, or incurred by Wife and
14 unknown to Husband, and not otherwise specifically mentioned herein.
- 15 2. Bank of America Visa credit card ending in *5694, with an approximate balance of
16 \$768.00.
- 17 3. Any and all debt incurred in Wife's name since the parties' separation of February
18 4, 2011.

19 Husband shall pay, assume and hold the Wife harmless from, the following debts:

- 20 1. Any and all debts and obligations now in Husband's sole name, or incurred by
21 Husband and unknown to Wife, and not otherwise specifically mentioned herein.
- 22 2. Any and all debt incurred in Husband's name since the parties' separation of
23 February 4, 2011.

24 MAK
25 Wife's initials

26 M-S.K
27 Husband's initials

XVI

Each party shall pay, assume and hold the other party harmless therefrom for any and all debts in his/her name, and any and all debts that are unknown to the other party since the date of separation of February 4, 2011.

XVII

Both parties expressly, knowingly, and unconditionally waive his or her right to spousal support and/or the other party's pensions now or in the future. Both parties understand that this waiver is permanent and that they may not petition the court for such relief.

XVIII

Wife shall retain her married name, to wit: "KAR."

XIX

Petitioners hereby request that this Court enter a Decree of Divorce, incorporating into that Decree the provisions made herein.

XX

Beginning with the 2011 tax year and every year thereafter, the Wife shall have the right to the dependency exemption or deduction for income tax purposes attributable to the support of the minor child, under Section 151 of the Internal Revenue Code, as amended, or the corresponding provisions of any successor statute. Both parties shall execute all necessary waivers and other documents necessary to accomplish the purposes of this paragraph, including but not limited to, U.S. Treasury Form 8332.

...

KAR
Wife's initials

M. S. K.
Husband's initials

XXI

Neither party shall charge or cause or permit to be charged, to or against the other, any purchase which either of them may hereafter make, and shall not hereafter create any engagement or obligations in the name of or against the other, and shall never hereafter secure or attempt to secure any credit upon or in connection with the other. In the event either party utilizes the name of the other, said party shall be responsible for any and all debt incurred and any and all legal fees and costs associated with litigating to resolve the unauthorized use of a party's name hereto.

XXII

It is understood by the Petitioners that entry of Decree of Divorce constitutes a final adjudication of the rights and obligations of the parties with respect to the status of the marriage.

Petitioners each expressly give up their respective rights to receive written Notice of Entry of any Decree and Judgment of Divorce and Petitioners give up their right to request a formal Findings of Fact and Conclusions of Law, or to appeal any Judgment or Order of this Court made and entered in these proceedings or the right to move for a new trial.

XXIII

It is further understood by the Petitioners that a final Decree of Divorce entered by this summary procedure does not prejudice or prevent the rights of either Petitioner to bring an action to set aside the final decree for fraud, duress, accident, mistake, or the grounds recognized at law or in equity.

WHEREFORE, Petitioners pray as follows:

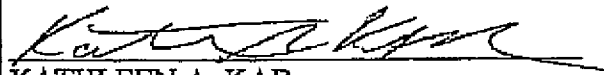
1. That the parties be granted a decree of divorce and that each of the Petitioners be restored to the status of unmarried persons.

...

2. That the terms agree upon in this Joint Petition be included in the Decree.

Dated this 10 day of February, 2011.

Dated this 10 day of February, 2011.



KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioner in Proper Person



MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioner in Proper Person

WIFE'S VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

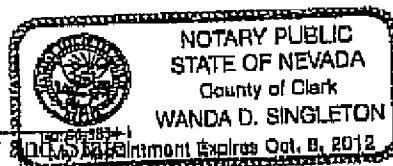
I, KATHLEEN A. KAR, being first duly sworn under oath, deposes and says:

That she is the Wife in the above-entitled action; that she has read the foregoing Joint Petition for Summary Decree of Divorce and knows the contents thereof, and that the same is true of her own knowledge, except as to those matters stated on information and belief and as to those matters she believes them to be true.


KATHLEEN A. KAR

SUBSCRIBED and SWORN before me
this 10 day of February, 2011.


NOTARY PUBLIC In and for said County and State



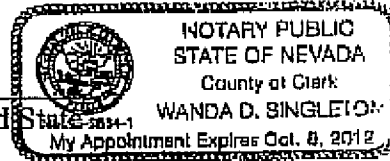
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 10 day of February, 2011, personally appeared before me, a Notary Public in and for said County and State, KATHLEEN A. KAR, known to me to be the person described

1 herein and who executed the foregoing Joint Petition for Summary Decree of Divorce in Proper
2 Person, who acknowledged to me that the same was executed freely and voluntarily and for the
3 uses and purposes therein mentioned.

4 Wanda Singleton
5 NOTARY PUBLIC in and for said County and State



6
7 HUSBAND'S VERIFICATION

8 STATE OF NEVADA)
9) ss:
10 COUNTY OF CLARK)

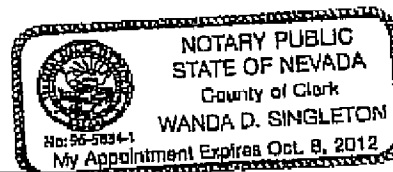
11 I, MEHMET SAIT KAR, being first duly sworn under oath, deposes and says:

12 That he is the Husband in the above-entitled action; that he has read the foregoing Joint
13 Petition for Summary Decree of Divorce and knows the contents thereof, and that the same is true
14 of his own knowledge, except as to those matters stated on information and belief and as to those
15 matters he believes them to be true.

16 MEHMET SAIT KAR
17

18 SUBSCRIBED and SWORN before me
19 this 10 day of February, 2011.

20 Wanda Singleton
21 NOTARY PUBLIC in and for said County and State



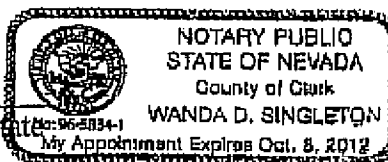
22 ACKNOWLEDGEMENT

23 STATE OF NEVADA)
24) ss:
25 COUNTY OF CLARK)

26 On this 10 day of February, 2011, personally appeared before me, a Notary Public
27 in and for said County and State, MEHMET SAIT KAR, known to me to be the person described

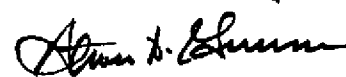
1 herein and who executed the foregoing Joint Petition for Summary Decree of Divorce in Proper
2 Person, who acknowledged to me that the same was executed freely and voluntarily and for the
3 uses and purposes therein mentioned.

4 *Wanda D. Singleton*
5 NOTARY PUBLIC in and for said County and State



CERT

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89142
(618) 550-8600



CLERK OF THE COURT

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Marriage

Of

KATHLEEN A. KAR,

And

MEHMET SAIT KAR,

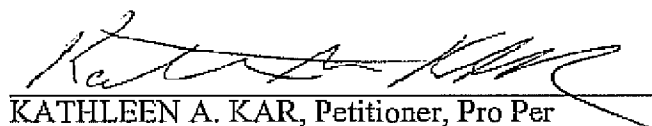
Joint Petitioners.

CASE NO: D-11-441849-2
DEPT: P

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 15 day of March, 2011, a true and correct copy of Decree of Divorce was served by placing a true and correct copy of the same in a sealed envelope, via first class mail, with sufficient postage prepaid thereon to ensure delivery and placed in the U.S. mail at Las Vegas, Nevada, addressed to:

Mehmet Sait Kar
9064 Watermelon Seed Avenue
Las Vegas, NV 89142



KATHLEEN A. KAR, Petitioner, Pro Per

Ann L. Quinn

CLERK OF THE COURT

FDF

(Name)

Kathleen Kar

(Address)

9064 Watermelon Seed Ave

(City/State)

Las Vegas NV 89143

(Phone)

618-550-8600

Plaintiff/Defendant in Proper Person

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

Kathleen KAR

Plaintiff or Petitioner

Case No.

D-11-4-1849-2

Dept. No.

P

Mehmet KAR

Defendant or Respondent

FINANCIAL DISCLOSURE FORM

Financial Statement of

Kathleen Ann Miller/KAR
First name Middle Last name

Occupation

Intelligence Analyst

Employed by

U.S. Air Force

From

1999

To

Present

Previously Employed by

From

To

Age & Date of Birth

33 / 29 May 79

Level of Education

Bachelor's Degree

Level of Disability, if Any

N/A

Marriage Date, if Applicable

N/A

Present Home Address

9064 Watermelon Seed Ave, Las Vegas NV
89143

How many adults (over 18) live with you?

None

How much do you receive from each of them each month?

0

I have paid my attorney a retainer of \$

and his/her hourly rate is \$

I am the Plaintiff/Petitioner Defendant/Respondent in the above action. I swear under penalty of perjury, that the contents of this Financial Disclosure Declaration are true to the best of my knowledge as of this date. I understand that by my signature I verify the material accuracy of the contents. I also understand that any willful misstatements may be contemptuous and could result in my punishment by the Court. I understand I have a duty to supplement this form upon discovering additional assets or debts or upon changed circumstances within 10 days of discovery.

I declare under penalty of perjury that the foregoing and following are true and correct.

Executed on

13 MAY 13

Signature

Kathleen Kar

ADKT 365 Exhibit A

NRCP-16.2

Financial Disclosure Form

Page 1 of 7

Nevada Supreme Court
Revised: October 16, 2007

Case No. _____
 Dept. No. _____

PERSONAL INCOME SCHEDULE		AMOUNT
IF SELF-EMPLOYED OR BUSINESS OWNER PLEASE FILL IN THE BUSINESS INCOME/EXPENSE SCHEDULE		
YOUR OWN INCOME		AMOUNT
EMPLOYMENT INCOME (If paid weekly multiply by 52 and divide by 12. If paid every two weeks, multiply by 26 and divide by 12)		NOTE: ATTACH COPIES OF YOUR THREE MOST RECENT PAY-STUBS
1	Average Gross Monthly Income from Employment (all employment income including salary \$ <u>3,495</u> + bonuses \$ _____ + overtime \$ <u>0</u> + commissions \$ <u>0</u> + tips \$ <u>0</u> + other \$ _____ =	5245
2	Average Monthly Paycheck Deduction - Income Taxes	362
3	Average Monthly Paycheck Deduction - Social Security	216
4	Average Monthly Paycheck Deduction - Medicare	51
5	Average Monthly Paycheck Deduction - Health Insurance	H
6	Average Monthly Paycheck Deduction - Retirement Plan or 401(k)	—
7	Average Monthly Paycheck Deduction - Savings Account	1400
8	Average Monthly Paycheck Deduction(s) - Other	27
9	Total Paycheck Deductions Per Month (Add lines 2-8 above)	2,068
10	Average Net Monthly Income from Employment (Subtract line 9 from line 1)	\$,177
OTHER INCOME		
11	Monthly Spousal Support/Alimony Awarded by a Court	0
12	Monthly Child Support: court ordered \$ <u>100</u> + other/voluntary child support \$ _____ = <u>Dependent not paying</u>	100
13	Investment Income (Dividends, interest and capital gains)	0
14	Rental Income (Enter the Amount of Depreciation Claimed in Computing Rental Income Here: \$ _____)	0
15	Retirement Income including Defined-Benefit Distributions, 401(k) Distributions, military retirement	0
16	Social Security Retirement	0
17	Social Security Disability/military disability	0
18	Supplemental Security Income (SSI)	0
19	Unemployment Benefits	0
20	Workers Compensation Payments	0
21	Other Sources of Income (Describe: such as direct contributions from roommates or indirect payment of expenses by roommates)	0
22	Total Other Income Per Month (Add lines 11-21)	100
23	TOTAL INCOME PER MONTH (Add lines 10 and 22)	\$,277

Case No. _____
 Dept. No. _____

PERSONAL EXPENSE SCHEDULE (NOTE: ALL EXPENSES LISTED BELOW SHOULD BE ON AN AVERAGE MONTHLY BASIS annual payments divided by 12; semiannual payments divided by 6; and quarterly payments divided by 3)		TOTAL AMOUNT
1	Mortgage or Rent: 1st Mtg. \$1100 + 2nd Mtg. \$ _____ + line of credit \$ _____ + taxes \$ _____ + insurance \$ _____ =	1100
2	Utilities: Gas/Oil \$36 + electricity \$113.40 + TV/cable \$127 + 58 water & 17.00 + garbage 33 =	274
3	Telephone: landline \$10 + cellular \$32 + Internet \$71 + fax \$ _____ + other \$ _____ =	153
4	Food, Groceries & Incidentals (not including entertainment or dining out)	300
5	Transportation: monthly payment/lease \$ _____ + gas and oil 260 + repairs and maintenance: tires \$ _____ + insurance \$126 + license/registration \$8 + parking \$ _____ + public transportation \$ _____ + other \$ _____ =	386
6	House Maintenance: housekeeping \$ _____ + garden/lawn care \$ _____ + snow removal \$ _____ + repairs & maintenance \$ _____ + other \$ _____ =	N/A
7	Entertainment: dining out \$ _____ + movies, shows \$ _____ + music/videos \$ _____ + other \$ _____ =	N/A
8	Dues, Memberships, Fees: Professional \$30 + memberships (health club, country club) \$ _____ + homeowners \$ _____ + fraternal \$ _____ + business \$ _____ + other \$ _____ =	30
9	Health/exercise: clothing/shoes \$ _____ + fees/passes (health clubs etc.) \$ _____ + other \$ _____ =	N/A
10	Clothing: self \$ _____ + children \$50 + cleaning \$ _____ =	50
11	Vacations	N/A
12	Pets: Food \$ _____ + boarding \$ _____ + healthcare \$ _____ + grooming \$ _____ + other \$ _____ =	N/A
13	Healthcare: insurance \$ _____ + unreimbursed medical \$ _____ + dental \$ _____ + orthodontic \$ _____ + medications \$ _____ + counseling \$ _____ + physical therapy \$ _____ + chiropractic \$ _____ + other \$ _____ =	N/A
14	Appearance: hair \$30 + nails \$40 + facials/massage \$50 + cosmetics \$ _____ + other \$ _____ =	120
15	Insurance: life \$89 + disability \$ _____ + other \$ _____ =	89
16	Books, Newspapers & Magazines	N/A
17	Church/Charitable	100
18	Accounting & Tax Preparation	5
19	Support of Others: Ordered Child Support \$ _____ + voluntary child support \$ _____ + court-ordered spousal support \$ _____ + eldercare \$ _____ =	N/A
20	Miscellaneous: Gifts \$10 + storage \$ _____ + flowers \$ _____ + savings \$ _____ + Lawyers fees \$ _____ + other \$ _____ =	10
21	Education: Tuition Books & Fees \$ _____ + extracurricular \$ _____ + sports \$ _____ + music \$ _____ + other \$ _____ =	N/A
22	Childcare: day care \$ _____ + preschool \$500 + other \$ _____ =	500
23	Minimum Charge Card Payments and other consumer/installment debt: credit card #1 \$ _____ + credit card #2 \$ _____ + credit card #3 \$ _____ + credit card #4 \$ _____ + other debt \$ _____ =	N/A
24	TOTAL MONTHLY EXPENSES (Add lines 1-23 above)	3117

Case No. _____
Dist. No. _____

INCOME/EXPENSE SUMMARY SCHEDULE	
Total Monthly Income from Personal Income Schedule Line 23	3277
Add: Total Average Net Monthly income from Self-Employment or Business Schedule Line 30	0
Less: Total Monthly Expenses from Personal Expense Schedule line 24	3117
Net Monthly Income or (Loss)	160

Case No. _____
 Dept. No. _____

ASSET AND DEBT SCHEDULE		PROPERTY VALUE (List all assets and debts at current value)			
NOTE: PLEASE USE ADDITIONAL ASSET AND DEBT SCHEDULES, AND CARRY TOTALS TO THE CONTINUUM. IF YOU NEED TO LIST ADDITIONAL ASSETS AND DEBTS BEYOND THE LINES PROVIDED ON THIS SCHEDULE, USE		TOTAL	COMMUNITY	SEPARATE	
Note: In general, Separate Property is defined as that acquired before marriage, or after marriage by gift or inheritance.				Wife	Husband
ASSETS					
BANKS: Include the last four numbers of the account, and the name and location, including the branch of the institution, including CDs.					
1					
2					
3					
4	Subtotal:				
INVESTMENTS: Include mutual funds, stocks, bonds, brokerage accounts, and other investments, including IRAs. Provide the last four numbers of the account, and the name and location, including the branch of the institution.					
5					
6					
7					
8	Subtotal:				
BUSINESS INTERESTS: If you own all or part include. Indicate percentage of ownership, here.					
9					
10					
11	Subtotal:				
RECEIVABLES & DEPOSITS					
12					
13	Subtotal:				
REAL PROPERTY: Provide location address and type of property, e.g., condominium, townhouse, single family residence, commercial or retail.					
14					
15					
16					
17					
18	Subtotal:				
AUTOS & RECREATIONAL VEHICLES: Provide make, model, mileage, and vehicle identification number.					
19					
20					
21					
22					
23					
24	Subtotal:				
PERSONAL PROPERTY: Provide information on furniture, electronics, household goods, cars, computers, artwork, precious metals and jewelry having value of \$100 or greater.					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35	Subtotal:				

Case No. _____
 Dept. No. _____

ASSETS AND DEBT SCHEDULE		PROPERTY VALUE (List all assets and debts by current value)			
NOTE: PLEASE USE ADDITIONAL ASSET AND DEBT SCHEDULES AND CARRY TOTALS TO THIS SCHEDULE IF YOU NEED TO LIST ADDITIONAL ASSETS AND DEBTS BEYOND THE LINES PROVIDED ON THIS SCHEDULE.		TOTAL	COMMUNITY	SEPARATE	
				HOUSE	CARS
36	CASH VALUE OF LIFE INSURANCE. Provide information on any loans against the cash surrender value of a life insurance policy.				
37					
38	Subtotal				
39	RETIREMENT ACCOUNTS. Provide the name of the account, account number, and administrator. Provide any information on loans against retirement assets.				
40					
41					
42					
43	Subtotal				
44	TOTAL ASSETS (add Lines 38, 39, 40, 41, 42, 43, 44 and 45)				
DEBT					
45	LONG TERM DEBT. Provide information on mortgages, notes, & debts of first home equity loans and lines of credit, and automobile, recreational vehicle, boat, and other loans.				
46					
47					
48					
49	Subtotal				
50	OTHER DEBT. Charge accounts, credit cards, medical debts, and other short-term debts. Provide the name of the lender, and the last four numbers of the account.				
51					
52					
53					
54					
55					
56					
57					
58	Subtotal				
59	TOTAL DEBT (add lines 49 and 58)				
60	NET WORTH (TOTAL ASSETS, line 44 MINUS TOTAL DEBT, line 59)				

Case No. _____
 Dept. No. _____

BUSINESS INCOME/EXPENSE SCHEDULE (Skip this schedule if you are not self-employed or do not own a business)		AMOUNT PER MONTH
1	Average Monthly Gross Receipts from Self-Employment, Business or Businesses	
2	Cost of Sales or Cost of Goods Sold (if applicable)	
3	Gross Profit (Subtract Line 2 from Line 1)	
EXPENSES		
4	Advertising	
5	Car and truck	
6	Commissions and fees	
7	Deductible meals	
8	Depletion	
9	Depreciation and section 179	
10	Employee benefit programs	
11	Entertainment	
12	Insurance (other than health)	
13	Interest	
14	Legal and professional	
15	Mortgage on building or office space (paid to banks, etc.)	
16	Office expense	
17	Other	
18	Pension and profit-sharing plans	
19	Rent	
20	Repairs and maintenance	
21	Supplies	
22	Taxes and licenses	
23	Travel	
24	Meals	
25	Utilities	
26	Wages	
TOTALS		
27	Total Business Expenses Per Month Including Cost of Sales (Add Lines 4-26)	
28	Average Gross Monthly Income from Self-Employment or Business (Subtract Line 27 from Line 3)	
29	Average Estimated Tax Payments on a Monthly Basis (Estimated Tax Payments are made on a quarterly basis. As a result, the required quarterly payment would be divided by three to calculate the average monthly estimated tax payment.)	
30	Average Net Monthly Income from Self-Employment or Business (Subtract Line 29 from Line 28)	

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT															
ID	NAME (Last, First MI)		SOC. SEC. NO	GRADE	PAY DATE	YRS SVC	ETS	BRANCH	AUSN/DSSN	PERIOD COVERED					
	KAR KATHLEEN A		2851	ES	990623	13	180429	AF	4043	1-32 FEB 13					
ENTITLEMENTS			DEDUCTIONS			ALLOTMENTS			SUMMARY						
Type	Amount		Type	Amount		Type	Amount								
A	BASE PAY	3495.30	FEDERAL TAXES	382.15	DISCRETIONARY ALT	300.00			+Ami Pw						
B	BAS	352.27	FICA-SOC SECURITY	216.74	DISCRETIONARY ALT	1100.00			-Tot Ent						
C	BAH	1358.00	FICA-MEDICARE	50.68	TPICARE DENTAL	10.66			-Tot Ded						
D			SGLI	27.00					-Tot Alt						
E			AFPH	50					+Net Ami						
F			SPS PAYMENT	7732.80					-Tot Paid						
G			MID-MONTH-PAY	1565.34					+EOM Pay						
H															
I															
J															
K															
L															
M															
N															
O															
TOTAL		5245.57	5970.78		3410.65										
LEAVE	EF Bal	Emd	Used	Cr Bal	ETS Bal	Lv Lost	Lv Paid	Use/Lose	FED TAXES	Wage Period	Wage YTD	M/S	Ex	Add'l Tax	Tax YTD
	28.5	12.5	18	23.8	118.0	.0	.0	.0	3495.30	17301.09	5	02		00	3301.96
FICA TAXES	Wage Period	Soc Wage YTD	Soc Tax YTD	Med Wage YTD	Med Tax YTD	STATE TAXES	FL	Wage Period	Wage YTD	M/S	Ex				Tax YTD
	3495.30	6990.60	433.42	6990.60	181.38	00	00	00	00	5	00				00
PAY DATA	BAQ Type	BAQ Depn	VHA Zip	Rent Amt	Share	Star	JFTR	Depos	3D JFTR	BAS Type	Charity YTD	TPC	PACIDN		
	WGEF	CHLD	88181	00	1	R		0			00				
THRIFT SAVINGS PLAN (TSP)	Base Pay Rate	Base Pay Current	Spec Pay Rate	Spec Pay Current	Inc Pay Current	Inc Pay Current	Bonus Pay Rate	Bonus Pay Current							
	0	00	0	00	0	00	0	00							
	TSP YTD Deductions				Deferred		Exempt								
	00				00		00								
REMARKS: YTD ENTITLE 29801.54 YTD DEDUCT 3881.68															
<p>IF TSP ELECTION AMT EXCEEDS NET AMT OUR TSP WILL NOT BE DEDUCTED.</p> <p>TAX TIME IS HERE! VERIFY YOUR TAX INFO AND RECEIVE YOUR STATEMENTS VIA MYPAY.</p> <p>GET YOUR TAX REFUND QUICKER WITH IRS E-FILE AND DIRECT DEPOSIT. SEE WWW.IRS.GOV AND WWW.FMS.TREAS.GOV/DT.</p> <p>THE AIR FORCE WANTS YOU AND YOUR FAMILY TO "SET A GOAL, MAKE A PLAN, SAVE AUTOMATICALLY" FOR MILITARY SAVES WEEK 26 FEB THROUGH 2 MAR 2013. FOR MORE INFO VISIT WWW.MILITAR/SAVES.ORG.</p> <p>ENSURE ALL YOUR PERSONNEL ACTIONS (EXTENSIONS, REENLISTMENTS, RETIREMENTS ETC.) ARE COMPLETED NOW, AS THE PERSONNEL SYSTEM WILL BE DOWN 4-31 MAR 2013.</p> <p>THE 75 DAY MAX LEAVE CARRYOVER IS EXTENDED</p>								<p>UNTIL 30 SEPTEMBER 2015. MAX LEAVE CARRYOVER ON 1 OCT 2015 IS 90 DAYS.</p> <p>DID YOU JUST PCS OR RETURN FROM A DEPLOYMENT? BEFORE YOU TAKE TIME OFF, FILE YOUR TRAVEL VOUCHER. TRAVEL VOUCHERS ARE USED TO STOP/START YOUR ENTITLEMENTS.</p> <p>THE NEW COMMISSARY REWARDS CARD IS AT YOUR COMMISSARY! DO YOU HAVE YOURS? START SAVING NOW! FOR INFO: WWW.COMMISSARIES.COM/REWARDS (LOWER CASE).</p> <p>MEMBER'S SGLI COVERAGE AMOUNT IS \$400,000 USED LEAVE BALANCE ADJUSTED.</p> <p>CURRENT MONTH LEAVE BALANCE ADJUSTED.</p> <p>SELECTIVE REENLIST BONUS 150130(032)</p> <p>CHARGE LEAVE 15031H-130207(048)</p> <p>BAH BASED ON WDEP ZIP 59191</p> <p>BANK: FORT BELL NATIONAL BANK</p>							

DFAS Form 702, Jan 02

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT																		
ID	NAME (Last, First MI)		SOC. SEC. NO		GRADE		PAY DATE		YRS SVC		ETS		BRANCH		ADSN/DSSN		PERIOD COVERED	
	KAR KATHLEEN A		***2551		E6		990623		13		160428		AF		4943		1-31 MAR 13	
ENTITLEMENTS				DEDUCTIONS				ALLOTMENTS				SUMMARY						
Type	Amount		Type	Amount		Type	Amount		+Amt Pwd									
A	BASE PAY		2495.35	FEDERAL TAXES	392.15	DISCRETIONARY ALT	300.00		+Tot ETS		9263.97							
B	BAS		152.27	FICA-SOC SECURITY	216.71	DISCRETIONARY ALT	1100.00		-Tot Ded		2249.96							
C	BAH		1398.00	FICA-MEDICARE	50.68	TRICARE DENTAL	10.66		-Tot Allt		1410.00							
D				SGLI	27.00				+Total Amt		1588.93							
E				AFRRH	.50				-Cr Fed		.00							
F				MID-MONTH PAY	1558.94				+EOM Pay		1588.93							
G																		
H																		
I																		
J																		
K																		
L																		
M																		
N																		
O																		
TOTAL				5245.57		2249.96		1410.00										
LEAVE		BF Bal	End	Used	Cr Bal	ETS Bal	Lv Lost	Lv Paid	Use/Loss	FED TAXES	Wage Period	Wage YTD	M/S	Ex	Adcl Tax	Tax YTD		
		26.5	15.9	15	25.5	118.0	.9	0	.0	3485.35	20798.36	5	02	.00	3684.05			
FICA TAXES		Wage Period	Soc Wage YTD	Soc Tax YTD	Med Wage YTD	Med Tax YTD	STATE TAXES	SA	Wage Period	Wage YTD	M/S	Ex	Tax YTD					
		3485.35	10485.50	550.13	10485.99	152.04	FL	.00	.00	.00	.00	.00	.00					
PAY DATA		BAG Type	BAG Depn	VHA Zip	Rent Amt	Share	Stat	JFTR	Depns	2D JFTR	BAS Type	Charity YTD	TPC	PACION				
		WDEP	CHLD	89181	.00	1	0	0	0	0	0	.00	00	00				
THRIFT SAVINGS PLAN (TSP)		Base Pay Rate	Base Pay Current	Spec Pay Rate	Spec Pay Current	Inc Pay Current	Inc Pay Current	Bonus Pay Rate	Bonus Pay Current									
		0	.00	0	.00	0	.00	0	.00									
		TSP YTD Deductions				Deferred		Exempt										
		.00				.00		.00										
REMARKS: YTD ENTITLE 28647.11 YTD DEDUCT 4548.72																		
<p>IF TSP ELECTION AMT EXCEEDS NET AMT DUE, TSP WILL NOT BE DEDUCTED.</p> <p>TAX TIME IS HERE. VERIFY YOUR TAX INFO AND RECEIVE YOUR STATEMENTS VIA MYPAY.</p> <p>GET YOUR TAX REFUND QUICKER WITH IRS E-FILE AND DIRECT DEPOSIT. SEE WWW.IRS.GOV AND WWW.FMS.TREAS.GOV/EFT.</p> <p>GETTING READY TO POST? MAKE SURE YOU STOP BY YOUR LOCAL FINANCE OFFICE PRIOR TO DEPARTING PCS TO PREVENT POTENTIAL OVER/UNDER PAYMENTS.</p> <p>THE 75 DAY MAX LEAVE CARRYOVER IS EXTENDED UNTIL 30 SEPTEMBER 2015. MAX LEAVE CARRYOVER ON 1 OCT 2015 IS 85 DAYS.</p> <p>THE NEW COMMISSARY REWARDS CARD IS AT YOUR COMMISSARY! DO YOU HAVE YOURS? START SAVING MORE NOW! FOR INFO: WWW.COMMISSARIES.COM/REWARDS SCREEN (DAST).</p> <p>MEMBER'S SGLI COVERAGE AMOUNT IS \$400,000.</p> <p>BAH BASED ON WDEP, ZIP 89181.</p> <p>BANK: FORT BELL NATIONAL BANK.</p>																		

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT																												
ID	NAME (Last, First, MI)		SOC. SEC. NO.	GRADE	PAY DATE	YRS SVC	ETS	BRANCH	ADSN/DSSN	PERIOD COVERED																		
	BAR KATHLEEN A		2551	E6	990623	13	150429	AF	A043	1-30 APR 13																		
ENTITLEMENTS			DEDUCTIONS			ALLOTMENTS			SUMMARY																			
Type	Amount		Type	Amount		Type	Amount		+Amt Paid 00																			
A	BASE PAY	3485.30	FEDERAL TAXES	382.15		DISCRETIONARY ALT	300.00		+Tot Ent 6245.57																			
B	BAS	382.27	FICA-SOC SECURITY	218.71		DISCRETIONARY ALT	1100.00		-Tot Ded 2245.86																			
C	BAH	1398.00	FICA-MEDICARE	50.88		TRICARE DENTAL	10.88		-Tot All 1410.66																			
D			GGLI	27.00					-Net Amt 1988.63																			
E			AFPH	50					-Cr Paid 00																			
F			HAL-MONTH-PAY	1555.94					+EOM Pay 1555.93																			
G																												
H																												
I																												
J																												
K																												
L																												
M																												
N																												
O																												
TOTAL		5245.57			2245.86			1410.66																				
LEAVE	RF Bal	26.5	ETD	17.5	Used	47	Or Bal	27.0	ETS Bal	117.0	Ly Lcr	0	Ly Paid	0	Used Loss	0	FED TAXES	3485.30	Wage Period	24391.80	Wage YTD	8	Ex	87	Add'l Tax	00	Tax YTD	4038.20
FICA TAXES	Wage Period	3485.30	Soc Wage YTD	12681.20	Soc Tax YTD	550.84	Med Wage YTD	13981.20	Med Tax YTD	252.72	STATE TAXES	FL	Wage Period	00	Wage YTD	00	M/S	5	Ex	00	Tax YTD	00						
PAY DATA	BAQ Type	WDEP	BAQ Degr	CHILD	VHA Zip	39181	Rent Amt	00	Share	1	Stat	R	JFTR	0	Depns	0	2D JFTR	0	BAQ Type	00	Charity YTD	00	TPC		PACIDN			
THRIFT SAVINGS PLAN (TSP)	Base Pay Rate	0	Base Pay Current	00	Spec Pay Rate	0	Spec Pay Current	00	Inc Pay Current	0	Inc Pay Current	00	Bonus Pay Rate	0	Bonus Pay Current	00												
			TSP YTD Deductions			Deferred			Exempt																			
			00			00			00																			
REMARKS:															YTD ENTITLE 31292.83 YTD DEDUCT 3205.76													
<p>IF TOP ELECTION AMT EXCEEDS NET AMT DUE, TSP WILL NOT BE DEDUCTED.</p> <p>-THE UNITED STATES AIR FORCE HONOR GUARD IS SEEKING HIGHLY MOTIVATED SRA THROUGH MEETS TO RENDER A FINAL TRIBUTE TO OUR NATION'S FALLEN HEROES. TO INITIATE THE APPLICATION PROCESS PLEASE CONTACT THE USAF HONOR GUARD RECRUITING TEAM AT 202-404-8584 OR 202-404-8347 (DSN 784).</p> <p>E-MAIL AT: HONORGUARD@AFHONORGUARD.MIL OR ONLINE AT WWW.HONORGUARD.AF.MIL/RECRUITING.</p> <p>-DID YOU JUST PCS OR RETURN FROM A DEPLOYMENT BEFORE YOU TAKE TIME OFF, FILE YOUR TRAVEL VOUCHER. VOUCHERS ARE USED TO STOP/START MANY</p>															<p>ENTITLEMENTS. FAILURE TO SUBMIT A VOUCHER CAN RESULT IN LARGE DEBTS AND DISCIPLINARY ACTION. YOU ARE RESPONSIBLE FOR YOUR PAY!</p> <p>-THE IRS TAXPAYER ADVOCATE SVC CAN HELP TAX PROBLEMS THAT YOU HAVEN'T BEEN ABLE TO RESOLVE. LEARN MORE AND FIND OTHER RESOURCES AT</p> <p>WWW.TAXPAYERADVOCATE.IRS.GOV/MILITARY</p> <p>MEMBER'S SOLI COVERAGE AMOUNT IS \$400,000</p> <p>USED LEAVE BALANCE ADJUSTED.</p> <p>CURRENT MONTH LEAVE BALANCE ADJUSTED.</p> <p>CHARGE LEAVE 130338-130328051</p> <p>BAH BASED ON WDEP, ZIP 39181</p> <p>BANK: FORT BELL NATIONAL BANK</p>													

DFAS Form 782, Jan 93

WWS 0535.WIL

DISTRICT COURT
CLARK COUNTY, NEVADA

Alvin D. Blum
CLERK OF THE COURT

KATHLEEN A. KAR,

Plaintiff,

vs.

MEHMET SAIT KAR,

Defendant.

CASE NO: D-11-441849-Z

DEPT: P

HEARING DATE: 5/13

HEARING TIME: 2:15

SCHEDULE OF ARREARAGES

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

KATHLEEN KAR, being first sworn deposes and says:

I am owed and entitled to receive certain periodic monthly payments from MEHMET SAIT KAR pursuant to Orders filed with the Court. A copy of the relevant provision of the Order is attached to this schedule. MEHMET SAIT KAR has failed to make all of those payments when due as set forth herein. The following schedule is a true and accurate statement of all payment due dates and of any payments received by me during the months noted.

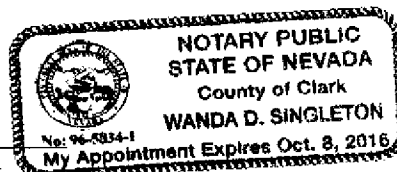
Further, Affiant sayeth not.

Kathleen Kar
AFFIANT

SUBSCRIBED AND SWORN to before me this

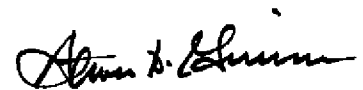
13 day of MAY, 2013.

Wanda D. Singleton
NOTARY PUBLIC in and for said County and State



DUE DATE SET BY COURT DECREE/ORDER	AMOUNT DUE THIS PAYMENT	DATE PAYMENT RECEIVED THIS MONTH	AMOUNT OF PAYMENT RECEIVED	TOTAL ARREARAGES THIS MONTH
3/1/11	100	--	0	100
4/1/11	100	--	0	200
5/1/11	100	--	0	300
6/1/11	100	--	0	400
7/1/11	100	--	0	500
8/1/11	100	--	0	600
9/1/11	100	--	0	700
10/1/11	100	--	0	800
11/1/11	100	--	0	900
12/1/11	100	--	0	1,000
1/1/12	100	--	0	1,100
2/1/12	100	--	0	1,200
3/1/12	100	--	0	1,300

[PLEASE USE OTHER SIDE OF FORM FOR ADDITIONAL ENTRIES]



CLERK OF THE COURT

0134

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, Nevada 89143
(618) 550-8600
Plaintiff, Pro Per

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

KATHLEEN A. KAR,

Plaintiff,

vs.

MEHMET SAIT KAR,

Defendant.

CASE NO: D-11-441849-Z

DEPT: P

HEARING DATE: 06/11/2013

HEARING TIME: 11:00 A.M.

ORAL ARGUMENT REQUESTED? YES

**PLAINTIFF'S MOTION FOR SOLE PHYSICAL and SOLE LEGAL CUSTODY, FOR
SPECIFIC VISITATION FOR DEFENDANT, FOR CHILD SUPPORT ARREARS, TO
REDUCE ARREARS TO JUDGMENT, FOR WAGE GARNISHMENT, FOR COSTS, AND
OTHER RELATED RELIEF**

NOTICE: As set forth in the Eighth Judicial District Court Rules 5.25 (b): "Within 10 days after service of the motion, the opposing party must serve and file written opposition thereto, together with a memorandum of Points and Authorities and support affidavits, if any, showing why the motion should be denied..."

COMES NOW, Plaintiff, KATHLEEN A. KAR, in Proper Person, and hereby moves this Honorable Court for its motion granting the Plaintiff the following relief:

1. To award Plaintiff sole physical and sole legal custody of the minor child;
2. To award Defendant specific visitation;
3. For child support arrears;
4. To reduce arrears to judgment;

1 5. To grant Plaintiff a wage garnishment against Defendant's wages for his child support
2 obligation;

3 6. Costs; and

4 7. Other related relief the Court deems just and proper.

5 This motion is made and based upon the papers and pleadings on file herein, the Points and
6 Authorities submitted in support hereof, the affidavit of Plaintiff, and any oral argument which may be
7 heard at the hearing set for this matter.
8

9 DATED this 13 day of May, 2013.

10
11 By: 

12 KATHLEEN A. KAR
13 9064 Watermelon Seed Avenue
14 Las Vegas, Nevada 89143
15 (618) 550-8600
16 Plaintiff, Pro Per

17 **NOTICE OF MOTION**

18 TO: MEHMET SAIT KAR, Defendant

19 YOU WILL PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing
20 Motion on for hearing on the 11th day of June, 2013 at the hour of 11:00 o'clock
21 a.m. in the Family Court Division of District Court in Department "P", which is located at 601 N.
22 Pecos, Las Vegas, Nevada or as soon thereafter as Counsel may be heard.

23 Dated this 13 day of May, 2013.

24 By: 

25 KATHLEEN A. KAR
26 9064 Watermelon Seed Avenue
27 Las Vegas, Nevada 89143
28 (618) 550-8600
Plaintiff, Pro Per

BACKGROUND

The Parties have been divorced for approximately two (2) years and have one (1) minor child, to wit: ALEXANDER KAAN KAR, born April 1, 2008. The Plaintiff {hereinafter referred to as "Kathleen"} is requesting the Court to grant her sole physical and sole legal custody of said minor child.

In the Decree of Divorce, Kathleen was awarded primary physical custody of the minor child, with the parties sharing joint legal custody, and Defendant's {hereinafter referred to as "Mehmet"} visitation with the minor child is every other Friday from 5:00 p.m. until Sunday at 5:00 p.m. In the Decree of Divorce, it was stated that if Mehmet relocated, he was granted liberal visitation with the minor child in the minor child's State of residence upon his return to the United States, and upon mutual consent of both parties. Mehmet was ordered to pay child support at \$100 per month due to his unemployment, commencing March 1, 2011. However, once he was employed, he was ordered to pay 18% of his gross monthly income. (**Exhibit "1"**)

Shortly after the parties divorce, Mehmet moved out of country, and since his departure, he has had minimal contact with ALEXANDER. Mehmet left Las Vegas in March 2011. His contact with ALEXANDER has been as follows:

♦ From March 2011 through December 2011, he spoke with his son via Skype only twenty-nine (29) times out of 306 days. Mehmet visited ALEXANDER once in December 2011 when he was applying for a job that needed a security clearance, and the company sent him to Las Vegas to complete the medical clearance portion. Also, during his visit he purchased toys for him.

♦ From January 2012 through December 2012, he spoke with his son via Skype only eight (8) times out of 366 days.

♦ From January 2013 through May 13, 2013, he has spoken with his son via Skype only seven (7) times out of 133 days.

1 Therefore, Mehmet has only spoken to his son only forty-four (44) times out of 805 days. The
2 Court should know that during this time, it is believed Mehmet was unemployed, and therefore, he has
3 no plausible excuse to explain away his frivolous attempts to stay in contact with his son.

4 Since Mehmet refused to institute regular contact with his son, Kathleen took on the
5 responsibility of setting up a weekly visit between ALEXANDER and Mehmet via Skype. Kathleen
6 told Mehmet that he could Skype with ALEXANDER every Saturday before 7:30 a.m. to 9:00 a.m.
7 She thought her efforts would give Mehmet a reason to establish a bond with ALEXANDER.
8 However, her attempts were futile because Mehmet regularly missed his Skype time with
9 ALEXANDER. ALEXANDER would be expecting to talk to his father, but Mehmet would be a no
10 show. When Kathleen asked Mehmet about his missed visitations, he told her, *"Thank you so much for
11 the info, I know you keep telling me you are online in the morning on Saturdays I keep forgetting the
12 time. I will try to be online on your time that way I can talk to him; lately I have memory problems..."*
13 It is pathetic that Mehmet blames missing his visitation time with his son as "memory problems."
14 How does a father forget to talk to his five (5) year old son that he is scheduled to talk to on Saturdays?
15 Especially since Mehmet lives out of country and does not see him on a regular basis. One would
16 think a son would be missed and would be a high priority on a parent's list. Mehmet has missed so
17 many visitations with his son that it became a concern to Kathleen because of the disappointment
18 ALEXANDER was experiencing.
19
20
21

22 Kathleen took another step in an effort to have Mehmet talk to ALEXANDER. She told him to
23 call ALEXANDER instead this way she could take care of errands and tasks, and still be available for
24 ALEXANDER to talk to his father. He called zero times. He has not sent ALEXANDER any
25 birthday/Christmas cards or gifts since December 2011. Years ago, Mehmet asked ALEXANDER
26 what he wanted for Christmas, ALEXANDER told him; Mehmet did not send it.
27
28

...

1 ALEXANDER is five (5) years old, an age where he knows disappointment. It is unfair to
2 ALEXANDER that his father fails to communicate with him, or keep his promises. Kathleen has bent
3 over backwards trying to work with and help Mehmet maintain a relationship with his son, to no avail.

4 Moreover, Mehmet has not paid child support since March 1, 2011, and has made no effort to
5 pay any of his child support payments of \$100 per month. He was unemployed when he left Nevada,
6 and just recently told Kathleen that he is working in the U.S. Consulate. Therefore, Kathleen
7 respectfully requests that Mehmet's child support be increased to 18% of his gross monthly income as
8 stated within the parties Decree of Divorce.

10 It is evident from Kathleen's evidence that Mehmet is not putting forth any effort to have a
11 relationship with ALEXANDER. From March 2011 to present, Mehmet has only made token efforts
12 to have any contact with his son, and therefore, gives reason for Kathleen's request for sole physical
13 and sole legal custody of the minor child, ALEXANDER.

15 **BEST INTERESTS OF THE CHILD ARE THE SOLE CONSIDERATION**

16 Kathleen is the parent who is assuming all the parental responsibilities without any help from
17 Mehmet. Kathleen is already acting in the role of a single parent, and therefore, it would not be a far
18 reach for the Court to award her sole physical and sole legal custody of the minor child. She is taking
19 care of ALEXANDER'S financial needs, takes him to all medical appointments, and is making all the
20 decisions regarding school, doctors, and any other needs ALEXANDER may have. Decisions that
21 would normally be made by two (2) parents are being made by one (1), and Kathleen requests sole
22 legal custody based upon the above mentioned. If anything ever happens to ALEXANDER, she needs
23 to be able to make that decision without hoping to make contact with Mehmet in another country.

26 Obviously, Mehmet is not interested in his son's care or well-being because he has failed to
27 provide anything towards ALEXANDER'S care. Mehmet is showing little to no interest in how his
28 child is being raised; what schools he attends; what doctors he frequents, or what he is interested in.

1 He has basically removed himself from his child's life. In addition, Mehmet has failed to meet his
2 financial responsibility in the area of child support. As stated above, he has not paid one (1) child
3 support payment.

4 Mehmet has had minimal visitation with ALEXANDER, and has had no physical contact with
5 him in over two (2) years. Therefore, he has not maintained a close bond with the child. Also,
6 Mehmet's conduct evinces a settled purpose on his part to forego all parental custody and relinquish all
7 claims to ALEXANDER. Mehmet has never paid any of ALEXANDER's medical expenses, nor has
8 he made any other financial contributions in regards to the minor child, i.e. schooling, extracurricular
9 activities, and/or sports. Kathleen desires for Mehmet to have a relationship with his son; however, it
10 is in the best interest of the minor child that she be awarded sole physical and sole legal custody of
11 ALEXANDER so that she is able to make decisions on behalf of the minor child.
12

13 The familial bond is between ALEXANDER and his mother only. His father is not in the
14 picture. The minor child is emotionally bonded to his mother, as Kathleen is the only parent he sees on
15 a daily basis. In Atkins v. Atkins 50 Nev. 33, 259 P.2d 110 (1927) as cited in Peavey v. Peavey, 85 Nev.
16 571, 460 P.2d 110 (1969), the Nevada Supreme Court ruled that Nevada custody statutes impose a
17 duty upon the Court to provide for the welfare of the minor children over which it has jurisdiction in
18 divorce actions. The Nevada Supreme Court has long stated that in determining questions of custody
19 concerning minor children, the sole consideration of the court should be the welfare of the children.
20 See Elsman V. Elsman, 54 Nev. 31, 22 P.2d 1939 (1933), as cited in Paine v. Paine, 71 Nev. 262, 287
21 P.2d 716(1955) and Hildahl v. Hildahl, 95 Nev. 657, 601 P.2d 58 (1979). The touchstone of all child
22 custody determination is the best interests of the minor child. Arnold v. Arnold, 95 Nev. 951, 604 P.2d
23 109 (1979).
24
25
26

27 Kathleen is a fit and proper person to have sole physical and sole legal custody, care and
28 control of ALEXANDER. It is a well-established fact that Kathleen is the primary caregiver of the

1 parties' minor child because Mehmet lives out of the country and is not co-parenting. Since Mehmet's
2 departure, he has not contributed at all to the rearing and/or development of his child. Kathleen tends
3 to all of the child's needs—emotional, physical and medical. It is Kathleen that provides the child's
4 every day care. It is Kathleen alone who is meeting the child's basic needs. It is Kathleen alone who is
5 providing shelter for the minor child every day and night. In addition, Kathleen is solely financially
6 supporting her child.
7

8 Mehmet has a duty to provide for his son, but refuses to do so. Per NRS 125B.020, the Statute
9 states in pertinent part as follows:

10 **NRS 125B.020. Obligation of parents**

11 1. The parents of a child (in this chapter referred to as "the child") have a duty to provide the
12 child necessary maintenance, health care, education and support.

13 Mehmet's behavior also demonstrates neglect and unfitness on his part as to the care and
14 welfare of his son. He has not provided any monies towards the care of his son. NRS 128.106(5)
15 provides as follows:

16 **Specific considerations in determining neglect by or unfitness of parent,**
17 states in pertinent part:

18 In determining neglect by or unfitness of a parent, the court shall
19 consider, without limitation, the following conditions which may
20 diminish suitability as a parent:

21 5. Repeated or continuous failure by the parent, although physically and
22 financially able, to provide the child with adequate food, clothing, shelter,
23 education or other care and control necessary for his physical, mental and
24 emotional health and development, but a person who, legitimately
practicing his religious beliefs, does not provide specified medical
treatment for a child is not for that reason alone a negligent parent.

25 Also, per NRS 128.018, an unfit parent is described as follows:

26 **NRS 128.018 "Unfit parent" defined.** "Unfit parent" is any parent of a
27 child who, by reason of the parent's fault or habit or conduct toward the
28 child or other persons, fails to provide such child with proper care,
guidance and support.

1 Per NRS 425.350, a duty of a parent is as follows:

2 **NRS 425.350 Duty of parent to support child; assignment of right to**
3 **support upon acceptance of assistance; appointment of administrator**
4 **as attorney in fact; enforceability of debt for support; notice of**
5 **assignment, states in pertinent part as follows:**

6 1. A parent has duties to support his children which include any duty
7 arising by law or under a court order.

8 In addition, Mehmet abandoned his child and has not provided any personal or economic
9 support for his son. Due to his failure to provide such support, NRS 126.031(3), states in pertinent
10 part:

11 **NRS 126.031 Relationship of parent and child not dependent on**
12 **marriage; primary physical custody of child born out of wedlock.**

13 3. For the purposes of this section, "abandoned" means failed, for a
14 continuous period of not less than 6 weeks, to provide substantial personal
15 and economic support.

16 Mehmet has made it clear that his lifestyle does not lend itself to raising children. This is a
17 responsibility and honor that Kathleen should continue as the sole physical and legal custodian – a
18 responsibility Mehmet has abandoned.

19 Per NRS 125.480, the best interests of the children are the sole consideration of the Court. The
20 Court looks at, among other things, if the child has been living in a wholesome and stable environment,
21 which parent is more likely to encourage a frequent and continuing relationship, the physical,
22 developmental and emotional needs of the child, and any history of parental abuse or neglect of the
23 child. NRS 125.480 (3)(b)(4)(c)(g)(j). Kathleen ensures her child is raised in a wholesome, stable and
24 safe environment. She is the only parent that is providing shelter and care for ALEXANDER. As
25 stated above, Kathleen is the parent who nurtures the child. Kathleen has never committed any acts of
26 physical or mental abuse, or neglect against the minor child.

27 As for visitation, Kathleen will encourage a frequent and continuing relationship between
28

1 ALEXANDER and his father. Kathleen has never denied Mehmet access to his child. She wants
2 Mehmet to have a relationship with his child.

3 Kathleen knows that it is in ALEXANDER's best interest that she be awarded sole physical
4 and sole legal custodian, and by default, she should be awarded sole physical and sole legal custody of
5 the minor child.

6 SPECIFIC VISITATION

7
8 Kathleen respectfully requests the regular and holiday visitation schedules outlined in the
9 parties Decree of Divorce remain status quo; thus, available if Mehmet wants to exercise them.

10 CHILD SUPPORT

11 It is believed Mehmet is now employed, and based upon the language in the parties Decree of
12 Divorce, Mehmet is ordered to pay child support in the sum certain amount of 18% of his gross
13 monthly income once he is employed, or the minimum amount of \$100 per month, whichever is
14 greater, as and for the support of the minor child. Kathleen respectfully requests the Court to increase
15 Mehmet's child support to the statutory amount. Kathleen also requests a wage garnishment be put in
16 place to ensure she receives her court ordered child support payments.

17
18 Kathleen does not know Mehmet's true income; therefore, it is necessary for him to fill out a
19 Financial Disclosure Form to disclose all sources of income. Furthermore, Kathleen respectfully
20 requests that Mehmet provide three (3) years of his most current Income Tax Returns, if any, and any
21 paycheck stubs to be used in the calculation of his child support obligation.

22 CHILD SUPPORT ARREARS; REDUCE TO JUDGMENT

23
24 Mehmet has child support arrears in the approximate amount of \$2,700 based upon the
25 language in the parties Decree of Divorce at \$100 per month, from March 1, 2011 to May 1, 2013.
26 Kathleen respectfully requests any child support arrears be reduced to judgment, accruing interest at
27

1 the legal rate from March 1, 2011 to present, collectible by any and all legal means necessary and
2 payable at \$100 per month until paid in full.

3 However, if it is determined that Mehmet had previous employment, but failed to inform
4 Kathleen to increase his child support, Kathleen respectfully requests child support be calculated from
5 the day of employment at 18% of his gross monthly income and included in any arrears award.

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

8 1. Except as otherwise provided in NRS 125B.012, if an installment
9 of an obligation to pay support for a child which arises from the judgment of
10 a court becomes delinquent in the amount owed for 1 month's support, a
11 penalty must be added by operation of this section to the amount of the
12 installment. This penalty must be included in a computation of arrearages by
a court of this state and may be so included in a judicial or administrative
proceeding of another state.

13 2. The amount of the penalty is 10 percent per annum, or portion
14 thereof, that the installment remains unpaid. Each district attorney or other
15 public agency in this state undertaking to enforce an obligation to pay
support for a child shall enforce the provisions of this section.

16 **COSTS**

17 Kathleen is entitled to costs, and therefore, requests an award of \$350.00. If Kathleen has to
18 hire an attorney to litigate this matter, she respectfully requests that she be awarded attorney's fees in
19 the amount of \$3,500. NRS 18.010

20 In Love v. Love, 114 Nev. 572, 959 P.2d 523 (1998), the Court reaffirmed NRS 18.010(2)(b)
21 and NRS 125.150(3), holding that the district court can award fees in a post judgment motion in a
22 divorce case, citing with approval Lecming v. Lecming, 87 Nev. 530, 490 P.2d 342 (1971); Korbel v.
23 Korbel, 101 Nev. 140, 696 P.2d 993 (1985); Fletcher v. Fletcher, 89 Nev. 540, 516 P.2d 103 (1973).
24

25 ...

26 ...

27 ...

CONCLUSION

Kathleen respectfully requests this Court award her sole physical and sole legal custody, of the minor child, ALEXANDER. That the visitation schedule in the parties Decree of Divorce remain status quo.

It is believed Mehmet is now employed, and based upon the language in the parties Decree of Divorce, Mehmet is ordered to pay child support in the sum certain amount of 18% of his gross monthly income once he is employed, or the minimum amount of \$100 per month, whichever is greater, as and for the support of the minor child. Kathleen respectfully requests the Court to increase Mehmet's child support to the statutory amount. Kathleen also requests a wage garnishment be put in place to ensure she receives her court ordered child support payments.

Kathleen also respectfully requests that Mehmet's child support arrears of \$2,700 be reduced to judgment, accruing interest at the legal rate from March 1, 2011 to present, collectible by any and all legal means necessary, and payable at \$100 per month until paid in full. If it is determined Mehmet has been working, but failed to inform Kathleen, Kathleen respectfully requests his child support be calculated from the day of employment at 18% of his gross monthly income and included in any arrears award. Kathleen does not know Mehmet's true income; therefore, it is necessary for him to fill out a Financial Disclosure Form to disclose all sources of income. Furthermore, Kathleen respectfully requests that Mehmet provide three (3) years of his most current Income Tax Returns, if any, and any paycheck stubs to be used in the calculation of his child support obligation.

...

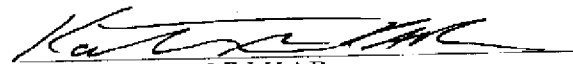
...

...

1 Kathleen respectfully requests that she be awarded costs in the amount of \$350.00. If Kathleen
2 has to hire an attorney to litigate this matter, she respectfully requests that she be awarded attorney's
3 fees in the amount of \$3,500.

4 DATED this 13 day of May, 2013.

5 Respectfully submitted,

6
7 
8 KATHLEEN ANN KAR
9 9064 Watermelon Seed Avenue
10 Las Vegas, Nevada 89143
11 (618) 550-8600
12 Plaintiff, Pro Per

13 **POINTS & AUTHORITIES**

14 **NRS 125A.305 Initial child custody jurisdiction.**

15 1. Except as otherwise provided in NRS 125A.335, a court of this State has jurisdiction to
16 make an initial child custody determination only if:

17 (a) This State is the home state of the child on the date of the commencement of the proceeding
18 or was the home state of the child within 6 months before the commencement of the proceeding and
19 the child is absent from this State but a parent or person acting as a parent continues to live in this
20 State;

21 (b) A court of another state does not have jurisdiction pursuant to paragraph (a) or a court of the
22 home state of the child has declined to exercise jurisdiction on the ground that this State is the more
23 appropriate forum pursuant to NRS 125A.365 or 125A.375 and:

24 (1) The child and the child's parents, or the child and at least one parent or a person acting as a
25 parent, have a significant connection with this State other than mere physical presence; and

26 (2) Substantial evidence is available in this State concerning the child's care, protection,
27 training and personal relationships;

28 (c) All courts having jurisdiction pursuant to paragraph (a) or (b) have declined to exercise
jurisdiction on the ground that a court of this State is the more appropriate forum to determine the
custody of the child pursuant to NRS 125A.365 or 125A.375; or

(d) No court of any other state would have jurisdiction pursuant to the criteria specified in
paragraph (a), (b) or (c).

2. Subsection 1 is the exclusive jurisdictional basis for making a child custody determination
by a court of this State.

3. Physical presence of, or personal jurisdiction over, a party or a child is not necessary or
sufficient to make a child custody determination.

NRS 125.480. Best interest of child; preferences; considerations of court; presumption when court determines that parent or person residing with child is perpetrator of domestic violence

1. In determining custody of a minor child in an action brought under this chapter, the sole consideration of the court is the best interest of the child. If it appears to the court that joint custody would be in the best interest of the child, the court may grant custody to the parties jointly.

2. Preference must not be given to either parent for the sole reason that the parent is the mother or the father of the child.

3. The court shall award custody in the following order of preference unless in a particular case the best interest of the child requires otherwise:

(a) To both parents jointly pursuant to NRS 125.490 or to either parent. If the court does not enter an order awarding joint custody of a child after either parent has applied for joint custody, the court shall state in its decision the reason for its denial of the parent's application.

(b) To a person or persons in whose home the child has been living and where the child has had a wholesome and stable environment.

(c) To any person related within the third degree of consanguinity to the child whom the court finds suitable and able to provide proper care and guidance for the child, regardless of whether the relative resides within this State.

(d) To any other person or persons whom the court finds suitable and able to provide proper care and guidance for the child.

4. In determining the best interest of the child, the court shall consider and set forth its specific findings concerning, among other things:

(a) The wishes of the child if the child is of sufficient age and capacity to form an intelligent preference as to his custody.

(b) Any nomination by a parent or a guardian for the child.

(c) Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent.

(d) The level of conflict between the parents.

(e) The ability of the parents to cooperate to meet the needs of the child.

(f) The mental and physical health of the parents.

(g) The physical, developmental and emotional needs of the child.

(h) The nature of the relationship of the child with each parent.

(i) The ability of the child to maintain a relationship with any sibling.

(j) Any history of parental abuse or neglect of the child or a sibling of the child.

(k) Whether either parent or any other person seeking custody has engaged in an act of domestic violence against the child, a parent of the child or any other person residing with the child.

5. Except as otherwise provided in subsection 6 or NRS 125C.210, a determination by the court after an evidentiary hearing and finding by clear and convincing evidence that either parent or any other person seeking custody has engaged in one or more acts of domestic violence against the child, a parent of the child or any other person residing with the child creates a rebuttable presumption that sole

1 or joint custody of the child by the perpetrator of the domestic violence is not in the best interest of the
2 child. Upon making such a determination, the court shall set forth:

- 3 (a) Findings of fact that support the determination that one or more acts of domestic violence
4 occurred; and
5 (b) Findings that the custody or visitation arrangement ordered by the court adequately protects
6 the child and the parent or other victim of domestic violence who resided with the child.

7 6. If after an evidentiary hearing held pursuant to subsection 5 the court determines that each
8 party has engaged in acts of domestic violence, it shall, if possible, then determine which person was
9 the primary physical aggressor. In determining which party was the primary physical aggressor for the
10 purposes of this section, the court shall consider:

- 11 (a) All prior acts of domestic violence involving either party;
12 (b) The relative severity of the injuries, if any, inflicted upon the persons involved in those
13 prior acts of domestic violence;
14 (c) The likelihood of future injury;
15 (d) Whether, during the prior acts, one of the parties acted in self- defense; and
16 (e) Any other factors which the court deems relevant to the determination.

17 In such a case, if it is not possible for the court to determine which party is the primary physical
18 aggressor, the presumption created pursuant to subsection 5 applies to both parties. If it is possible for
19 the court to determine which party is the primary physical aggressor, the presumption created pursuant
20 to subsection 5 applies only to the party determined by the court to be the primary physical aggressor.

21 7. As used in this section, "domestic violence" means the commission of any act described in
22 NRS 33.018.

23 **NRS 125.510. Court orders; modification or termination of orders; form for orders; court may
24 order parent to post bond if parent resides in or has significant commitments in foreign country,
25 states in pertinent part:**

26 1. In determining the custody of a minor child in an action brought under this chapter, the court
27 may:

28 (a) During the pendency of the action, at the final hearing or at any time thereafter during the
minority of any of the children of the marriage, make such an order for the custody, care, education,
maintenance and support of the minor children as appears in their best interest; and

(b) At any time modify or vacate its order, even if the divorce was obtained by default without
an appearance in the action by one of the parties.

The party seeking such an order shall submit to the jurisdiction of the court for the purposes of
this subsection. The court may make such an order upon the application of one of the parties or the
legal guardian of the minor.

4. A party may proceed pursuant to this section without counsel.

5. Any order awarding a party a limited right of custody to a child must define that right with sufficient particularity to ensure that the rights of the parties can be properly enforced and that the best interest of the child is achieved. The order must include all specific times and other terms of the limited right of custody. As used in this subsection, "sufficient particularity" means a statement of the rights in absolute terms and not by the use of the term "reasonable" or other similar term which is susceptible to different interpretations by the parties.

NRS 125B.070. Amount of payment: Definitions; adjustment of presumptive maximum amount based on change in Consumer Price Index, states in part, as follows:

Text of section effective July 1, 2002.

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

(a) "Gross monthly income" means the total amount of income received each month from any source of a person who is not self-employed or the gross income from any source of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension or for any other personal expenses.

(b) "Obligation for support" means the sum certain dollar amount determined according to the following schedule:

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

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

2. For the purposes of paragraph (b) of subsection 1, the presumptive maximum amount per month per child for an obligation for support, as adjusted pursuant to subsection 3, is:

**PRESUMPTIVE MAXIMUM AMOUNTS OF CHILD SUPPORT (NRS 125B.070)
EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013**

If the Parent's Gross Monthly Income is at Least	But Less Than	The Presumptive Maximum Amount the Parent May be Required to Pay per Month per Child Pursuant to Paragraph (b) Subsection 1 is
\$0	\$4,235	\$649
\$4,235	\$6,351	\$714
\$6,351	\$8,467	\$781
\$8,467	\$10,585	\$844
\$10,585	\$12,701	\$909

1 \$12,701 \$14,816 \$973
2 \$14,816 No Limit \$1,040

3 If a parent's gross monthly income is equal to or greater than \$14,816, the presumptive maximum
4 amount the parent may be required to pay pursuant to paragraph (b) of subsection 1 is \$1,040.

5 3. The amounts set forth in subsection 2 for each income range and the corresponding amount
6 of the obligation for support must be adjusted on July 1 of each year for the fiscal year beginning that
7 day and ending June 30 in a rounded dollar amount corresponding to the percentage of increase or
8 decrease in the Consumer Price Index (All Items) published by the United States Department of Labor
9 for the preceding calendar year. On April 1 of each year, the office of court administrator shall
10 determine the amount of the increase or decrease required by this subsection, establish the adjusted
11 amounts to take effect on July 1 of that year and notify each district court of the adjusted amounts.

12 4. As used in this section, "office of court administrator" means the office of court
13 administrator created pursuant to NRS 1.320.

14 **NRS 125.180 Judgment for arrearages in payment of alimony and support.**

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

19 2. The application for such order shall be upon such notice to the defaulting party as the court
20 may direct.

21 3. The judgment may be enforced by execution or in any other manner provided by law for the
22 collection of money judgments.

23 4. The relief herein provided for is in addition to any other remedy provided by law.

24 **NRS 125.450 Order for medical and other care, support, education and maintenance required.**

25 1. No court may grant a divorce, separate maintenance or annulment pursuant to this chapter, if
26 there are one or more minor children residing in this state who are the issue of the relationship, without
27 first providing for the medical and other care, support, education and maintenance of those children as
28 required by chapter 125B of NRS.

2. Every order for the support of a child issued or modified after January 1, 1990, must include
an order directing the withholding or assignment of income for the payment of the support unless one
of the parties demonstrates and the court finds good cause for the postponement of the withholding or
assignment or all parties otherwise agree in writing. Such an order for withholding or assignment must
be carried out in the manner provided in chapter 31A of NRS for the withholding or assignment of
income.

NRS 125B.140 Enforcement of order for support.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The court shall ensure that the social security number of the responsible parent is:

(1) Provided to the welfare division of the department of human resources.

(2) Placed in the records relating to the matter and, except as otherwise required to carry out a specific statute, maintained in a confidential manner.

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

3 DATED this 13 day of May, 2013.

4
5 By: 

6 KATIILEEN ANN KAR
7 9064 Watermelon Seed Avenue
8 Las Vegas, Nevada 89143
9 (618) 550-8600
10 Plaintiff, Pro Per
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIDAVIT OF KATHLEEN A. KAR

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

KATHLEEN A. KAR, being first duly sworn, deposes and says:

1. That I am the Plaintiff, have knowledge of the facts contained herein, and am competent to testify thereto. That I have read the contents of the foregoing Motion, and that I am competent to testify as to the matters set forth herein based on my own knowledge except to those matters stated upon information and belief.

2. That we have been divorced for approximately two (2) years and have one (1) minor child, to wit: ALEXANDER KAAAN KAR, born April 1, 2008. I am respectfully requesting the Court to award me sole physical and sole legal custody of said minor child, as Mehmet has only made token efforts to have any contact with his son.

3. That I currently have primary physical custody, with the parties sharing joint legal custody. Mehmet lives out of the country and is entitled to liberal visitation with the minor child in the minor child's State of residence upon his return to the United States, and upon mutual consent of both parties.

4. That Mehmet was ordered to pay child support at \$100 per month due to his unemployment, commencing March 1, 2011, once he was employed, he was ordered to pay 18% of his gross monthly income.

5. That shortly after our divorce, Mehmet moved out of country, and since his departure, he has had minimal contact with ALEXANDER. Mehmet left Las Vegas in March 2011. His contact with ALEXANDER has been as outlined in my Motion. Mehmet has only spoken to his son forty-four (44) times out of 805 days.

...

1 6. That since Mehmet refused to institute regular contact with his son, I took on the
2 responsibility of setting up a weekly visit between ALEXANDER and Mehmet via Skype. I told
3 Mehmet that he could Skype with ALEXANDER every Saturday before 7:30 a.m. to 9:00 a.m. I
4 thought my efforts would give Mehmet a reason to establish a bond with ALEXANDER. However,
5 my attempts were futile because Mehmet regularly missed his Skype time with ALEXANDER.
6 ALEXANDER would be sitting by the computer waiting to talk to his father, and then Mehmet would
7 be a no show. When I asked Mehmet about his missed visitations, he told me, *"Thank you so much for*
8 *the info, I know you keep telling me you are online in the morning on Saturdays I keep forgetting the*
9 *time. I will try to be online on your time that way I can talk to him; lately I have memory problems..."*
10

11 7. That Mehmet has missed so many visitations with his son that it became a concern to
12 me because of the disappointment ALEXANDER was experiencing.
13

14 8. That I took another step in an effort to have Mehmet talk to ALEXANDER. I told him
15 to call ALEXANDER instead this way I could take care of errands and tasks, and still be available for
16 ALEXANDER to talk to his father. He called zero times. He has not sent ALEXANDER any
17 birthday/Christmas cards or gifts since December 2011. Years ago, Mehmet asked ALEXANDER
18 what he wanted for Christmas, ALEXANDER told him; Mehmet did not send it.
19

20 9. That I have bent over backwards trying to work with and help Mehmet maintain a
21 relationship with his son, to no avail.
22

23 10. That Mehmet has not paid child support since March 1, 2011, and has made no effort to
24 pay any of his child support payments of \$100 per month. He was unemployed when he left Nevada,
25 but recently told me that he is working in the U.S. Consulate. Therefore, I respectfully request that
26 Mehmet's child support be increased to 18% of his gross monthly income as stated within our Decree
27 of Divorce.
28

1 11. That I meet all of ALEXANDER's financial needs; I take him to all medical
2 appointments, and I am making all the decisions regarding school, doctors, and any other needs
3 ALEXANDER may have. Decisions that would normally be made by two (2) parents are being made
4 by one (1), me. If anything ever happens to ALEXANDER, I need to be able to make that decision
5 without hoping to make contact with Mehmet in another country.

6 12. That Mehmet has never paid any of ALEXANDER's medical expenses, nor has he
7 made any other financial contributions in regards to the minor child, i.e. schooling, extracurricular
8 activities, and/or sports. I desire for Mehmet to have a relationship with his son; however, it is in the
9 best interest of the minor child that I be awarded sole physical and sole legal custody of
10 ALEXANDER so that I am able to make decisions on behalf of the minor child.

11 13. That I respectfully request the regular and holiday visitation schedules outlined in the
12 Decree of Divorce remain status quo; thus, available if Mehmet wants to exercise them.

13 14. That I respectfully request the Court to increase Mehmet's child support to the statutory
14 amount. I also request a wage garnishment be put in place to ensure I receive the child support
15 payments.

16 15. That I do not know Mehmet's true income; therefore, it is necessary for him to fill out a
17 Financial Disclosure Form to disclose all sources of income. Furthermore, I respectfully request that
18 Mehmet provide three (3) years of his most current Income Tax Returns, if any, and any paycheck
19 stubs to be used in the calculation of his child support obligation.

20 16. That Mehmet has child support arrears in the approximate amount of \$2,700. I
21 respectfully request any child support arrears be reduced to judgment, accruing interest at the legal rate
22 from March 1, 2011 to present, collectible by any and all legal means necessary and payable at \$100
23 per month until paid in full.

24 ...

17. That if it is determined that Mehmet had previous employment, but failed to inform me to increase his child support, I respectfully request the child support be calculated from the day of employment at 18% of his gross monthly income and included in any arrears award.

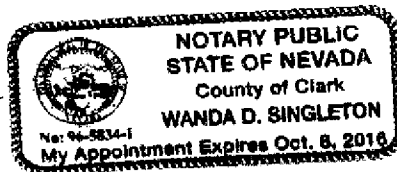
18. That I respectfully request that I be awarded costs of \$350.00. If I have to hire an attorney to litigate this matter, I respectfully request that I be awarded attorney's fees in the amount of \$3,500.

Further, your Affiant sayeth naught.


KATHLEEN A. KAR

Subscribed and sworn to before me
this 13 day of May, 2013.

Wanda O. Luper
NOTARY PUBLIC in and for
said County and State



MOFI

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, Nevada 89143
(618) 550-8600
Plaintiff, Pro Per

DISTRICT COURT OF NEVADA
FAMILY DIVISION, COUNTY OF CLARK

KATHLEEN A. KAR,) Case No: D-11-441849-Z
Plaintiff,) Dept. No: P
vs.) FAMILY COURT MOTION/OPPOSITION FEE
MEHMET SAIT KAR,) INFORMATION SHEET (NRS 19.0312)
Defendant.)

Party Filing Motion/Opposition: X Plaintiff/Petitioner Defendant/Respondent
MOTION FOR SOLE PHYSICAL and SOLE CUSTODY, FOR SPECIFIC VISITATION FOR DEFENDANT, FOR
CHILD SUPPORT ARREARS, TO REDUCE ARREARS TO JUDGMENT, FOR WAGE GARNISHMENT, FOR COSTS,
AND OTHER RELATED RELIEF

Notice	Mark correct answer with an "X"	
Motions and Oppositions to Motions filed after entry of final Decree or Judgment are subject to the Re-open filing fee of \$25.00, unless specifically excluded. (NRS 19.0312)	1. A final Divorce/Custody Order has NOT been entered.	<u> </u> Yes <u> X </u> No
	2. This document is filed <u>solely to adjust the amount of support for a child</u> . No other request is made.	<u> </u> Yes <u> X </u> No
	3. This Motion is <u>made for reconsideration</u> or a new trial and is filed within 10 days of the Judge's Order. If YES, provide file date of Order: <u> </u>	<u> </u> Yes <u> X </u> No
	4. This is a UIFSA case	<u> </u> Yes <u> X </u> No
If you answered YES to any of the questions above, you are <u>not</u> subject to the \$25 fee.		

 X Motion/Opp IS subject to \$25.00 filing fee Motion/Opp IS NOT subject to filing fee.

NOTICE
*If it is determined that a motion or opposition is filed
Without payment of the appropriate fee, the matter
may be taken off the Court's calendar or may remain
undecided until payment is made.*

DATED this 13 day of May, 2013.

Wanda Singleton
Printed Name of Preparer

Wanda Singleton
Signature of Preparer

Exhibit “1”

~~ORIGINAL~~

Electronically Filed
03/15/2011 01:15:13 PM


CLERK OF THE COURT

DECD

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600

MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioners, In Proper Person

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

In the Matter of the Marriage

Of

KATHLEEN A. KAR,

And

MEHMET SAIT KAR,

Joint Petitioners.

CASE NO: D-11-441849-Z

DEPT: P

DECREE OF DIVORCE

The above entitled cause, having been submitted to this Court for decision pursuant to Chapter 125 of the Nevada Revised Statutes, and based upon the Joint Petition by the Petitioners, KATHLEEN A. KAR and MEHMET SAIT KAR, and all of the papers and pleadings on file, the Court finds as follows:

1. That all of the allegations contained in the documents on file are true;
2. That all of the requirements of NRS 125.181 and NRS 125.182 have been met;
3. That this Court has the necessary UCCJA, UCCJEA and PKPA initial and continuing jurisdiction to enter orders regarding child custody and visitation on the following children of the relationship of the parties, and hereby exercises said jurisdiction:

DISPOSITIONS
☐ Converted from
Blackstone
☐ Involuntary
Dismissal
☐ Transferred
☐ Voluntary
Dismissal
☒ Decision w/out
Trial/Hearing
☐ Decision w/
Hearing
☐ Decision w/
Trial/Evidentiary
Hearing
☐ Guardianship
Guardianship
☐ Death
☐ Age of Majority
☐ Restoration of
Competency
☐ Order
Terminating
Guardianship/
Final Act.

ALEXANDER KAAAN KAR, born April 1, 2008.

4. That this Court has complete jurisdiction to enter this Decree and the orders regarding the distribution of assets and debts.
5. That resident Petitioner, KATHLEEN A. KAR has been, and is now, an actual bona fide resident of the State of Nevada and has actually been domiciled in the State of Nevada for more than six (6) weeks immediately prior to the commencement of this action, and intends to continue to make the State of Nevada her home for an indefinite period of time.
6. The Petitioners married on March 29, 2003 in Incirlik, Turkey, and ever since that date have been, and still are, Husband and Wife.
7. That during the course of marriage, the likes and dislikes, tastes, views, and mental dispositions of Petitioners have become so widely divergent and separated that the parties have become incompatible to such an extent that it is impossible for them to live together as husband and wife; that there is no possibility of reconciliation between them.
8. That there were no minor children born before or adopted during this relationship, and Wife is not now pregnant.
9. That the Petitioners have entered into an agreement settling all issues regarding the care, custody, visitation, health insurance, and child support of the child over which this Court has jurisdiction, said agreement being in the best interests of the child, and Petitioners have requested that their agreement as set forth in their Joint Petition, a copy of which is attached hereto as **Exhibit "A,"** be ratified, confirmed, and incorporated into their Decree as though fully set forth.
10. That the Petitioners have entered into an equitable agreement settling all issues regarding the division and distribution of assets and debts, said agreement being an equitable one, and

1 Petitioners have requested that the terms in their Joint Petition, a copy of which is attached
2 hereto as **Exhibit "A,"** be ratified, confirmed and incorporated into their Decree as though
3 fully set forth.

4 11. That the Petitioners have entered into an agreement settling the issue of spousal support and
5 request that their agreement as set forth in their Joint Petition, a copy of which is attached
6 hereto as **Exhibit "A,"** be ratified, confirmed and incorporated into their Decree as though
7 fully set forth.
8

9 12. That the Wife shall retain her married name, to wit: "KAR."

10 13. That the parties waive their rights to a written Notice of Entry of Decree of Divorce, to
11 appeal, to Findings of Fact and Conclusions of Law, and to move for a new trial.

12 **THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the bonds
13 of matrimony now existing between the Petitioners are dissolved and an absolute Decree of Divorce is
14 granted to the parties, and each of the parties is restored to the status of an unmarried person.
15

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the agreement, as it is
17 stated in the Petitioners' Joint Petition, regarding the care, custody, visitation, health insurance, and
18 child support of the child over which this Court has jurisdiction, is hereby ratified, confirmed, and
19 incorporated into this Decree as though fully set forth.
20

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the agreement, as it is
22 stated in the Petitioners' Joint Petition, regarding the division and distribution of assets and debts, is
23 hereby ratified, confirmed, and incorporated into this Decree as though fully set forth.
24

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the agreement, as it is
26 stated in the Petitioners' Joint Petition, regarding the issue of spousal support are hereby ratified,
27 confirmed, and incorporated into this Decree as though fully set forth.
28

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Wife shall retain her
2 married name, to wit: "KAR."

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS Chapter
4 125C.200, if custody has been established and the custodial parent intends to move his residence to a
5 place outside of this state and to take the child with him, the parent must, as soon as possible and
6 before the planned move, attempt to obtain the written consent of the noncustodial parent to move the
7 child from this state. If the noncustodial parent refuses to give that consent, the custodial parent shall,
8 before leaving this state with the child, petition the court for permission to move the child. The failure
9 of a parent to comply with the provisions of this section may be considered as a factor if the
10 noncustodial parent requests a change of custody.
11

12 **PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,**
13 **CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF**
14 **THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS**
15 **PROVIDED IN NRS 193.130. NRS 200.359 provides that every person**
16 **having a limited right of custody to a child or any parent having no right of**
17 **custody to a child who willfully detains, conceals or removes the child from a**
18 **parent, guardian or other person having lawful custody or a right of**
visitation of the child in violation of an order of this court, or removes the
child from the jurisdiction of the court without the consent of either the
court or all persons who have the right to custody or visitation is subject to
being punished for a category D felony as provided in NRS 193.130.

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that both parties are subject
20 to the terms imposed by the HAGUE CONVENTION of October 25, 1980, adopted by the 14th
21 Session of the Hague Conference on Private International Law, in accord with NRS 125.510(7), and
22 that the United States is the country, and Nevada is the state of habitual residence of the minor
23 children, in accordance with NRS 125.510(8).
24

25 ...

26 ...

27 ...

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to NRS
2 125.450(2) and NRS 31A, and good cause appearing therefore, no income from either party will be
3 withheld or assigned for the payment of child support based upon the parties written agreement as
4 evidenced by this Decree of Divorce.

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

10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this Court has subject
11 matter jurisdiction to determine custody in accordance with the Parental Kidnapping Prevention Act
12 (PKPA), 28 U.S.C. Section 1738A(c)(2)(A), and the Uniform Child Custody Jurisdiction Act
13 (UCCJA), Section 3(a)(1), NRS 125A.050. The Court finds that NEVADA is the "HOME STATE"
14 within the meaning of UCCJA Section 2(5) and PKPA 28 U.S.C. Section 1738A(b)(4), NRS
15 125a.050(1)(A)(1).

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties will execute
18 any deeds, certificates of title, bills of sale, quitclaims, or other evidence of transfer necessary to
19 effectuate the provisions in this Decree within thirty (30) days or ninety (90) days respectively after the
20 filing date of said Decree. Should either party fail to execute any of said documents to transfer interest
21 to the other, then it is agreed that this Decree shall constitute a full transfer of the interest of one to the
22 other, as herein provided, and it is further agreed that pursuant to NRCP 70, the Clerk of the Court,
23 **Steven D. Grierson**, shall be deemed to have hereby been appointed and empowered to sign, on behalf
24 of the non-signing party, any of the said documents of transfer that have not been executed by the other
25 party otherwise responsible for such.
26
27
28

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** the parties shall be ordered to
2 execute a Bill of Sale and Title to the vehicles being conveyed to each respective party herein, thereby
3 transferring said vehicles accordingly. In the event either party should fail to do so, the State of
4 Nevada Department of Motor Vehicles shall be ordered to transfer said titles to said vehicles
5 accordingly.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that in the event either party
7 files for bankruptcy, and the non-filing party has a successful claim brought against him/her, the
8 damaged party will be entitled to attorney's fees, costs, and expenses in an amount awarded by the
9 Court. The Court may order alimony in the amount of the damages, and will maintain jurisdiction over
10 obligations, terms, and conditions set forth herein pursuant to Siragusa v. Siragusa, 108 Nev. 987, 843
11 P.2d 807 (1992).
12

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** all transfers detailed herein
14 are done pursuant to Internal Revenue Code § 1041 (or successor statute) and constitute non-taxable
15 transfers between spouses pursuant to written agreement. Additionally, each party will not take any
16 position inconsistent with the terms and conditions of the Decree in any filing of income or taxes in the
17 future. Both parties acknowledge they should seek independent tax advice concerning the income tax
18 and estate tax implication and consequences with respect to the property and indebtedness distribution;
19 said Counsel has not provided tax advice concerning this Decree.
20
21

22 ...

23 ...

24 ...

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties have made a
2 full and complete settlement of their respective rights in their marital property. The parties in any
3 subsequent action shall seek no monetary award, or any other remedy or benefit that would be in
4 conflict with or in addition to what they have agreed upon in this instrument. The provisions in this
5 Decree shall be taken as the full and final property settlement agreement, and it is agreed that a copy of
6 the Decree shall be offered into evidence in any further proceedings between the parties, or in any suit
7 between the parties.
8

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties agree the
10 provisions in this Decree supersede all prior negotiations between the parties and contain all the terms
11 they have agreed upon.
12

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that in the event any property
14 has been omitted from this Decree that would have been community property or otherwise jointly-held
15 property under the law applicable as of the date hereof, the concealing or possessory party will transfer
16 or convey to the other party, at the other party's election: (a) the full market value of the other party's
17 interest on the date of this Decree, plus statutory interest through and including the date of transfer or
18 conveyance; (b) the full market value of the other party's interest at the time that party discovers that
19 he or she has an interest in such property, plus statutory interest through and including the date of
20 transfer or conveyance; or (c) an amount of the omitted property equal to the other party's interest
21 therein, if it is reasonably susceptible to division.
22

23 ...

24 ...

25 ...
26
27
28

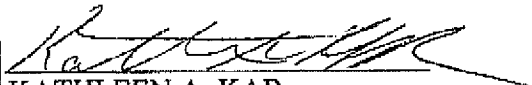
1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Petitioners shall submit
2 the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on a separate form to the
3 Court and the Welfare Division of the Department of Human Resources within ten days from the date
4 this Decree is filed. The Clerk shall maintain such information in a confidential manner and not part of
5 the public record. The Petitioners shall update the information filed with the Court and the Welfare
6 Division of the Department of Human Resources within ten days should any of that information
7 become inaccurate.
8

9 **THIS IS A FINAL DECREE.**

10 DATED and DONE this 11th day of March, 2011 at Las Vegas,
11 Clark County, Nevada.

12 
13 DISTRICT COURT JUDGE
14 MS

15
16 Respectfully Submitted:

17 
18 KATHLEEN A. KAR
19 9064 Watermelon Seed Avenue
20 Las Vegas, NV 89143
21 (618) 550-8600
22 Petitioner in Proper Person

Approved as to form and content:

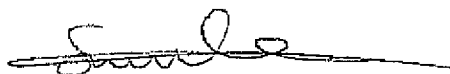
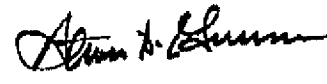
23 
24 MEHMET SAIT KAR
25 9064 Watermelon Seed Avenue
26 Las Vegas, NV 89143
27 (618) 550-8600
28 Petitioner in Proper

Exhibit “A”


CLERK OF THE COURT

DVJ

KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89142
(618) 550-8600

MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89142
(618) 550-8600
Petitioners, In Proper Person

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

In the Matter of the Marriage

Of

KATHLEEN A. KAR,

And

MEHMET SAIT KAR,

Joint Petitioners.


CASE NO: D-11-441849-Z
DEPT: P

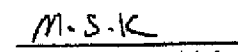
JOINT PETITION FOR SUMMARY DECREE OF DIVORCE

COMES NOW the Petitioners, KATHLEEN A. KAR, in Proper Person and MEHMET SAIT KAR, in Proper Person, hereby jointly petition this Court, pursuant to the terms of Chapter 125 of the Nevada Revised Statutes, to grant them a divorce, Petitioners respectfully show, and under oath, state to the Court that every condition of NRS 125.181 has been met and further state as follows:

I

The Petitioners married on March 29, 2003 in the Incirlik, Turkey, and ever since have been, and still are, Husband and Wife.


Wife's initials


Husband's initials

II

The Petitioner, KATHLEEN A. KAR is now, and has been for at least six weeks preceding the commencement of this action, has been, an actual resident of the State of Nevada and, during all this period of time has been actually, physically, present in and living in, the State of Nevada, and intends to continue to make the State of Nevada her home for an indefinite period of time.

The current addresses of the Petitioners are:

Wife's Name KATHLEEN A. KAR

Wife's mailing address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Wife's residence address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Husband's name MEHMET SAIT KAR

Husband's mailing address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

Husband's residence address 9064 Watermelon Seed Avenue, Las Vegas, NV 89143

III

That during the course of marriage, the likes and dislikes, tastes, views, and mental dispositions of Petitioners have become so widely divergent and separated that the parties have become incompatible to such an extent that it is impossible for them to live together as husband and wife; that there is no possibility of reconciliation between them.

IV

There is one (1) minor child of the parties' relationship, to wit: ALEXANDER KAAN KAR, born April 1, 2008. That both parties are fit and proper persons to have joint legal custody,

...

KAK
Wife's initials

M.S.K
Husband's initials

1 with the Mother having primary physical custody, care, and control of the minor child, subject to
2 the rights of specific visitation being awarded to the Father; that no minor children were adopted
3 during this relationship, and the Wife is not now pregnant. Nevada is the habitual residence of said
4 minor child.

5
6 V

7 The state of residence of the minor child is as follows:

8 <u>Name</u>	<u>State of residence</u>	<u>Length of time child has lived in that State</u>
9 Alexander Kaan Kar	Nevada	April 2008

10
11 VI

12 The Father shall have visitation with the minor child every other Friday from 5:00 p.m.
13 until Sunday at 5:00 p.m. The receiving party shall provide transportation. If the Father relocates
14 out of the country, he shall have liberal visitation with the minor child in the minor child's State of
15 residence upon the Father's return to the United States, upon mutual consent of both parties.

16
17 VII

18 The parties shall follow the holiday visitation schedule set forth below:

19 a. Father shall have the minor child on Martin Luther King Day, Memorial Day,
20 Labor Day and Nevada Admissions Day (Halloween) in even numbered years: Mother shall have
21 the minor child on Martin Luther King Day, Memorial Day, Labor Day and Nevada Admissions
22 Day (Halloween) in odd numbered years. All visitations are from 8:00 a.m. to 8:00 p.m.

23
24 ...

25 ...

26
27 16AK
Wife's initials

M.S.K
Husband's initials

1 b. Father shall have the minor child on President's Day, 4th of July, and Veteran's Day
2 in odd numbered years; Mother shall have the minor child n President's Day, 4th of July, and
3 Veteran's Day in even numbered years. All visitations are from 8:00 a.m. to 8:00 p.m.

4 c. The Thanksgiving holiday shall begin on the Wednesday evening before
5 Thanksgiving Day at 5:00 p.m. and continue through Sunday at 5:00 p.m. Father shall have the
6 minor child during the Thanksgiving holiday in odd numbered years; Mother shall have the minor
7 child during the Thanksgiving holiday in even numbered years.

8
9 d. Christmas shall be divided into two (2) equal periods. The first period shall begin
10 the day school lets out for Christmas break and shall continue to December 26th at 9:00 a.m. The
11 second period shall begin on December 26th at 9:00 a.m. and end on January 2nd at 4:00 p.m.
12 Mother shall have the minor child during the first period in odd numbered years; Father shall have
13 the minor child during the second half in odd numbered years. Father shall have the minor child
14 during the first period in even numbered years; Mother shall have the minor child during the
15 second half in even numbered years.

16
17 e. That the parties shall alternate the birthdays of the minor child. Father shall have
18 the minor child in even numbered years; Mother shall have the minor child in odd numbered years.
19 All visitations are from 8:00 a.m. to 8:00 p.m.

20
21 f. Mother shall have the minor child every year on Mother's Day and Mother's
22 birthday. All visitations are from 8:00 a.m. to 8:00 p.m.

23 g. Father shall have the minor child every year on Father's Day and Father's birthday
24 each year. All visitations are from 8:00 a.m. to 8:00 p.m.

25
26
27 *KMK*
28 Wife's initials

M.S.K.
Husband's initials

1 h. Each parent shall have two (2) weeks of uninterrupted summer visitation with the
2 minor child. The parent who desires to exercise said provision shall provide the other parent with
3 thirty (30) days advance written notice.

4 i. Each parent reserves the right to occasionally travel out of town on a specific
5 holiday. When exercised, the other parent gets the child the next year to make up for that holiday.
6 Both parties shall give a 14-day advance notification to let the other party know if he/she will be
7 taking the child(ren) out of the State of Nevada for any holiday trips.
8

9 j. Other visitation and vacation time as is mutually agreed upon by both parties.

10 k. Holiday visitation supercedes regular visitation, but does not interrupt.

11 **VIII**

12 That currently the Wife is stationed in Nevada, however, if she receives Permanent Change
13 of Station (PCS) orders, the minor child shall travel with her. At that time, the parties will
14 formulate a visitation schedule for the Husband.
15

16 **IX**

17 The parties' joint legal custody of the parties' minor child entails the following:

18 a. The parties shall consult and cooperate with each other in substantial questions
19 relating to religious upbringing, educational programs, significant changes in social environment,
20 and health care of the child.
21

22 b. The parties shall have access to medical and school records pertaining to their child,
23 and be permitted to independently consult with all professionals involved with them.

24 c. Both parties shall have input into the selection of schools, health care providers, day
25 care providers, and counselors. In the event, the parties cannot agree to the selection of a school,
26

27 Wife's initials

28 M.S.K.
Husband's initials

1 the child shall be maintained in the present school, pending mediation and/or further order of the
2 Court.

3 d. Each of the parties shall be empowered to obtain emergency health care for the child
4 without the consent of the other party. Each party is to notify the other party as soon as reasonably
5 possible of any illness requiring medical attention, or any emergency involving the child.

6 e. Each party is to provide the other party, upon receipt, information concerning the
7 well-being of the child, including, but not limited to, copies of report cards; school meeting notices;
8 vacation schedules; class programs; requests for conferences; result of standardized or diagnostic
9 tests; notices of activities involving the child; samples of school work; order forms for school
10 pictures; all communications from health care providers; the names, addresses and telephone
11 numbers of all schools, health care providers, regular day care providers and counselors.

12 f. Each party is to advise the other party of school, athletic, and social events in which
13 the child participates, such as open house, attendance at an athletic event, etc.

14 g. Each party shall have reasonable telephone access to the child while they are in the
15 other party's care. Each party is restrained from unreasonably interfering with the child's right to
16 privacy during such telephone conversations.

17 h. Each party is to provide the other parent with the address and telephone number, at
18 which the minor child reside, and to notify the other parent prior to any change of address and
19 provide the telephone number as soon as it is assigned.

20 i. The parents agree to communicate directly regarding the needs and well-being of
21 their child and agree not to use the child as a communicator regarding parental issues.

22 ...

23 KAR
24 Wife's initials
25

26 M. S. K.
27 Husband's initials
28

1 j. Both parents agree to use self-control and not verbally or physically abuse each
2 other in front of the child.

3 k. Each natural parent will be the only one to administer physical discipline to the
4 child, if necessary.

5 l. Both parents agree not to use illegal drugs or abuse alcohol, and in particular,
6 twenty-four hours, prior to and, during the time the child is in their respective care.
7

8 m. Both parents agree to utilize counseling for the child, when needed, and to be
9 involved in the counseling themselves if requested by the child's therapist.

10 X

11 The Father shall pay child support to the Mother in the sum certain amount of \$100.00 per
12 month for child support, due to his current unemployment. However, once the Father is gainfully
13 employed, he shall pay 18% of his gross monthly income, as and for the support and maintenance
14 of said minor child, until he attains the age of majority, graduates from high school, or when he
15 reaches 18 years of age if no longer enrolled in high school, otherwise, when he reaches 19 years of
16 age, pursuant to NRS 125.510, marries, dies, or becomes otherwise emancipated. Said child
17 support is due on the 1st day of each month, effective the month of the Decree filing. Father is the
18 non-custodial parent, and the support obligation agreed upon is in compliance with NRS 125B.070.
19 A Wage assignment for the child support will not be immediately put in place.
20

21 XI

22 No formal child support obligation has ever been previously established and this will be the
23 first Court Order relating to child support.
24

25
26
27 KAK
Wife's initials

M.S.K
Husband's initials

XII

The Wife shall maintain medical, dental and vision insurance coverage on the minor child, with the parties equally sharing any and all excess coverage incurred thereby, and any and all reasonable health expenses, as well as any and all miscellaneous health related expenses incurred on behalf of said minor child not covered by insurance.

ADDITIONAL MEDICAL AND HEALTH CARE EXPENSE SHARING PROVISIONS:


1. DOCUMENTATION OF OUT-OF-POCKET EXPENSES REQUIRED: A parent who incurs an out-of-pocket expense for medical care is required to document that expense and proof of payment of that expense. A receipt from the health care provider is sufficient to prove the expense so long as it has the name of the child on it and shows an actual payment by the parent.

2. PROOF OF PAYMENT REQUIRED: A parent who has paid a health expense for a minor child of the parties must provide a copy of the proof of payment to the other parent and the insurance company within thirty (30) days of the payment being made and in no event later than the expense could have been submitted to insurance for reimbursement. The failure of a parent to comply with this provision in a timely manner which causes the claim for insurance reimbursement to be denied by the insurance company as untimely will result in that parent being required to pay the entire amount which would have been paid by the insurance company as well as one-half of the expense which would not have been paid by insurance if the claim had been timely filed.

3. MITIGATION OF HEALTH EXPENSES REQUIRED, USE OF COVERED INSURANCE PROVIDERS: Parents have a duty to mitigate medical expenses for a minor child. Absent compelling circumstances, a parent should take a minor child to a health care provider covered by the insurance in effect and use preferred providers if available in order to minimize the cost of health care as much as possible. The burden is on the parent using a non-covered health care provider to demonstrate that the choice not to use a covered provider or the lowest cost option was reasonably necessary in the particular circumstances of that case. If the court finds the choice of a non-covered or more expensive covered provider was not reasonably necessary, then the court may impose a greater portion of financial responsibility for the cost of that health care to the parent who incurred that expense up to the full amount, which would have been provided by the lowest cost insurance choice.

4. SHARING OF INSURANCE INFORMATION REQUIRED: The parent providing insurance coverage for a child of the parties has a continuing obligation to provide insurance information including, but not limited to, copies of policies and changes thereto as they are received, claim forms, preferred provider lists initially, and as they change from time to time, and


Wife's initials


Husband's initials

1 identification cards. The failure of the insuring parent to timely supply any of the above items to
2 the other parent which results in the claim for treatment being denied by the insurance company in
3 whole or in part will result in the amount which would have been paid by the insurance policy
4 being paid by the insuring parent.

5 5. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES: A parent who receives a
6 written request for contribution for an out-of-pocket health care expense incurred by the other
7 parent must pay his or her share of the out-of-pocket expense to the paying parent within thirty (30)
8 days of receipt of the written request for contribution. The court encourages as much informal
9 written documentation as possible such as a handwritten note with copies of the bills and proof of
10 payment attached. The requesting parent should make a copy of all papers submitted to the other
11 parent in order to prove communication of this information to the other parent and substantiation
12 for the request. The parent receiving the request for contribution must raise any questions about the
13 correctness of the request for contribution within the thirty (30) day period after the request for
14 contribution is received. Any objection to the request for contribution must be made in writing with
15 a copy made for later reference by the court. If the parent receiving a request for contribution does
16 not respond to the request within the thirty (30) day period that parent may be assessed attorney's
17 fees if a contempt proceeding or court action is required as a result of the parent doing nothing. If
18 the parent who owes contribution for a health care expense of a minor child of the parties does not
19 pay the amount due within the thirty (30) day period and fails to respond to the request within the
20 thirty (30) days and if that parent is the recipient of periodic payments for child support or spousal
21 support, the requesting parent is authorized to deduct the amount due from the other parent from
22 any periodic payments due and payable thirty (30) days after the request for contribution was made
23 in writing subject to the limitation that the maximum recovery by deduction from monthly periodic
24 payments will be no more than \$50.00 per month.

25 6. SHARING INSURANCE REIMBURSEMENT: If either parent receives a payment from
26 an insurance company or medical provider which reimburses payments made out-of-pocket
27 previously by both parents or the other parent only, the party receiving the payment must give the
28 other parent's share of the payment to the other parent within seven (7) days of receipt of the
payments.

7. TIMELY SUBMISSION OF CLAIMS TO INSURANCE COMPANY: If either party
may submit a claim for payment to the insurance company directly, that party must do so in a
timely manner. If the claim must be submitted by only one party that party must submit the claim
in a timely manner. Failure of a party to comply with this requirement will result in that party being
required to pay the entire amount of the claim which would have been paid by insurance if timely
submitted and one-half of that amount which would have been paid by insurance.

...

...

27 KARL
28 Wife's initials

M-S-K
Husband's initials

1 8. EFFECT OF NOT OBTAINING OR MAINTAINING REQUIRED HEALTH
2 INSURANCE COVERAGE: If a party is required to provide health insurance for a child of the
3 parties and that party fails to obtain or maintain such coverage or if that party loses the ability to
4 continue coverage for the child, the court will require that party to pay all of the medical expenses
5 which would have been paid by insurance as well as one-half of what would not have been covered
6 by insurance if it had been in effect.

7 XIII

8 That the parties shall equally share any and all daycare costs on behalf of the minor child.

9 XIV

10 That there is community property of the Parties.

11 That the Wife shall receive the following as her sole and separate property:

- 12 1. All household furniture and furnishings in Wife's possession at the time of the
13 Decree herein.
- 14 2. All personal property including jewelry, clothing and miscellaneous effects in
15 Wife's possession at the time of the Decree herein.
- 16 3. Any and all bank accounts and other intangibles now in Wife's sole name, and any
17 account not otherwise specifically mentioned herein, including, but not limited, to
18 the checking account ending in *6794 and savings account ending in *4115 with
19 Fort Sill National Bank.
- 20 4. One-half of the parties' joint bank accounts, with the exception of the account
21 ending in *6597.
- 22 5. One-half of the bank account ending in *6597 after the payment of household
23 expenses and credit cards.
24

25 ...
26
27 LMR
28 Wife's initials

M-S.K
Husband's initials

6. The minor child's bank account ending in *6597 with Fort Sill National Bank.
7. 2008 Hyundai Veracruz, VIN KM8NU73C98U034110, said vehicle is paid in full.
8. Any and all community property as agreed upon between the parties, including, but not limited to the Master Bedroom Furniture, Samsung Television, Sony Surround Sound, Sony Play Station, LG Computer, Couch, and One (1) Recliner.
9. DWS Investments Mutual Fund as it was the Wife's sole and separate property prior to the parties' marriage.
10. Any pension, Military retirement, profit sharing, IRAs, and/or any other employee benefits Wife may be entitled to through past, current, and future employment and/or business ventures.

Husband shall receive the following as his sole and separate property:

1. All household furniture and furnishings in Husband's possession at the time of the Decree herein.
2. All personal property including jewelry, clothing and miscellaneous effects in Husband's possession at the time of the Decree herein.
3. Any and all bank accounts and other intangibles now in Husband's sole name, and any account not otherwise specifically mentioned herein, including, but not limited to the account ending *7878 with Regions.
4. One-half of the parties' joint bank accounts, with the exception of the account ending in *6597.

...

KAC
Wife's initials

M-S-K
Husband's initials

- 1 5. One-half of the bank account ending in *6597 after the payment of household
2 expenses and credit cards.
- 3 6. 2001 Mitsubishi Galant, VIN 4A3AA46G61E118424, said vehicle is paid in full.
- 4 7. Any and all community property agreed upon between the parties, including, but not
5 limited to the Spare Bedroom Furniture, Philips Television, Samsung VCR, GM
6 Computer, and two (2) recliners.
- 7 8. Any pension, retirement, profit sharing, IRAs, and/or any other employee benefits
8 Husband may be entitled to through future employment and/or business ventures.

10 XV

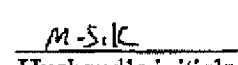
11 That there is community debt of the parties. That the Wife shall pay, assume, and hold the
12 Husband harmless therefrom:

- 13 1. Any and all debts and obligations now in Wife's sole name, or incurred by Wife and
14 unknown to Husband, and not otherwise specifically mentioned herein.
- 15 2. Bank of America Visa credit card ending in *5694, with an approximate balance of
16 \$768.00.
- 17 3. Any and all debt incurred in Wife's name since the parties' separation of February
18 4, 2011.

19 Husband shall pay, assume and hold the Wife harmless from, the following debts:

- 20 1. Any and all debts and obligations now in Husband's sole name, or incurred by
21 Husband and unknown to Wife, and not otherwise specifically mentioned herein.
- 22 2. Any and all debt incurred in Husband's name since the parties' separation of
23 February 4, 2011.

24 
25 Wife's initials

26 
27 Husband's initials

XVI

Each party shall pay, assume and hold the other party harmless therefrom for any and all debts in his/her name, and any and all debts that are unknown to the other party since the date of separation of February 4, 2011.

XVII

Both parties expressly, knowingly, and unconditionally waive his or her right to spousal support and/or the other party's pensions now or in the future. Both parties understand that this waiver is permanent and that they may not petition the court for such relief.

XVIII

Wife shall retain her married name, to wit: "KAR."


XIX

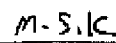
Petitioners hereby request that this Court enter a Decree of Divorce, incorporating into that Decree the provisions made herein.

XX

Beginning with the 2011 tax year and every year thereafter, the Wife shall have the right to the dependency exemption or deduction for income tax purposes attributable to the support of the minor child, under Section 151 of the Internal Revenue Code, as amended, or the corresponding provisions of any successor statute. Both parties shall execute all necessary waivers and other documents necessary to accomplish the purposes of this paragraph, including but not limited to, U.S. Treasury Form 8332.

...


Wife's initials


Husband's initials

XXI

Neither party shall charge or cause or permit to be charged, to or against the other, any purchase which either of them may hereafter make, and shall not hereafter create any engagement or obligations in the name of or against the other, and shall never hereafter secure or attempt to secure any credit upon or in connection with the other. In the event either party utilizes the name of the other, said party shall be responsible for any and all debt incurred and any and all legal fees and costs associated with litigating to resolve the unauthorized use of a party's name hereto.

XXII

It is understood by the Petitioners that entry of Decree of Divorce constitutes a final adjudication of the rights and obligations of the parties with respect to the status of the marriage.

Petitioners each expressly give up their respective rights to receive written Notice of Entry of any Decree and Judgment of Divorce and Petitioners give up their right to request a formal Findings of Fact and Conclusions of Law, or to appeal any Judgment or Order of this Court made and entered in these proceedings or the right to move for a new trial.

XXIII

It is further understood by the Petitioners that a final Decree of Divorce entered by this summary procedure does not prejudice or prevent the rights of either Petitioner to bring an action to set aside the final decree for fraud, duress, accident, mistake, or the grounds recognized at law or in equity.

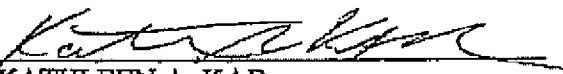
WHEREFORE, Petitioners pray as follows:

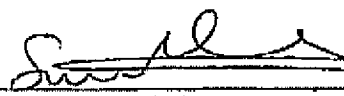
1. That the parties be granted a decree of divorce and that each of the Petitioners be restored to the status of unmarried persons.

2. That the terms agree upon in this Joint Petition be included in the Decree.

Dated this 10 day of February, 2011.

Dated this 10 day of February, 2011.


KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioner in Proper Person


MEHMET SAIT KAR
9064 Watermelon Seed Avenue
Las Vegas, NV 89143
(618) 550-8600
Petitioner in Proper Person

WIFE'S VERIFICATION


STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

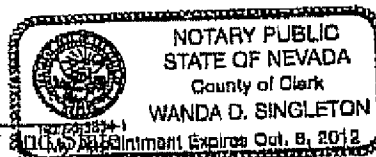
I, KATHLEEN A. KAR, being first duly sworn under oath, deposes and says:

That she is the Wife in the above-entitled action; that she has read the foregoing Joint Petition for Summary Decree of Divorce and knows the contents thereof, and that the same is true of her own knowledge, except as to those matters stated on information and belief and as to those matters she believes them to be true.


KATHLEEN A. KAR

SUBSCRIBED and SWORN before me
this 10 day of February, 2011.


NOTARY PUBLIC In and for said County



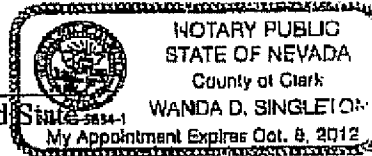
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 10 day of February, 2011, personally appeared before me, a Notary Public in and for said County and State, KATHLEEN A. KAR, known to me to be the person described

1 herein and who executed the foregoing Joint Petition for Summary Decree of Divorce in Proper
2 Person, who acknowledged to me that the same was executed freely and voluntarily and for the
3 uses and purposes therein mentioned.

4 Wanda Singleton
5 NOTARY PUBLIC in and for said County and State
6



7 HUSBAND'S VERIFICATION

8 STATE OF NEVADA)
9) ss:
COUNTY OF CLARK)

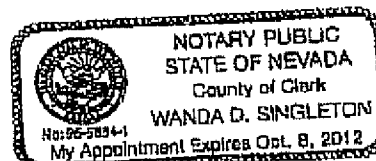
10 I, MEHMET SAIT KAR, being first duly sworn under oath, deposes and says:

11 That he is the Husband in the above-entitled action; that he has read the foregoing Joint
12 Petition for Summary Decree of Divorce and knows the contents thereof, and that the same is true
13 of his own knowledge, except as to those matters stated on information and belief and as to those
14 matters he believes them to be true.
15

16 Meimet Sait Kar
17 MEHMET SAIT KAR

18 SUBSCRIBED and SWORN before me
19 this 10 day of February, 2011.

20 Wanda Singleton
21 NOTARY PUBLIC in and for said County and State



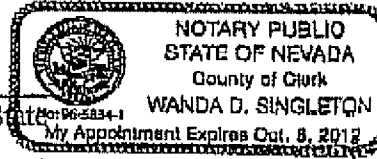
22 ACKNOWLEDGEMENT

23 STATE OF NEVADA)
24) ss:
25 COUNTY OF CLARK)

26 On this 10 day of February, 2011, personally appeared before me, a Notary Public
27 in and for said County and State, MEHMET SAIT KAR, known to me to be the person described
28

1 herein and who executed the foregoing Joint Petition for Summary Decree of Divorce in Proper
2 Person, who acknowledged to me that the same was executed freely and voluntarily and for the
3 uses and purposes therein mentioned.

4 Wanda D. Singleton
5 NOTARY PUBLIC in and for said County and State



1 **CRTM**
2 KATHLEEN A. KAR
3 9064 Watermelon Seed Avenue
4 Las Vegas, Nevada 89143
5 (618) 550-8600
6 Plaintiff, Pro Per


CLERK OF THE COURT

7 DISTRICT COURT, FAMILY DIVISION
8 CLARK COUNTY, NEVADA

9 KATHLEEN A. KAR,
10 Plaintiff,
11 vs.
12 MEHMET SAIT KAR,
13 Defendant.

CASE NO: D-11-441849-Z
DEPT: P

HEARING DATE: 6/11/13
HEARING TIME: 11:00 a.m.

14 CERTIFICATE OF MAILING

15 I HEREBY CERTIFY that on the 15 day of May, 2013, a true and correct
16 copy of Plaintiff's MOTION FOR SOLE PHYSICAL and SOLE LEGAL CUSTODY, FOR
17 SPECIFIC VISITATION FOR DEFENDANT, FOR CHILD SUPPORT ARREARS, TO REDUCE
18 ARREARS TO JUDGMENT, FOR WAGE GARNISHMENT, FOR COSTS, AND OTHER
19 RELATED RELIEF, FINANCIAL DISCLOSURE FORM, SCHEDULE OF ARREARAGES was
20 served by placing a true and correct copy of the same in a sealed envelope, via first class mail, with
21 sufficient postage prepaid thereon to ensure delivery and placed in the U.S. mail at Las Vegas, Nevada,
22 addressed to:

23 Mehmet Sait Kar
24 c/o Nichole-Emrah Kiline
25 PSC 94 Box 2389
26 APO AE 09824

Mehmet Sait Kar
Kemalpasa Mah. 4464 Sok. No: 38
Incirlik/Saricam Adana Turkey

27 
28 KATHLEEN A. KAR
9064 Watermelon Seed Avenue
Las Vegas, Nevada 89143
(618) 550-8600
Plaintiff, Pro Per

MEHHMET SALT KAR
Kemalpasa mah.4464 st.no:38 Adana/TURKEY
saltkar@hotmail.com

FILED

JUN 20 12 10 PM '13

Ann L. Johnson
CLERK OF THE COURT

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

CASE NO: D-11-441849-Z
DEPT: P

DEFENDANT RESPOND TO PLAINTIFF

We been divorced since 2011 April 15. The reason of divorce was my x wife's compelling me to converting my Muslim religion to a roman Catholic and raising our child as a roman catholic which I could not accept.

After we got divorced in April 2011 I moved to Turkey. I try to use every chance to see and communicate with my son which is only via Skype, because my son is not old enough and he needs his mother assistance to use Skype that's the reason I follow my x wife schedule - only Saturdays 09am to 11am. Most of the time it worked, but sometimes I had difficulties because she was appear online and she did not respond my calls.

I start working as a temporary for one year contract in April 2013, making 900\$ per month (after deductions 600\$) I informed Kathleen KAR via Skype on mid April 2013 that she can get child support money straight from my pay checks, but she didn't respond to my action.

I have received this notice of motion on may-27-2013 at the moment I have no possibility to participate to court in NEVEDA on Jun-11-2013 the reason is my work duties and had financial condition.

I am not making enough money to visit my son in the US on regular bases. If I do I would love to visit my son every month. I have brought my son to Turkey when he was 1 years old and two years old. All my family got use to him and his company, now it's been two years my family expecting Kathleen KAR to bring Alexander Kaan KAR to Turkey. Me and my family love and miss my son, but there is nothing I can do, I believe Law and Justice.

Mehmet
Salt KAR

Digitally signed by Mehmet
Salt KAR
DN: cn=Mehmet Salt KAR, o,
ou,
email=saltkar@hotmail.com,
c=TR
Date: 2013.05.27 22:45:53
+03'00'

[Handwritten signature]

RECEIVED

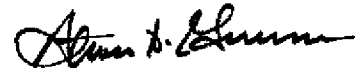
JUN -7 2013

CLERK OF THE COURT

RECEIVED

JUN -7 2013

CLERK OF THE COURT



CLERK OF THE COURT

ORDR

Jason P. Stoffel, Esq.
State Bar of Nevada No. 8898
ROBERTS STOFFEL FAMILY LAW GROUP
2011 Pinto Lane, Suite 100
Las Vegas, Nevada 89106
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: attorneys@lvfamilylaw.com
Attorney for Plaintiff, Kathleen Kar

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

KATHLEEN A. KAR,

Plaintiff,

v.

MEHMET KAR,

Defendant.

) Case No: D441849

) Dept No: P

ORDER AFTER HEARING

) Hearing Date: June 11, 2013

) Hearing Time: 11:00 a.m.

This matter having come before the Court on the 11th day of June, 2013, on Plaintiff's Motion for Sole Physical and Legal Custody, for Specific Visitation for Defendant, for Child Support Arrears, to Reduce Outstanding Arrears to Judgment, for Wage Garnishment, for Costs, and Other Related Relief, and the Defendant, Not Present, and the Plaintiff, Kathleen Kar, present, and represented by and through her attorney of record, Jason P. Stoffel, Esq., of Roberts Stoffel Family Law Group, and the Court having heard the testimony of Parties hereto:

IT IS HEREBY NOTED Defendant lives in Turkey and the Plaintiff received an email on June 8, 2013, from Defendant stating he received the Motion and did not intend to participate.

THE COURT FINDS that service of the motion was proper based on email service, Defendant's response via email, and mailing it to two (2) known Turkish addresses.

1 THE COURT FURTHER NOTED upon inquiry of the Court, Attorney Stoffel stated that
2 the Plaintiff, Kathleen Kar, has not received any child support and the Defendant has very little
3 involvement in the child's life.

4 THE COURT HEREBY ORDERS that the Plaintiff's Motion is granted as unopposed.

5 THE COURT FURTHER ORDERED Plaintiff shall be awarded sole physical and sole
6 legal custody of the minor child, Alexander Kar, born April 1, 2008. This shall be deemed a *final*
7 *custodial order*.

8
9 THE COURT FURTHER ORDERED Defendant's visitation with the child shall be at the
10 sole discretion of the Plaintiff.

11 THE COURT FURTHER ORDERED child support arrears are set in the amount of
12 \$2,800.00 through June, 2013, and shall be reduced to judgment and collectable by any and all
13 legal means plus post judgment interest.

14 THE COURT FURTHER ORDERED that the Defendant's child support obligation to the
15 Plaintiff shall be reset based on the fact that at the time of the Decree, the Defendant was
16 unemployed but now is employed at the Turkish Consulate upon information and belief. The
17 Defendant did not file a Financial Disclosure Form so the Court will use the *Nevada Average*
18 *Wage* to determine how child support should be calculated. *Nevada Average Wage* is currently at
19 \$3,494 based on 2013 data from the Nevada Department of Employment, Training and
20 Rehabilitation. As such, $\$3,494 \times 18\% = \$628/\text{month}$. Therefore, commencing July 1, 2013, the
21 Defendant's new child support obligation to the Plaintiff shall be \$628/month.

22
23 THE COURT FURTHER ORDERED child support is to be collected by wage assignment
24 through the Defendant's current employer.

25 THE COURT FURTHER ORDERED Attorney Stoffel shall prepare today's order and the
26 case shall be closed upon filing of said order.
27
28

- 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

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY "D" FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category "D" felony as provided in NRS 193.130.

13
14
15
16
17

13

19
20

21
22
23

25
26
27
28

1 court and may be used only to pay for the cost of locating the child and returning him to his
2 habitual residence if the child is wrongfully removed from or concealed outside the country of
3 habitual residence. The fact that a parent has significant commitments in a foreign country does
4 not create a presumption that the parent poses an imminent risk of wrongfully removing or
5 concealing the child.

6 The Parties are also put on notice of the following provision of *NRS 125C.200*:
7
8 If custody has been established and the custodial parent or a parent having joint custody intends
9 to move his residence to a place outside of this state and to take the child with him, he must, as
10 soon as possible and before the planned move, attempt to obtain the written consent of the other
11 parent to move the child from the state. If the non-custodial parent or other parent having joint
12 custody refuses to give that consent, the parent planning the move shall, before he leaves the state
13 with the child, petition the court for permission to move the child. The failure of a parent to
14 comply with the provisions of this section may be considered as a factor if a change of custody is
15 requested by the noncustodial parent or other parent having joint custody.

16 The Parties are further put on notice that they are subject to the provisions of *NRS 31A*
17 and 125.450 regarding the collection of delinquent child support payments.

18
19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///


26 ///

27 ///

28

1 The Parties are further put on notice that either Party may request a review of child
2 support pursuant to NRS 125B.145.

3 IT IS SO ORDERED this 11th day of July, 2013.

4
5
6 
District Court Judge

7 Respectfully Submitted,

8 **ROBERTS STOFFEL FAMILY LAW GROUP**

9 By:  6-21-13

10 Jason P. Stoffel, Esq.
11 State Bar of Nevada No. 8898
2011 Pinto Lane Ste. 100
Las Vegas, Nevada 89106
12 Phone: (702) 474-7007
13 Fax: (702) 474-4-7477
Email: attorneys@tvmfamilylaw.com
Attorneys for Plaintiff

118

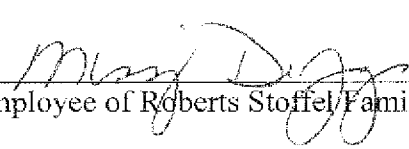
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Roberts Stoffel Family Law Group, and on the 15th day of July, 2013, I placed a true and correct copy of the Notice of Entry of Order (with Order attached), in the United States Mail at Las Vegas, Nevada, with postage prepaid, and addressed as follows:

Kathleen Kar
9064 Watermelon Seed Ave.
Las Vegas, Nevada 89143

Mehmet Sait Kar
c/o Nichole-Emarah Kiline
PSC 94 Box 2389
APO AE 09824

Mehmet Sait Kar
Kemalpasa Mah, 4464 Sok. No: 38
Incirlik/Saricam Adana Turkey

By: 
An Employee of Roberts Stoffel Family Law Group

ORDER
Jason P. Stoffel, Esq.
State Bar of Nevada No. 8898
ROBERTS STOFFEL FAMILY LAW GROUP
2011 Pinto Lane, Suite 100
Las Vegas, Nevada 89106
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: attorneys@lvfamilylaw.com
Attorney for Plaintiff, Kathleen Kar

CLARK COUNTY, NEVADA

Hearing Date: June 11, 2013
Hearing Time: 11:00 a.m.

THE COURT FINDS that service of the motion was proper based on email service, Defendant's response via email, and mailing it to two (2) known Turkish addresses.

1 THE COURT FURTHER NOTED upon inquiry of the Court, Attorney Stoffel stated that
2 the Plaintiff, Kathleen Kar, has not received any child support and the Defendant has very little
3 involvement in the child's life.

4 THE COURT HEREBY ORDERS that the Plaintiff's Motion is granted as unopposed.

5 THE COURT FURTHER ORDERED Plaintiff shall be awarded sole physical and sole
6 legal custody of the minor child, Alexander Kar, born April 1, 2008. This shall be deemed a *final*
7 *custodial order*.

8 THE COURT FURTHER ORDERED Defendant's visitation with the child shall be at the
9 sole discretion of the Plaintiff.

10 THE COURT FURTHER ORDERED child support arrears are set in the amount of
11 \$2,800.00 through June, 2013, and shall be reduced to judgment and collectable by any and all
12 legal means plus post judgment interest.

13 THE COURT FURTHER ORDERED that the Defendant's child support obligation to the
14 Plaintiff shall be reset based on the fact that at the time of the Decree, the Defendant was
15 unemployed but now is employed at the Turkish Consulate upon information and belief. The
16 Defendant did not file a Financial Disclosure Form so the Court will use the *Nevada Average*
17 *Wage* to determine how child support should be calculated. *Nevada Average Wage* is currently at
18 \$3,494 based on 2013 data from the Nevada Department of Employment, Training and
19 Rehabilitation. As such, $\$3,494 \times 18\% = \$628/\text{month}$. Therefore, commencing July 1, 2013, the
20 Defendant's new child support obligation to the Plaintiff shall be \$628/month.

21 THE COURT FURTHER ORDERED child support is to be collected by wage assignment
22 through the Defendant's current employer.

23 THE COURT FURTHER ORDERED Attorney Stoffel shall prepare today's order and the
24 case shall be closed upon filing of said order.

- 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

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY "D" FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category "D" felony as provided in NRS 193.130.

The Parties are also put on notice of the following provisions in *NRS 125.510(8)*:

(a) The Parties may agree, and the court shall include in the order for custody of the child, that the United States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in subsection 7.

(b) Upon motion of one of the Parties, the court may order the parent to post a bond if the court determines that the parent poses an imminent risk of wrongfully removing or concealing the child outside of the country of habitual residence. The bond must in an amount determined by the

1 court and may be used only to pay for the cost of locating the child and returning him to his
2 habitual residence if the child is wrongfully removed from or concealed outside the country of
3 habitual residence. The fact that a parent has significant commitments in a foreign country does
4 not create a presumption that the parent poses an imminent risk of wrongfully removing or
5 concealing the child.
6

7 The Parties are also put on notice of the following provision of *NRS 125C.200*:

8 If custody has been established and the custodial parent or a parent having joint custody intends
9 to move his residence to a place outside of this state and to take the child with him, he must, as
10 soon as possible and before the planned move, attempt to obtain the written consent of the other
11 parent to move the child from the state. If the non-custodial parent or other parent having joint
12 custody refuses to give that consent, the parent planning the move shall, before he leaves the state
13 with the child, petition the court for permission to move the child. The failure of a parent to
14 comply with the provisions of this section may be considered as a factor if a change of custody is
15 requested by the noncustodial parent or other parent having joint custody.
16

17 The Parties are further put on notice that they are subject to the provisions of *NRS 31A*
18 and 125.450 regarding the collection of delinquent child support payments.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

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

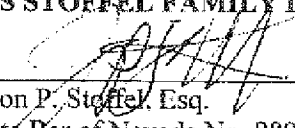
The Parties are further put on notice that either Party may request a review of child support pursuant to *NRS* 125B.145.

IT IS SO ORDERED this 11th day of July, 2013.

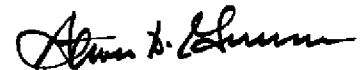

District Court Judge

Respectfully Submitted,

ROBERTS STOFFEL FAMILY LAW GROUP

By:  6-21-13
Jason P. Stoffel, Esq.
State Bar of Nevada No. 8898
2011 Pinto Lane Ste. 100
Las Vegas, Nevada 89106
Phone: (702) 474-7007
Fax: (702) 474-4-7477
Email: attorneys@lvfamilylaw.com
Attorneys for Plaintiff

1 NSCC



CLERK OF THE COURT

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6
7 In the Matter of the Joint Petition for Divorce
8 of:
9 Kathleen A Kar and Mehmet Sait Kar,
Petitioners.

CASE NO.: D-11-441849-Z
Department P

10 DOMESTIC NOTICE TO STATISTICALLY CLOSE CASE

11 Upon review of this matter and good cause appearing, the Clerk of the Court is hereby
12 directed to statistically close this case for the following reason:

13 Non-Trial Dispositions:

- 14 ☐ Other Manner Of Disposition
15 ☐ Dismissed – Want of Prosecution
16 ☐ Involuntary (Statutory) Dismissal
17 ☐ Default Judgment
18 ☐ Transferred

19 Settled/withdrawn:

- 20 ☒ Without Judicial Conf/Hrg
21 ☐ With Judicial Conf/Hrg
22 ☐ By ADR

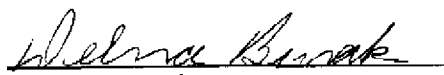
23 Trial Dispositions:

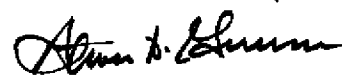
- 24 ☐ Disposed After Trial Start
25 ☐ Judgment Reached by Trial

26 ☐ See Order filed

27 DATED this 13th day of December, 2013.

28 HONORABLE Sandra Pomrenze

By: 
Debra Burak
Judicial Executive Assistant



CLERK OF THE COURT

ET SAIT KAR
isa Mahallesi

4464 sol. no: 30
Incirlik/Saricam
Adana/Turkey
+90-533-964-9642
saitkar@hotmail.com
Petitioner in Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

KATHLEEN KAR,

Petitioner,

vs.

MEHMET KAR,

Petitioner,

Case No. D441849
Dept No. P

**VIA TELEPHONIC APPEARANCE
FROM TURKEY**

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

**MOTION TO HOLD MOTHER IN CONTEMPT FOR TERMINATION CONTACT
WITH CHILD; TO SET ASIDE OR IN THE ALTERNATIVE, MODIFY
VISITATION; MODIFICATION OF CHILD SUPPORT IMPUTED WITHOUT
ANY EVIDENCE OF ACTUAL INCOME; COMPENSATORY VISITATION;
SANCTIONS; AWARD OF FEES AND COSTS; AND RELATED RELIEF**

COMES NOW Petitioner MEHMET KAR, hereinafter "MEHMET", in Proper Person, and respectfully moves this Court for the following relief:

1. That the court acknowledge KATHLEEN KAR, hereinafter "KATHLEEN" or "Mother", has relocated from Nevada to England with the military.

2. That the court acknowledge due to financial hardship after divorce, MEHMET returned to his native Turkey, as detailed herein.

3. That KATHLEEN be held in contempt of court for denying and TERMINATING all

1 contact between MEHMET and the minor child, as evidenced by the email provided herein as
2 Exhibit "A".

3 4. That MEHMET be awarded compensatory visitation for all the skype and in person
4 visitation he has missed since the mail; and weekly skype visitation together with telephonic visits.

5 5. That KATHLEEN be SANCTIONED in the sum of \$500 for each weekly missed skype
6 and/or telephonic visitation as detailed herein.

7 6. That the court set aside, or in the alternative, modify the custody to resume JOINT
8 LEGAL CUSTODY; and modify the present schedule for visitation, to specify and include skype
9 visitation once a week; and summer visitation in the child's home town, of up to two weeks annually.

10 7. That the court acknowledge MEHMET's monthly income is approximately \$800 per
11 month, as evidenced by his attached paystubs[Exhibit "B"]; and therefore child support should be
12 modified to reflect his actual income, rather than imputed income.

13 8. That MEHMET be credited for child support payments made to KATHLEEN, as set forth
14 herein.

15 9. That if KATHLEEN does not settle and resolve issues set forth herein, in compliance with
16 E.D.C.R. 5.11, that MEHMET be awarded fees and costs of \$350, and attorney fees if he is able to
17 retain counsel.

18 This Motion is based upon all the records and files in this action, Points and Authorities,
19 Affidavit of Defendant, and any argument adduced at the time of hearing of this Motion.

20 Dated this 18 day of April, 2014.

21
22 
23 MEHMET KAR
24 Defendant in Proper Person
25
26
27
28

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

YOU AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring this MOTION on for hearing before the Family Court Dept. P on the 22nd day of May, 2014, at 10:00 o'clock a.m./~~p.m.~~ of said day.

MEHMET KAR
Defendant in Proper Person

The parties in this matter were divorced by JOINT PETITION on March 15, 2011. There is one minor child the issue of the parties, to wit: ALEXANDER KANAN KAR (DOB: 4/1/08), who is presently 6 years old.

On May 13, 2013, KATHLEEN filed a motion seeking to modify custody to award her sole legal and physical custody of the child; and establish child support arrears. Acknowledging his inability to appear, and the fact that KATHLEEN is raising this child with the limited ability of MEHMET to participate, he acquiesced to her motion seeking sole legal and physical custody of the child. He provided a document entitled DEFENDANT RESPOND TO PLAINTIFF, filed on June 20, 2013. Thus, the hearing set on 6/11/13 did not require a hearing at all. MEHMET acquiesced to the award of sole legal and physical custody after reading the motion. That motion clearly stating that MEHMET's visitation would not be disrupted. That motion also stated the following:

1 "Kathleen will encourage a frequent and continuing relationship between
2 ALEXANDER and his father. Kathleen has never denied Mehmet access to his child. She
3 wants Mehmet to have a relationship with his child."

4 See KATHLEEN's motion, bottom of page 8 - top of page 9.

5 MEHMET understands KATHLEEN seeking sole legal and physical custody of the child,
6 given that she already knew she was relocated to ENGLAND with the child at the time of the filing
7 of her motion. In fact, she is now in ENGLAND - which is only 3 hours by air from Turkey - and
8 much closer to MEHMET than the child would be in the United States.

9 Again, KATHLEEN failed to comply with E.D.C.R. 5.11, and could have resolved the
10 motion without necessity of a hearing; she did not. When MEHMET received the motion, he
11 responded by email - as stated in open court - indicating he was not contesting. The motion alleged
12 the current visitation would remain in effect (top of page 9 of KATHLEEN's motion); and therefore,
13 there was no need for a hearing. This could have been resolved in a stipulation and order.

14 KATHLEEN has been trying to keep the child from MEHMET since the divorce. Exhibit
15 "C" hereto, filed December 14, 2011, is a her Petition for a change of name. In this document, she
16 seeks that not only SHE, but the CHILD be entitled to resume her former name. MEHMET was
17 never informed of this, and when she was informed that the child's name change would be denied,
18 she dismissed the case. [See register of actions, Case D-11-456429. This demonstrates that the
19 attempt to alienate and take the child's father from his life has been ongoing.

20 KATHLEEN, in bad faith with unclean hands, failed to indicate she was to be leaving with
21 military orders to England with the child, where there is a more realistic possibility that MEHMET
22 might see the child over summer vacation - or on a weekend; she misrepresents that she will continue
23 to encourage a relationship; and the current visitation will remain in effect - then she provides
24 MEHMET this email:

25 "Yes, I have a new number and we are no longer living in that house.
26 The fact is Alex does not want to talk to you. It does not matter what you want
27 or what I want, what matters is what HE wants. Once he tells me he wants to
28 speak or meet with you then I will contact you to make arrangements. But I am
not going to force him to do something he does not want to do. I forced him to
speak with you the last couple times on Skype and I will not do it again....

1 **"You can get pissed all you want, bu the Nevada courts gave me 100% control**
2 **over making decisions and raising him...."**

3 Thus, based upon KATHLEEN's misrepresentations that she wants the child to maintain a
4 relationship with MEHMET; and her misrepresentations that she encourages the same; and that
5 visitation will remain intact, the court issued its order.

6 Clearly, KATHLEEN's intent was solely to terminate any relationship between MEHMET
7 and his son, which is NOT in the child's best interest under NRS 125.480.

8 While KATHLEEN's motion previously complained that had only skyped 29 times in 306
9 days (just under once a week) and made 8 additional phone calls (which results in contact at least
10 once per week), she did not disclose that she also made the contact difficult. MEHMET could not
11 prove it, so he did not fight it. He did not care that KATHLEEN call custody "sole" so long as his
12 visitation were intact - as the motion proposed - and he did not care to prevent her from going on
13 with her life; or being able to move when he already lived out of country.

14 Did she ask if he would agree? No. Did she comply with E.D.C.R. 5.11? No. Thus, the
15 attorney fees incurred by KATHLEEN were not necessary, and should not have been ordered of
16 MEHMET. A stipulation and order could have been done.

17 In actuality it is clear that KATHLEEN desired to obtain sole legal and physical custody, not
18 because she was the sole parent living with the child, but so that she could CONTROL not providing
19 MEHMET where his child lives - she has not provided her address in court records. She has
20 changed her phone number, and completely denied skype access - all against the best interest of the
21 child, and in direct defiance of her statements made in the motion to obtain sole legal and physical
22 custody.

23 This is a clear and direct violation of the court order and demonstrates SOLE LEGAL
24 CUSTODY is NOT in the child's best interest. KATHLEEN is so brazen about her contempt, she
25 is now putting it in writing, and there can be no doubt she is interfering with a relationship with the
26 child.

1 MEMHET requests this court hold KATHLEEN in contempt of court for not only the
2 violations of the specified visitation, but also for her clear misrepresentations to this court at the
3 hearing on 6/11/13.

4 CONTEMPT

5 NRS 22.010 defines contempt as follows:

6 The following acts or omission shall be deemed contempts:

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

9 NRS 22.100 Penalty for Contempt.

10 Upon the answer and evidence taken, the court or judge or jury, as the case may be, shall
11 determine whether the person proceeded against is guilty of contempt charged; and if it be found that
12 he is guilty of a contempt, a fine may be imposed on him not exceeding \$500, or he may be
13 imprisoned not exceeding 25 days....

14 NRS 125.240 Enforcement of Judgment and Orders: Remedies

15 The final judgment and any order made before or after judgment may be enforced by the
16 court by such order as it deems necessary. A receiver may be appointed, security may be required,
17 execution may issue, real or personal property or spouse may be sold as under execution in other
18 cases, and disobedience of any order may be punished as a contempt.

19 Clearly, KATHLEEN holds herself above the law, and is in contempt of court for not only
20 interfering with MEHMET's visitation on an ongoing basis, but she also LIED TO THIS COURT
21 about her motives.

22 This is fraud. The Order and Notice of Entry of Order filed July 15, 2013 should be set aside
23 and reconsidered; or in the alternative, at a minimum, KATHLEEN should be held in contempt of
24 court for interfering with MEHMET's contact with the child; and SANCTIONED in the sum of \$500
25 for each misrepresentation to this court, and violation of contact, to be offset from sums owed from
26 MEHMET to KATHLEEN - which she uses like a sword to keep MEHMET from his child.

27 The court is aware - and KATHLEEN needs to know - that child support arrears do not give
28 cause to withhold contact of the child.

29 MODIFICATION OF COURT ORDER

30 Based upon the evidence by email of KATHLEEN's interference with contact between the
31 child and MEHMET, he requests the court order that the joint legal custody be reinstated; that

1 KATHLEEN be required to keep MEHMET informed of the child's address and phone number; that
2 set weekly skype visitation be ordered, telephonic visitation be allowed at all reasonable times; and
3 that the court inform KATHLEEN that the child, age 6 at this time, is not able to determine what
4 contact is in his best interest. It should be clear by the TONE of the email, and the FACTS
5 presented, that KATHLEEN does not encourage a relationship, as she alleges, but in fact, can easily
6 DISCOURAGE a relationship, and seek to shift all fault to MEHMET. Yes, a relationship out of
7 country is DIFFICULT; however, the child should always know his father loves him, and his father
8 should always have access to the child.

9 Therefore, under NRS 125.480, MEHMET requests the court set aside the prior order, or in
10 the alternative, modify the sole legal custody to joint legal custody in this matter.

11 CHANGE OF CUSTODY

12 In entering orders for custody and support of minor children, the Court's paramount
13 consideration should be the welfare of the minor children. Culbertson v. Culbertson, 91 Nev. 230,
14 533 P.2d 768 (1975). The guiding principle in the court's exercise of its discretion in cases affecting
15 the rights and welfare of the children, are the best interests and the welfare of the children whose
16 rights are involved in the matter. Fenkell v. Fenkell, 86 Nev. 397, 469 P.2d 701 (1970).

17 RELEVANT PROVISIONS OF NRS 125.480

18 NRS 125.480(4) provides the following should be considered in determinating the best
19 interest of the child:

20 (a.) *The wishes of the child, if of sufficient age and capability.*

21 In this matter, the child is 6 years old, and contrary to KATHLEENs insistence, is not of
22 sufficient age and maturity to say where he desires to live, or how often he desires contact with his
23 father.

24 (b.) *Any nomination by a parent or guardian.* N/A

25 (c.) *Which parent is more likely to allow frequent associations with the non-custodial parent.*

26 KATHLEEN is presently withholding the child from MEHMET completely, in violation of
27 the existing visitation schedule. Clearly, KATHLEEN is the parent LESS LIKELY to allow an
28 ongoing relationship with the child.

1 (d.) *The level of conflict between the parents.*

2 There is a minimal level of conflict. The parties live in separate countries. There is only an
3 issue of CONTROL by KATHLEEN. She secreted her move to England out of fear MEHMET
4 would be close enough to possibly exercise visitation. She knew she was moving; she did not state
5 so in her motion; she changed her address and phone number to terminate contact between
6 MEHMET and the child; and she provided him an email attesting to the same. Any conflict is
7 created by KATHLEEN.

8 (e) *The ability of parents to cooperate to meet the needs of the child*

9 KATHLEEN refuses to cooperate. Even allowing sole legal and physical custody did not
10 stop the control; and one cannot cooperate without assistance from the other parent.

11 (f) *The mental and physical health of the parents.*

12 There are no mental and physical health issues of the parties. There were no issues raised
13 of drugs, alcohol or domestic violence. The parties had agreed to a joint petition divorce.

14 (g.) *The physical, developmental and emotional needs of the children.*

15 The child has no physical, developmental or emotional needs - except not to have his father
16 erased from his life by his mother.

17 (h.) *The nature of the relationship of the child with each parent.*

18 The child love both parents. He is 7 years old. However, he is being 'rewarded' for lack of
19 contact with his father, and shows the seeds of parental alienation by Mother.

20 (i) *The ability of child to maintain a relationship with siblings.*

21 There are no other siblings.

22 (j) *Any history of parental abuse or neglect of the child or sibling of the child.*

23 There is no history of abuse.

24 (k) *Whether either parent or any person seeking custody has engaged in an act of domestic*
25 *violence against the child, a parent, or other person residing with the parent.*

26 There are no relevant domestic violence issues in this matter.

27 MEHMET merely seeks joint legal custody so he can know where his child lives, how he is
28 doing in school, and any medical issues he may have.

1 KATHLEEN obtained sole legal and physical custody misrepresenting that she would
2 continue to encourage a relationship between MEHMET and the child. Then terminated all contact
3 within three months of the sole custody order. This was NOT a termination of parental rights, or a
4 right to alienate MEHMET from the child's life as KATHLEEN uses it.

5 MEHMET is not even seeking primary physical custody due to the violation, but is seeking
6 a change to JOINT LEGAL CUSTODY. This has now been demonstrated by the FACTS to be in
7 the best interest of the child.

8 CHANGE OF CUSTODY

9 In the matter of "Ellis v. Carucci", 123 Nev. Adv. Op. No. 18 (June 28, 2007), the Nevada
10 Supreme Court modified the standards for a change of custody under Murphy v. Murphy, 84 Nev.
11 710, 711, 447 P.2d 664, 665 (1968), indicating this case was decided a decade prior to the change
12 in NRS 125.480 and 125.510. The Nevada Supreme Court noted that while the premise behind
13 Murphy aims to promote stability by discouraging the frequent re-litigation of custody disputes, it
14 also unduly limits courts in their determination of whether a custody modification is in the best
15 interest of the minor children. Upon revisiting Murphy in light of the current statutes, the it is now
16 concluded modification of primary physical custody is warranted only when (1) there has been a
17 substantial change in circumstances affecting the welfare of the child, and (2) the best interest is
18 served by the modification. Under this revised test, the party seeking a modification of custody bears
19 the burden of satisfying both prongs.

20 There has been a substantial change of circumstances. KATHLEEN lied to this court. The
21 lie has been exposed by her email. Her failure to allow ongoing communication with the child. Her
22 changing phone numbers and addresses. KATHLEEN removed the child from the US to England.
23 (Nevada still retains jurisdiction as KATHLEEN moved with the military)

24 How much more does KATHLEEN have to do to interfere with the father - son relationship
25 to demonstrate the change of circumstances.

26 In addition to these significant changes in circumstances, it is in the child's best interest as
27 detailed in NRS 125.480 above.

STATUTES TO SET ASIDE COURT ORDER

RULE 59. NEW TRIALS; AMENDMENT OF JUDGMENTS

(a) **Grounds.** A new trial may be granted to all or any of the parties and on all or part of the issues for any of the following causes or grounds materially affecting the substantial rights of an aggrieved party: (1) Irregularity in the proceedings of the court, jury, master, or adverse party, or any order of the court, or master, or abuse of discretion by which either party was prevented from having a fair trial; (2) Misconduct of the jury or prevailing party; (3) Accident or surprise which ordinary prudence could not have guarded against; (4) Newly discovered evidence material for the party making the motion which the party could not, with reasonable diligence, have discovered and produced at the trial; (5) Manifest disregard by the jury of the instructions of the court; (6) Excessive damages appearing to have been given under the influence of passion or prejudice; or, (7) Error in law occurring at the trial and objected to by the party making the motion. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.

[As amended; effective January 1, 2005.]

(b) **Time for Motion.** A motion for a new trial shall be filed no later than 10 days after service of written notice of the entry of the judgment.

[As amended; effective January 1, 2005.]

(c) **Time for Serving Affidavits.** When a motion for new trial is based upon affidavits they shall be filed with the motion. The opposing party has 10 days after service within which to file opposing affidavits, which period may be extended for an additional period not exceeding 20 days either by the court for good cause shown or by the parties by written stipulation. The court may permit reply affidavits.

[As amended; effective January 1, 2005.]

(d) **On Court's Initiative; Notice; Specifying Grounds.** No later than 10 days after entry of judgment the court, on its own, may order a new trial for any reason that would justify granting one on a party's motion. After giving the parties notice and an opportunity to be heard, the court may grant a timely motion for a new trial for a reason not stated in the motion. When granting a new trial on its own initiative or for a reason not stated in a motion, the court shall specify the grounds in its order.

[Added; effective January 1, 2005.]

(e) **Motion to Alter or Amend a Judgment.** A motion to alter or amend the judgment shall be filed no later than 10 days after service of written notice of entry of the judgment.

RECONSIDERATION

NRCP 60(b)

Nevada Rules of Civil Procedure 60(b) states in pertinent part as follows:

(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

1 of an adverse party which would have theretofore justified a court in sustaining a collateral attack
2 upon the judgment; (3) the judgment is void; or, (4) the judgment has been satisfied, released, or
3 discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or
4 it is no longer equitable that an injunction should have prospective application. The motion shall
5 be made within a reasonable time, and for reasons (1) and (2) not more than six months after the
6 judgment, order, or proceeding was entered or taken. A motion under this subdivision (b) does not
7 affect the finality of a judgment or suspend its operation. This rule does not limit the power of a
8 court to entertain an independent action to relieve a party from judgment, order, or proceeding, or
9 to set aside a judgment for fraud upon the court. The procedure for obtaining any relief from a
10 judgment shall be by motion as prescribed in these rules or by an independent action.

7 CHILD SUPPORT ISSUES

8 It is clear in the motion that MEHMET was unemployed, and child support was set at \$100
9 per month in the JOINT PETITION DIVORCE. Therefore, it should not be modified to \$628 per
10 month, based on KATHLEEN's bare ALLEGATION that MEHMET 'must' be making tons of
11 money working for the embassy.

12 First, MEHMET, from Turkey, provided a document he entitled DEFENDANT RESPOND
13 TO PLAINTIFF stating under that contract, he was earning approximately \$900 per month. There
14 was and is no evidence to contradict that fact. In fact, Exhibit "B" shows that MEHMET earns
15 approximately \$800 per month. Turkey's pay scale is not like the United States. The court order
16 for child support should be modified, if no retroactive to the July 1, 2012 date, IMMEDIATELY at
17 this time. It was made based upon KATHLEEN's knowing misrepresentations to this court.

18 MEHMET respectfully requests the court set aside under NRCP 59; or reconsider the order
19 increasing child support under NRCP 60(b) in this matter, due to the facts herein; and the
20 EVIDENCE of MEHMET's actual income.

21 In the alternative, MEHMET requests the court reduce his child support to \$100 per month,
22 based upon his \$800 per month income, and consideration that any visitation will be at his sole
23 expense. Under NRS 125B.070, child support on \$800 per month income would be \$144 per month;
24 however, he does have financial hardship due to this limited income, and he will incur costs of any
25 visitation. Further under NRS 125B.080, the court SHALL consider the disparity in income of the
26 parties in establishing child support. In this matter, KATHLEEN's income is \$5,245; and
27 MEHMET's income is \$800 per month. Clearly, he is entitled to an offset for this disparity income.
28

1 KATHLEEN is now alleging to MEHMET in the email stated above, that he has \$30,000
2 arrears. He does not know how she arrived at that figure; however, the schedule of arrears shows
3 only \$2,100 in arrears through June, 2013.

4 MEHMET informed KATHLEEN of his employment, and asked her to have the support
5 taken from his check. She had not done so. Exhibit "D" shows that he has been paying toward
6 support, and the same should be credited to him.

7 **SANCTIONS/FEES AND COSTS**

8
9 As demonstrated above, KATHLEEN failed to comply with E.D.C.R. 5.11. She could have
10 obtained a stipulation and order under the terms of the motion, as she agreed to maintain contact and
11 a relationship with the child.

12 The evidence demonstrates immediately after the divorce, KATHLEEN attempted to secretly
13 change the child's last name, along with hers, to her maiden name.

14 The evidence demonstrates that KATHLEEN is withholding all contact of the child from
15 MEHMET at this time, under the guise of it being the 6 year old child's decision!

16 The evidence shows that KATHLEEN knew she had military orders to leave for England
17 when she filed this action, and failed to disclose it. At the time the parties had joint legal custody,
18 and upon a change of notice of address, MEHMET - and the court - was entitled to notice. To this
19 date, KATHLEEN has not provided the court her current address.

20 The evidence shows that MEHMET's child support is set artificially high, based upon the
21 average Nevada wage when in fact, it was clear MEHMET was not in the United States. Any support
22 should have been set on his actual income - or the average TURKEY wage. He did state his income
23 in a filed document, which was completely ignored.

24 The evidence demonstrates a pattern of alienation on the part of KATHLEEN, and that it is
25 not in the best interest of the child that she retain sole legal and physical custody.
26
27
28

1 **CONCLUSION**

2 Based upon the facts, MEHMET requests the court order that his visitation remain as set
3 forth in the Decree of Divorce - which was prayed for in KATHLEEN's own motion - which was
4 granted by DEFAULT (and thus should have remained the same); and that in addition, MEHMET
5 be entitled to skype visitation a minimum of once per week; and telephonic visitation at all
6 reasonable times not to be denied; at least an additional time once per week.

7 Based upon the facts herein, MEHMET requests KATHLEEN be SANCTIONED in the sum
8 of \$500 per week for missed visitation; and that she be ordered to pay MEHMET's fees and costs
9 of \$350, plus attorney fees if he retains counsel; for having to file this motion.

10 Based on the foregoing, the Defendant asks that the above prayed for relief be granted.

11 DATED and DONE this 18 day of April, 2014.

12
13 
14 _____
15 MEHMET KAR
16 Defendant in Proper Person
17
18
19
20
21
22
23
24
25
26
27
28

1 Republic of Turkey
2 Province of Adana
3 City of Adana
4 Consulate of the United States of America
5 SS

AFFIDAVIT OF MEHMET KAR

STATE OF _____)
COUNTY OF _____) SS

I, MEHMET KAR, first being sworn under oath depose and say:

1. I request the court reconsider the order for sole legal and physical custody for the reasons set forth herein.

2. I request compensatory visitation, which has been unreasonably withheld as evidenced by Kathleen's own email. In fact, Exhibit "E" shows more email communication of the parties.

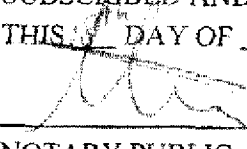
3. I request the court modify the child support - retroactive - under NRCP 59 or 60(b), as detailed herein.

4. I request KATHLEEN be SANCTIONED; and that I be awarded fees and costs for having to file this motion.

Further, your affiant sayeth naught.


MEHMET KAR

SUBSCRIBED AND SWORN BEFORE ME
THIS 17th DAY OF April 2014.


BRIAN MCGUIRE
NOTARY PUBLIC VICE CONSUL



MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Kathleen Kar

Plaintiff/Petitioner

-vs-

Mehmet Kar

Defendant/Respondent

CASE NO.

D441849

DEPT.

P

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

Party Filing Motion/Opposition:

☒ Plaintiff/Petitioner

☐ Defendant/Respondent

MOTION FOR/OPPOSITION TO

Hold Mother in Contempt

Notice

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

Excluded Motions/Oppositions

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

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

☐ Motion/Opp IS subject to \$25.00 filing fee

☒ Motion/Opp IS NOT subject to filing fee

Date:

4-22-, 2014

Printed Name of Preparer

Lauren A.

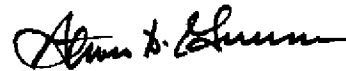
Signature of Preparer

Lauren A.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Defendant.

PERSON MAILING



CLERK OF THE COURT

1 MEHMET SAIT KAR
2 Kemalpaşa Mahallesi
3 4464 sol. No: 30
4 Incirlik/Sarıcam
5 Adana/Turkey
6 +90-533-964-9642
7 saitkar@hotmail.com
8 Petitioner in Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

8 KATHLEEN KAR,

9 Plaintiff,

10 vs.

11 MEHMET KAR,

12 Defendant.

) Case No. D441849
) Dept No. P

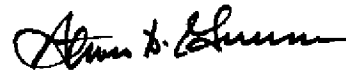
CERTIFICATE OF MAILING

15 I hereby certify that on the 24 day of April, 2014, I deposited for mailing a true
16 and correct copy of the Motion in the United States Post Office, First Class and postage prepaid
17 thereon, addressed to:

18
19 PSC 46 Box 75
20 ADD AE 09469
21



22
23
24 Person Mailing
25
26
27
28



CLERK OF THE COURT

1 MEHMET SAIK KAR
Kemalpasa Mahallesi
2 4464 sol. No: 30
Incirlik/Saricam
3 Adana/Turkey
+90-533-964-9642
4 saikkar@hotmail.com
Petitioner in Proper Person
5

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 KATHLEEN KAR,

9 Plaintiff,

10 vs.

11 MEHMET KAR,

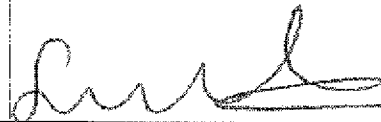
12 Defendant.

) Case No. D441849
) Dept No. P
13

14 **CERTIFICATE OF MAILING**

15 I hereby certify that on the 24 day of April, 2014, I deposited for mailing a true
16 and correct copy of the Motion in the United States Post Office, First Class and postage prepaid
17 thereon, addressed to:
18

19 Jason Stoffel
20 Esq 2011 photo lane
21 Suite, 100 Las Vegas
22 NV 89106



23
24 Person Mailing
25
26
27
28

FDF

Alvin L. Blum

CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

Mehmet Salt KAR
Plaintiff,

vs.

Kathleen A KAR
Defendant.

) Case No. 044184X9

) Dept. No. P

GENERAL FINANCIAL DISCLOSURE FORM

The judge uses this form to understand the financial position of the Plaintiff and the Defendant. You must fill this form out completely and truthfully.

A. Personal Information:

1. What is your full name? (first, middle, last)
2. How old are you?
3. What is your date of birth?
4. What is your occupation?
5. What is your highest level of education?

Mehmet Salt KAR
37
October 25, 1977
Driver
High School

B. Employment Information: (☒ check one)

1. Are you currently employed?

☐ No

☒ Yes If yes, what is the name of your employer?

What date were you hired on? (mm/dd/yy)

US Consulate Ankara/TURKEY
March 25, 2013

2. Are you disabled? (☒ check one)

☒ No

☐ Yes If yes, what is the level of your disability?

What agency certified you disabled?

What is the nature of your disability?

C. Attorney Information: Complete the following sentences:

1. An Attorney (has/has not) Amber Robinson been retained on my behalf for this case.
2. As of today, the attorney has been paid a total of \$550 on my behalf.
3. I have a credit with my attorney in the amount of \$1,500.
4. I currently owe my attorney a total of 0.
5. I owe my prior attorney a total of 0.

Revised 5/6/13

Section 1: Personal Income

Before you can complete the next section you need to figure out your pay frequency.
Your pay frequency is determined by the number of time you are paid each month.

Pay Frequency Table

- 1.00 = Paid one time per month
- 2.00 = Paid two times per month
- 2.17 = Paid every two weeks
- 4.33 = Paid every week

A. Fill in the line that applies to you. Only complete line 1 OR line 2.

Line #	Income Question	Amount Earned	Number of Hours Worked per Pay Period	Pay Frequency (1.00, 2.00, 2.17, or 4.33)	Monthly Income
1	I am paid an hourly wage in the amount of		x		= \$0.00
2	I am paid a base salary in the amount of	337.92	x	2.17 weeks	= \$0.00 \$ 732.16

B. Fill in the amount of money you receive each month for the following types of income:

Line #	Income Question	Amount Received Monthly
3	I regularly work overtime and each month earn an average of	100
4	I receive bonuses, commissions, or tips in the amount of	
5	I receive a car, gas, housing, or other allowance in the amount of	
6	I receive spousal support in the amount of	
7	I receive social security in the amount of	
8	I receive social security disability in the amount of	
9	I receive workman's compensation benefits in the amount of	
10	I receive unemployment benefits in the amount of	
11	I receive pension or retirement income in the amount of	
12	I receive net rental income in the amount of	
13	I receive income from other sources in the amount of	
14	Total Income Received (add lines 3-13)	\$0.00 100

C. Total monthly income from all sources:

Line #		
15	Total from Line 1 OR 2	\$0.00 732.16
16	Total from Line 14	\$0.00
17	Total Gross Monthly Income (Add lines 15-16)	\$0.00 732.16

Section 2: Personal Deductions

A. Fill in the amount of money that is taken out of every paycheck for each of the following deductions:

Line #	Name of Deduction	Amount Deducted
18	Court Ordered Child Support is deducted from every paycheck in the amount of	
19	Federal Income Tax is deducted from every paycheck in the amount of	
20	Social Security Tax is deducted from every paycheck in the amount of	100
21	Medicare is deducted from every paycheck in the amount of	20
22	Union Dues are deducted from every paycheck in the amount of	
23	Health Insurance Cost is deducted from every paycheck in the amount of	160
24	Life, Disability, or Other Insurance Premiums are deducted from every paycheck in the amount of	
25	Federal Health Savings Plan contribution is deducted from every paycheck in the amount of	
26	Retirement, Pension, IRA, or 401(k) contributions are deducted from every paycheck in the amount of	
27	Savings are deducted from every paycheck in the amount of	
28	Other: <i>Turkish national tax of 20 annually</i>	74.67
29	Other:	
30	Total Paycheck Deductions	\$0.00
31	Total Monthly Deductions	\$0.00

Section 3: Income Summary

Line #			
32	Total from Line 17	832.16	\$0.00
33	Total from Line 30	356.47	\$0.00
	Net Monthly Income	477.69	\$0.00

Section 4: Child Information

A. Fill in the table below with the name and date of birth of each of your children, parent the child is living with, and whether the child is from this marriage or relationship:

	Child's Name:	Child's Date of Birth	Whom is child living with? (Mom, Dad, or Both)	Is this child from this marriage / relationship? (Yes or No)
1st	Alexander Kean KAS	April 1, 2008	Mother	Yes
2nd				
3rd				
4th				
5th				

B. Fill in the table below with the amount of money you spend each month on the following expenses for the children:

	Children's Expenses	1st Child	2nd Child	3rd Child	4th Child	5th Child
1	Clothes, Shoes and Accessories					
2	Unreimbursed Medical Expenses					
3	Telephone and Internet					
4	Entertainment					
5	Food					
6	Insurance (other than health)					
7	Education Related Expenses					
8	Day Care / Babysitter					
9	Summer Camp/Programs					
10	Vehicle					
11	Transportation Cost for Visitation					
12	Total Monthly Expenses for Children (add lines 1-11)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Section 5: Household Information

A. I live with (number) 1 other adults, including children over the age of eighteen, who contribute to or pay the household expenses in the amount of \$ 0.

Section 6: Personal Expenses

Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Total Monthly Amount of Expense	For Me	For the Other Party	For Both
Home				
Mortgage/Rent/Lease				
Property Taxes				
HOA				
Home Owner's Insurance				
Lawn Care				
Pest Control				
Pool Service				
Security				
Other				
Utilities				
Water	30			Both
Electric	100			Both
Gas				
Sewer				
Home Phone				
Internet/Cable	30			Both
Other				
Medical				
Health Insurance				
Unreimbursed Medical Expenses				
Other				
Transportation				
Car Loan/Lease Payment				
Fuel				
Auto Insurance				
Other <i>Public Transportation</i>	100	me		
Personal				
Food (groceries and restaurants)	250	me		
Pets				
Cell phone	30	me		
Membership Fees				
Clothing, Shoes, etc.				
Dry Cleaning	50	me		
Other				
Debts				
Credit Card Payments				
Child Support	120	me		
Alimony/Spousal Support				
Student Loans				
Other				
Total Monthly Expenses	\$0.00 \$710			

Section 7: Asset and debt Chart

Complete the chart below by listed all assets and debts, the value of each, the amount owed on each, and whose name the asset or debt is under (You, the Other Party, or Both).

Line #	Description of Asset or Debt	Gross Value	Amount Owed	Net Value	Whose Name is on the Account? (Me, the Other Party or Both)
1				\$0.00	
2				\$0.00	
3				\$0.00	
4				\$0.00	
5				\$0.00	
6				\$0.00	
7				\$0.00	
8				\$0.00	
9				\$0.00	
10				\$0.00	
11				\$0.00	
12				\$0.00	
13				\$0.00	
14				\$0.00	
15				\$0.00	
16				\$0.00	
17				\$0.00	
18				\$0.00	
19				\$0.00	
20				\$0.00	
Total Value of Assets (add lines 1-20)		\$0.00	\$0.00	\$0.00	

IMPORTANT: Read the following paragraph carefully.

I am the (check one) ☐ Plaintiff / ☐ Defendant in the above action. I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.


Your Signature

April 28, 2014
Date

CERTIFICATE OF SERVICE

I hereby certify that on Monday, February 4, 2013, service of the **FINANCIAL DISCLOSURE FORM** was made to the following interested parties in the manner set forth below:

☐

Via 1st Class U.S. Mail, postage fully prepaid, to

☒

Via Facsimile and/or Email pursuant to the Consent to Service By Electronic Means on file herein to:

☐

And, via 1st Class U.S. Mail, postage full prepaid, addressed to:

Mehmet Sait KAR
Plaintiff

Respectfully Submitted,

(Signature) 

(Printed Name) Mehmet Sait KAR

EARNINGS AND LEAVE STATEMENT



ADANA

19 282 05 01

NAME NO	ELK	NAME OF EMPLOYEE	SOCIAL SECURITY NO	P.P.	ENDING DATE
234868202	88	KAR, MEHMET SAIT	XXK-XX-6050	06	4/5/2014

DAY	DE	ST	ANNUAL RATE	RETIREMENT	HEALTH INSURANCE	TAX	ANNUAL LEAVE
PRP	03	00	18,788	NONE	NONE	7	

	OP. BAL	EARNED	TAKEN	CL. BAL	FROZEN	OP. BAL	TAKEN	CL. BAL	FROZEN
AL PREV		120.96	3.00	117.96		RL PREV			
AL YTD		120.96	3.00	117.96		RL YTD			

	OP. BAL	EARNED	TAKEN A	TAKEN B	TAKEN C	TAKEN D	TAKEN E	CL. BAL	FROZEN
SL PREV			9.00						
SL YTD			9.00						

	OP. BAL	WORKED	TAKEN	FORFEIT	CL. BAL	TAKEN
CT PREV		3			3	LWP PREV
CT YTD		3			3	LWP YTD

ITEM	PP	ITEMS	RATE/BASE	HOURS/PERC	PAYMENTS	DEDUCTIONS	THIS DATE
110051		CONTRACT BASE PAY	8.21	88.00	722.48		
135051	06	CONTRACT BASE PAY ADJUSTMEN			467.76		
		.... TOTAL SALARY	\$553.09		1,190.24		8,492.34
220011	05	OVERTIME FIRST WEEK LATE TA	12.32	8.00	98.56		
		.... TOTAL PREMIUM	\$45.80		98.56		875.34
330012		DISABILITY, OLD AGE SCHEME	171.78	100.00		171.78	
		.... TOTAL LOCAL INSURANCE	\$79.82			171.78	1,358.04
360011		FED TAX WITHHOLDING	\$				
370011		OASDI DEDUCTION	\$42.			91.20	
370012		FHI DEDUCTION	\$9.			21.32	
		.... TOTAL TAXES	\$52.29			112.52	524.75
410011		MEAL ALLOWANCES			101.50		
410031		ADDITIONAL BONUS ALLOWANCE	.21	88.00	18.48		
410041		TRANSPORTATION ALLOWANCE			62.16		
		.... TOTAL ALLOWANCES	\$84.64		182.14		1,454.48

NET PAY ALLOIMENT
APR 14, 2014

NET TO PAY USD
\$551.41

NET TO PAY
1,386.64

8,599.37

Remark

U.S. SS Card Name: MEHMET SAIT KAR

IMPORTANT NOTICE

The employee is responsible for monitoring his/her pay and leave account by verifying data recorded on this statement. Discrepancies should be documented and reported immediately to the timekeeper, payroll liaison and/or supervisor.

Generated: 4/24/2014
01:19:54
version 2.4

EARNINGS AND LEAVE STATEMENT



ADANA

19 282 05 01

PLAC NO	BK	NAME OF EMPLOYEE	SOCIAL SECURITY NO	P.P.	ISSUING DATE
204868202	88	KAR, MEHMET SAIT	XXX-XX-6050	07	4/19/2014

CAT / GR / ST	ANNUAL RATE	RETIREMENT	HEALTH INSURANCE	TAX	ANNUAL LEAVE
PRP / 03 / 00	18,788	NONE	NONE		CAT CCEL PROJ FORF

OP BAL	EARNED	TAKEN	OP BAL	PROJEN	OP BAL	TAKEN	CL BAL
AL PREV	120.96	3.00	117.96		RL PREV		
AL YTD	120.96	3.00	117.96		RL YTD		

OP BAL	EARNED	TAKEN A	TAKEN B	TAKEN C	TAKEN D	TAKEN E	OP BAL	PROJEN
SL PREV		9.00						
SL YTD		9.00						

OP BAL	WORKED	TAKEN	FORFEIT	OP BAL	TAKEN
LT PREV	3			3	LWP PREV
LT YTD	3			3	LWP YTD

LINE	PP	ITEMS	RATE/BASE	HOURS/ETNC	PAYMENTS	DEDUCTIONS	LEAF DATE
110051		CONTRACT BASE PAY	8.21	88.00	722.48		
135051	07	CONTRACT BASE PAY ADJUSTMEN			436.96		
		.....TOTAL SALARY	\$551.06		1,159.44		9,611.78
210011		OVERTIME FIRST WEEK	12.32	10.00	123.20		
220011	06	OVERTIME FIRST WEEK LATE TA	12.32	20.00	246.40		
		.....TOTAL PREMIUM	\$175.67		369.60		1,244.94
330012		DISABILITY, OLD AGE SCHEME	171.78	100.00		171.78	
		.....TOTAL LOCAL INSURANCE	\$81.64			171.78	1,529.82
360011		FED TAX WITHHOLDING	\$				
370011		OASDI DEDUCTION	\$50.			106.08	
370012		FHI DEDUCTION	\$11.			24.80	
		.....TOTAL TAXES	\$62.21			130.88	955.63
410011		MEAL ALLOWANCES			101.50		
410031		ADDITIONAL BONUS ALLOWANCE	.21	88.00	18.48		
410041		TRANSPORTATION ALLOWANCE			62.16		
		.....TOTAL ALLOWANCES	\$95.57		182.14		1,636.62

NET PAY ALLOTMENT
APR 28, 2014

NET TO PAY USD
\$669.45

NET TO PAY
1,408.52

10,007.89

Remark

U.S. SS Card Name: MEHMET SAIT KAR

IMPORTANT NOTICE

The employee is responsible for monitoring his/her pay and leave account by verifying data recorded on this statement. Discrepancies should be documented and reported immediately to the timekeeper, payroll liaison and/or supervisor.

Generated: 4/24/2014
01:20:24
version 2.4

EARNINGS AND LEAVE STATEMENT



ADANA

19 282 05 01

NAME NO	BLK	NAME OF EMPLOYEE	SOCIAL SECURITY NO	P. S.	ENDING DATE
204868202	88	KAR, MEHMET SAIT	XXX-XX-6080	04	3/8/2014

CRAT / GR / DT	ANNUAL RATE	RETIREMENT	HEALTH INSURANCE	TAX	CRAT	CRIL	PRCS	POSS
PRP / 03 / 00	18,788	NONE	NONE		7			

AL PREV	OP BAL	EARNED	TAKEN	CL BAL	PROCES	OP BAL	TAKEN	CL BAL
AL YTD		120.96		120.96		RL PREV		
		120.96		120.96		RL YTD		

OP BAL	EARNED	TAKEN A	TAKEN B	TAKEN C	TAKEN D	TAKEN E	CL BAL	PROCES
CT PREV		3			3			
CT YTD		3			3			

OP BAL	WORKED	TAKEN	FORFEIT	CL BAL	TAKEN

ITEM	PF	ITEMS	RATE/BASE	HOURS/PERC	PAYMENTS	DEDUCTIONS	YEAR TO DATE
110051		CONTRACT BASE PAY	8.21	88.00	722.48		
		.....TOTAL SALARY	\$325.73		722.48		4,514.67
210011		OVERTIME FIRST WEEK	12.32	18.00	221.76		
		.....TOTAL PREMIUM	\$99.98		221.76		715.18
330012		DISABILITY, OLD AGE SCHEME	171.78	100.00		171.78	
		.....TOTAL LOCAL INSURANCE	\$77.45			171.78	1,014.48
360011		FED TAX WITHHOLDING	\$.				
370011		OASDI DEDUCTION	\$31.			69.84	
370012		FHI DEDUCTION	\$7.			15.32	
		.....TOTAL TAXES	\$38.85			86.16	483.42
410011		MEAL ALLOWANCES			101.50		
410031		ADDITIONAL BONUS ALLOWANCE	.21	88.00	18.48		
410041		TRANSPORTATION ALLOWANCE			62.16		
		.....TOTAL ALLOWANCES	\$82.12		182.14		1,090.20

NET PAY ALLOTMENT
MAR 17, 2014

NET TO PAY USD
\$391.54

NET TO PAY
868.44

4,822.15

Remark

U.S. SS Card Name: MEHMET SAIT KAR

IMPORTANT NOTICE

The employee is responsible for monitoring his/her pay and leave account by verifying data recorded on this statement. Discrepancies should be documented and reported immediately to the timekeeper, payroll liaison and/or supervisor.

Generated: 4/14/2014
01:18:52
Version: 2.4

EARNINGS AND LEAVE STATEMENT



ADANA

19 282 05 01

NAME NO	BLK	NAME OF EMPLOYEE	SOCIAL SECURITY NO	P.E.	ENDING DATE
204868202	88	KAR, MEHMET SAIT	XXX-XX-6050	05	3/22/2014

CAT / GR / ST	ANNUAL RATE	REFINEMENT	HEALTH INSURANCE	TAX	CAT	AMOUNT	LEAVE
PRP / 03 / 00	18,788	NONE	NONE		7		

AL PREV	OP-BAL	EARNED	TAKEN	CL-BAL	PROTEN	OP-BAL	TAKEN	CL-BAL
AL ADJ		120.96	3.00	120.96		RL PREV		
AL YTD		120.96	3.00	117.96		RL ADJ		
						RL YTD		

SL PP	OP-BAL	EARNED	TAKEN A	TAKEN B	TAKEN C	TAKEN D	TAKEN E	CL-BAL	PROTEN
SL YTD			9.00						
			9.00						

CT PREV	OP-BAL	WORKED	TAKEN	PROFIT	CL-BAL	TAKEN
CT YTD		3			3	LWP PRV
		3			3	LWP YTD

REF	PP	ITEMS	RATE/BASE	HOURS/PERC	PAYMENTS	DEDUCTIONS	YEAR	DATE
110051		CONTRACT BASE PAY	8.21	88.00	722.48			
135051	05	CONTRACT BASE PAY ADJUSTMEN			459.91			
		.....TOTAL SALARY	\$532.13		1,182.39			7,262.10
210011		OVERTIME FIRST WEEK	12.32	3.00	36.96			
220011	04	OVERTIME FIRST WEEK LATE TA	12.32	2.00	24.64			
		.....TOTAL PREMIUM	\$27.72		61.60			775.78
330012		DISABILITY, OLD AGE SCHEME	171.78	100.00		171.78		
		.....TOTAL LOCAL INSURANCE	\$77.31			171.78		1,186.26
360011		FED TAX WITHHOLDING	\$.					
370011		OASDI DEDUCTION	\$39.			88.41		
370012		FBI DEDUCTION	\$9.			20.68		
		.....TOTAL TAXES	\$49.10			109.09		712.23
410011		MEAL ALLOWANCES			101.50			
410031		ADDITIONAL BONUS ALLOWANCE	.21	88.00	18.48			
410041		TRANSPORTATION ALLOWANCE			62.16			
		.....TOTAL ALLOWANCES	\$81.97		182.14			1,272.34

NET PAY ALLOTMENT
MAR 31, 2014

NET TO PAY USD
\$515.42

NET TO PAY
1,145.26

7,412.73

Remark

U.S. SS Card Name: MEHMET SAIT KAR

IMPORTANT NOTICE

The employee is responsible for monitoring his/her pay and leave account by verifying data recorded on this statement. Discrepancies should be documented and reported immediately to the timekeeper, payroll liaison and/or supervisor.

Generated: 4/24/2014
01:19:26
version 3.4

EARNINGS AND LEAVE STATEMENT



ADANA

19 282 05 01

NAME NO	PLF	NAME OF EMPLOYEE	SOCIAL SECURITY NO	P.R.	ENDING DATE
204868202	88	KAR, MEHMET SAIT	XXX-XX-6050	02	2/8/2014

CAT	GR	ST	ANNUAL RATE	RETIREMENT	HEALTH INSURANCE	TAX	ANNUAL LEAVE
PRP	03	00	18,788	NONE	NONE		7

AL PREV	OP-BAL	EARNED	TAKEN	CL-BAL	YTD	RL PREV	OP-BAL	TAKEN	CL-BAL
AL YTD		120.96		120.96		RL YTD			

OP-BAL	EARNED	TAKEN A	TAKEN B	TAKEN C	TAKEN D	TAKEN E	CL-BAL	YTD
--------	--------	---------	---------	---------	---------	---------	--------	-----

RES	DP	ITEMS	RATE/BASE	HOURS/PERC	PAYMENTS	DEDUCTIONS	NEAR DATE
110051		CONTRACT BASE PAY	8.21	88.00	722.48		
		.....TOTAL SALARY	\$319.40		722.48		2,810.72
210011		OVERTIME FIRST WEEK	12.32	9.00	110.88		
220011	01	OVERTIME FIRST WEEK LATE TA	11.87	4.00	47.48		
		.....TOTAL PREMIUM	\$70.01		158.36		419.50
330012		DISABILITY, OLD AGE SCHEME	171.78	100.00		171.78	
		.....TOTAL LOCAL INSURANCE	\$75.94			171.78	670.92
360011		FED TAX WITHHOLDING	\$.				
370011		QASDI DEDUCTION	\$29.			65.91	
370012		FHI DEDUCTION	\$6.			15.40	
		.....TOTAL TAXES	\$35.95			81.31	302.59
410011		MEAL ALLOWANCES			101.50		
410031		ADDITIONAL BONUS ALLOWANCE	.21	88.00	18.48		
410041		TRANSPORTATION ALLOWANCE			62.16		
		.....TOTAL ALLOWANCES	\$80.52		182.14		725.92

NET PAY ALLOTMENT
FEB 17, 2014

NET TO PAY USD
\$358.04

NET TO PAY
809.89

2,882.63

Remark

U.S. SS Card Name: MEHMET SAIT KAR

IMPORTANT NOTICE

The employee is responsible for monitoring his/her pay and leave account by verifying data recorded on this statement. Discrepancies should be documented and reported immediately to the timekeeper, payroll liaison and/or supervisor.

Generated: 4/24/2014
01:18:34
version 2.1

EARNINGS AND LEAVE STATEMENT



ADANA

19 282 05 01

NAME NO	BLK	NAME OF EMPLOYEE	SOCIAL SECURITY NO	P. P.	ENDING DATE
204868202	88	KAR, MEHMET SAIT	XXX-XX-6050	03	2/22/2014

CAT / GR / ST	ANNUAL RATE	RETIREMENT	HEALTH INSURANCE	TAX	ANNUAL LEAVE
PRP / 03 / 00	18.788	NONE	NONE		CAT CHIL VACI FORF

CP BAL	EARNED	TAKEN	CP BAL	FROZEN	CP BAL	TAKEN	CP BAL
AL PREV	120.96		120.96		RL PREV		
AL YTD	120.96		120.96		RL YTD		

CP BAL	EARNED	TAKEN A	TAKEN B	TAKEN C	TAKEN D	TAKEN E	CP BAL	FROZEN
CT ADJ	3							
CT YTD	3							

CP BAL	WORKED	TAKEN	FORFEIT	CP BAL	TAKEN
LWP ADJ					
LWP YTD					

REF	PS	ITEMS	RATE/BASE	HOURS/PERC	PAYMENTS	DEDUCTIONS	YTD DATE
110051		CONTRACT BASE PAY	8.21	88.00	722.48		
135051	03	CONTRACT BASE PAY ADJUSTMEN			258.99		
		.....TOTAL SALARY	\$450.63		981.47		3,792.19
220011	02	OVERTIME FIRST WEEK LATE TA	12.32	6.00	73.92		
		.....TOTAL PREMIUM	\$33.94		73.92		493.42
330012		DISABILITY, OLD AGE SCHEME	171.78	100.00		171.78	
		.....TOTAL LOCAL INSURANCE	\$78.87			171.78	842.70
360011		FED TAX WITHHOLDING	\$.				
370011		QASDI DEDUCTION	\$35.			76.73	
370012		FBI DEDUCTION	\$8.			17.94	
		.....TOTAL TAXES	\$43.47			94.67	397.26
410011		MEAL ALLOWANCES			101.50		
410031		ADDITIONAL BONUS ALLOWANCE	.21	88.00	18.48		
410041		TRANSPORTATION ALLOWANCE			62.16		
		.....TOTAL ALLOWANCES	\$83.63		182.14		908.06

NET PAY ALLOTMENT
MAR 03,2014

NET TO PAY USD
\$445.86

NET TO PAY
971.08

3,953.71

Remark

U.S. SS Card Name: MEHMET SAIT KAR

IMPORTANT NOTICE

The employee is responsible for monitoring his/her pay and leave account by verifying data recorded on this statement. Discrepancies should be documented and reported immediately to the timekeeper, payroll liaison and/or supervisor.

GENERATED: 4/24/2014
01:16:40
Version 2.4

ACCRUAL VOUCHER FOR TAX PAYMENTS

REPUBLIC OF TURKEY
MINISTRY OF FINANCE
ADANA PROVINCIAL FINANCE OFFICE
001252 YÜREĞİR TAX OFFICE DIRECTORATE

MACHINE NR.



20140321014040000040

SERIAL NR. 20140321014040000040

TAX IDENTITY NUMBER: **21154090136** (Turkish Citizenship Number)
SURNAME (TITLE): **KAR**
NAME: **MEHMET SAİT**

Main Tax Code: 0001
ANNUAL INCOME TAX

ADDRESS: KEMALPAŞA MAH. 4464 SK.
Door Nr. 38 Apt. Nr. 2
SARIÇAM ADANA TURKEY

If declaration state Acceptance date: **21.03.2014**
Taxation Period: **01/2013-12/2013**
Arrangement Date: **21.03.2014**

Tax Type	Assessment	Rate	Amount Accrued	Amount Deducted	Amount Payable	Maturity Date
1048 5035	0,00		41,20	0,00	41,20	31.03.2014
0001 INCOME TAX	15.338,63		2.532,73	660,60	1.872,13	31.03.2014

Transaction Type : 0010
Accrual Type : 9000

Total Amount: **1.913,33 TL**

4990083397

ONE THOUSAND NINE HUNDRED AND THIRTEEN TURKISH LIRA AND THIRTY-THREE KURUS ONLY

STATEMENT BY THE TRANSLATOR: I hereby certify, that this is a correct and accurate translation from Turkish into English by me, translator-under-oath of Public Notaries and Courts of Adana/Turkey who is competent to translate.
TERCÜMAN BEYANI: Tercüme edilmek üzere bana verilen Türkçe dilindeki belgeyi İngilizce diline tam ve doğru olarak çevirdiğimi beyan ederim. Translator-Under-Oath - *Taner Göde* - Yeminli Tercüman. İşyeri Adresi: Güven Tercüme Bürosu - Atatürk Cd. No. 5 Aziz Naci İş Merkezi Zemin Kat Z3 - 01060 Seyhan Adana Türkiye Tel. (322) 363 36 36 © 2014 ©

Tel. (+90) (322) 363 36 36
363 09 13
Fax: (+90) (322) 363 14 57
GÜVEN TERCÜME BÜROSU
TRANSLATION OFFICE
www.guventercume.com.tr



GÜVEN TERCÜME BÜROSU
"TRANSLATION OFFICE - ÜBERSETZUNGSBÜRO"
Atatürk Cd. Aziz Naci İşmerk. Zemin Kat
No:65 - 01060 Seyhan-ADANA/TÜRKİYE
Tel:0.322.363 36 36 - 363 09 13 Fax: 363 14 57

YEMİNLİ TERCÜMAN
TRANSLATOR-UNDER-OATH
TANER GÖDE 11935359668

Taner Göde
Yeminli Tercüman
Diploma No: 1779665

25. APR. 2014

TAHAKKUK FIŞI

T.C
MALİYE BAKANLIĞI

ADANA

001252

YÖREĞİR

İLİ VD. BAŞKANLIĞI

VERGİ DAİRESİ MÜDÜRLÜĞÜ



20140321014040000040

20140321014040000040

MAKİNA NO

SİRA NO

VERGİ KİMLİK NUMARASI

21154090136 (T.C. Kimlik No)

SOYADI (UNVANI)

KAR

ADI

MEHMET SAİT

Ana Vergi Kodu

0001

YILLIK GELİR VERGİSİ

ADRES

KEMALPAŞA MAH/SEMT 4464 SK.
Kapı No:38 Daire No:2 Tel:
SARIÇAM ADANA

Beyanname İse Kabul Tarihi	Vergilendirme Dönemi	Düzenleme Tarihi
21/03/2014	01/2013-12/2013	21/03/2014

TÜRÜ	MATRAH	DRAZ	TAHAKKUK EDEN	MAHSUP EDİLEN	ÖDENECEK OLAN	VADESİ
1048 5035	0,00		41,20	0,00	41,20	31/03/2014
0001 GV	15.338,63		2.532,73	660,60	1.872,13	31/03/2014
				TOPLAM	1.913,33	

İşlem Türü 0010

Tık Türü 9000

4990083397

YALNIZ BİN DOKUZYÜZONÜÇ TL OTUZÜÇ Kr .dır

- Turkish central bank dollar currency

- 1 Dollar = 2.39 TL Turkish Lira

- 1.913.33 / 2.39 = \$ 800.556

Apnl. 28.2014

GÜVEN TERCÜME BÜROSU

"TRANSLATION OFFICE - ÜBERSETZUNGSBÜRO"

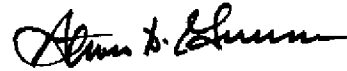
Atatürk Cad. Aziz Naci İşmerkeç Zengin Kat

No:65 - 01060 Seyhan-ADANA/TÜRKİYE

Tel:0.322. 363 36 36 - 363 09 13 Fax: 363 14 57

25. APR. 2014

Yeminli Tercüman
Diploma No: 177285



CLERK OF THE COURT

(Your Name) Mehmet Sait KAR

(Address) Kenalpasa mahi 4461 sat

NO: 50 Sarıçam/İzmirlik Adana/TURKEY

(Telephone) (+90) 533-964-9642

(Email Address) Saitkar@hotmail.com

In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

Mehmet Sait KAR

Plaintiff,

vs.

Kathleen A KAR

Defendant

CASE NO.: DL41849

DEPT. NO.: P

HEARING DATE: 22nd May 2014

HEARING TIME: 10:00 am

NOTICE OF INTENT TO APPEAR BY COMMUNICATION EQUIPMENT

COMES NOW (circle one) Plaintiff Defendant (your name), Mehmet Sait KAR
pursuant to the Order Adopting Part IX Of The Supreme Court Rules filed December 18, 2008,
and hereby submits a Notice Of Intent To Appear By Communication Equipment for the:

(check one)

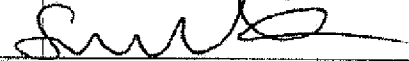
- ☐ Case Management Conference
☒ Motion Hearing
☐ Trial Setting Conference
☐ Other _____

1 currently scheduled for the 22nd day of May, 2014 at 10:00 (circle one) a.m./p.m.
2 Pacific Time.

3 For the purposes of this appearance I can be reached at the following telephone number
4 (+90) 533-964-9642 I understand that it is my responsibility to ensure that I can be
5 reached at this telephone number on the date and time of the hearing. I also understand that due
6 to the unpredictable nature of court proceedings, my hearing may be called at a time, other than
7 the scheduled time. Further, I understand that my failure to be available at the above stated
8 telephone number will constitute a nonappearance.

9
10 DATED this 2nd day of May, 2014

11
12 Respectfully Submitted By:

13 
14 (Your Signature)

15 (Your Name) Mehmet Sait KAR

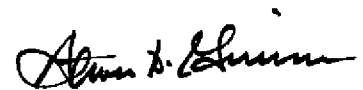
16 (Address) Kemalpaşa mah. 4464 sk

17 No: 30 Sarıçam/İncirli Adana/TURKEY

18 (Telephone) (+90) 533-964-9642

19 (Email Address) Saitkar@hotmail.com

20 In Proper Person
21
22
23
24
25



CLERK OF THE COURT

1 **NOTC**
2 Jason P. Stoffel, Esq.
3 State Bar of Nevada No. 8898
4 **ROBERTS STOFFEL FAMILY LAW GROUP**
5 2011 Pinto Lane, Suite 100
6 Las Vegas, Nevada 89106
7 PH: (702) 474-7007
8 FAX: (702) 474-7477
9 EMAIL: attorneys@lvfamilylaw.com
10 Attorney for Plaintiff, Kathleen Kar

6 **DISTRICT COURT**
7
8 **CLARK COUNTY, NEVADA**

9 KATHLEEN A. KAR,
10 Plaintiff,

11 v.

12 MEHMET KAR,
13 Defendant.

) Case No: D441849
) Dept No: P
)
)
)
)
)
)


NOTICE OF CHANGE OF ADDRESS

14
15 Comes now Roberts Stoffel Family Law Group on behalf of Plaintiff Kathleen Kar, to
16 place notice on record that Kathleen Kar, has moved to a new address and the current mailing
17 address at the following address:

18 Kathleen Kar
19 PSC 46 Box 75
20 APO AE 09469

21 Respectfully submitted this 7th
22 day of May, 2014.

22 **ROBERTS STOFFEL FAMILY LAW GROUP**

23 By: 
24 Jason P. Stoffel, Esq.
25 State of Nevada Bar No. 8898
26 2011 Pinto Lane, Suite 100
27 Las Vegas, Nevada 89106
28 PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: attorneys@lvfamilylaw.com
Attorney for Plaintiff, Kathleen Kar

CERTIFICATE OF SERVICE 7

I hereby certify that I am an employee of Roberts Stoffel Family Law Group, and on the 7th day of May, 2014, I provided a true and correct copy of the Notice of Change of Address to the Parties by electronic mail and addressed as follows:

Kathleen Kar
kathleen.kar40@gmail.com

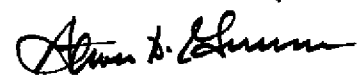
Mehmet Sait Kar
saitkar@hotmail.com

By: Mary Dege
An Employee of Roberts Stoffel Family Law Group

DISTRICT COURT
CLARK COUNTY, NEVADA

MEHMET KAR,
Defendant.

By: Megan DeJoy
Employee of Roberts Stoffel Family Law Group



CLERK OF THE COURT

1 **OPPC**
Jason P. Stoffel, Esq.
2 State Bar of Nevada No. 8898
3 **ROBERTS STOFFEL FAMILY LAW GROUP**
2011 Pinto Lane, Suite 100
4 Las Vegas, Nevada 89106
PH: (702) 474-7007
5 FAX: (702) 474-7477
EMAIL: attorneys@lvfamilylaw.com
6 Attorneys for Plaintiff

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

9 KATHLEEN KAR,
10 Plaintiff,

11 v.

12 MEHMET KAR,
13 Defendant.

) Case No: D441849
) Dept No: P
)
) **OPPOSITION TO MOTION TO HOLD**
) **MOTHER IN CONTEMPT OF COURT**
) **ET AL.**
) **AND**
) **COUNTERMOTION TO DISMISS CASE**
) **FOR LACK OF SUBJECT MATTER**
) **JURISDICTION/IMPROPER FORUM;**
) **AFFIDAVIT OF ATTORNEY JASON P.**
) **STOFFEL, ESQ. ON BEHALF OF**
) **PLAINTIFF UNDER NRS 15.010**
)
) **DATE OF HEARING: May 22, 2014**
) **TIME OF HEARING: 10:00 a.m.**
)
)

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

I.

ISSUES

COMES NOW the Plaintiff, Kathleen Kar, by and through her attorney of record Jason P. Stoffel, Esq. of Roberts Stoffel Family Law Group, and hereby moves the Court for the following relief:

1. All requests for relief in Defendant's motion be denied.
2. For this Court to dismiss this case as no Parties reside in the State of Nevada with the Plaintiff and the minor child residing in England and the Defendant is living in Turkey.
3. For other relief deemed just and proper under the circumstances.

ROBERTS STOFFEL FAMILY LAW GROUP

By: _____


Jason P. Stoffel, Esq.
State of Nevada Bar No. 8898
2011 Pinto Lane, Suite 100
Las Vegas, Nevada 89106
PH: (702) 474-7007
FAX: (702) 474-7477
EMAIL: attorneys@lvfamilylaw.com
Attorney for Plaintiff

II.
Statement of Facts

The Parties to this action are the Plaintiff, Kathleen Kar ("Plaintiff") and the Defendant Mehmet Kar ("Defendant"). The Parties are divorced and have one child in common, Alexander Kaan Kar, born April 1, 2008. For the reasons stated herein, the Defendant's motion has no merit and the Court should be inclined to dismiss this case as no Party and the minor child do not live in Nevada since February 2014 and the Plaintiff has no intention of returning to Nevada since she is in military service in England.

The Defendant has been a resident of Turkey for many years. He has had very little contact with the minor child. He refuses to pay the correct amount of child support and owes the Plaintiff several thousand dollars in child support.

The Court at the June 2013 hearing in this matter stated that Skype visitation is not a valid form of visitation and it was up to the Plaintiff if she wanted to continue with this. The Plaintiff is not obligated if she did not believe it was in the child's best interest so any requirement for Skype contact was terminated in June 2013 by the Court's order. However, the Plaintiff can always voluntarily reach out to the Defendant if the minor child so desires.

The Plaintiff was already awarded sole legal and sole physical custody of the minor child. This matter was before this Court in June of 2013 and this was a final custodial order. See Exhibit 1. The Defendant knew about the hearing and the email thread attached, as already established at the June 2013 hearing, establish that. See Exhibit 2. The Parties primarily communicate via email.

The Defendant knew about the hearing and failed to participate. He acknowledges in his current motion that he received the motion that the Plaintiff filed requesting sole custody of the child. The hearing did need to proceed for decision on June 11, 2013 as there was a change of

1 custody from primary custody to sole legal and sole physical custody. The Plaintiff did nothing
2 wrong in her request for relief. The Court properly granted an unopposed motion.

3 He had had his procedural due process of notice of a hearing and an opportunity to be
4 heard. He could have requested a telephonic appearance (like he is currently doing for his
5 motion). He chose not to. He did not file an opposition since emails around that time indicated
6 that the Defendant did not want to participate in the proceedings. The Defendant was mailed a
7 copy of the Court ordered awarding the Plaintiff sole custody of the child. The Court correctly
8 granted an unopposed motion as stated.

10 As there is no merit to the motion, the Court should deny the Defendant's motion for
11 contempt findings against the Plaintiff. There is no order in place that the Plaintiff has violated.

12 Plaintiff, a member of the United States military, received her military orders to be
13 immediately relocated to the country of England as part of a PCS (Permanent Change of Duty
14 Station. See Exhibit 3. It was then determined she would be going to England.

15 This email was from November 4, 2013. This is well AFTER the June 2013 hearing.
16 How could the Plaintiff know she was going to be assigned to relocate to England in June of 2013
17 when she did not get the orders until November 2013? Additional documentation indicating that
18 the Plaintiff has been assigned to England/United Kingdom is in Box #9 in this attached military
19 form she recently received earlier this year. See Exhibit 4.

21 The Plaintiff is expected to be there for at least 2-3 years and there is no guarantee she
22 will even come back to Nevada at that time. She could always leave military service and just stay
23 in England as she will develop family roots there. She remarried before she left and has been in
24 England since approximately February 15, 2014.

25 The Defendant now is asking for relief that is improper. There already is a final custodial
26 order. More than six (6) months have passed since the entry of the order. All child
27
28

1 visitation/contact is solely at the Plaintiff's discretion. There is no order that the Plaintiff is
2 violating.

3 The current child support can remain as this was litigated in June 2013 and the Defendant
4 did not oppose it or file a reconsideration motion timely. The Defendant will not cooperate with
5 child support but that issue is not before the Court at this hearing.

6 The Defendant is a stranger to the child. The child has not seen his father for many years
7 and that is by the Defendant's own choice. The Defendant was so infrequent with Skype contact
8 that the Plaintiff believed it was causing more harm than good. That is why she filed her motion
9 for sole custody in the spring of 2013. That motion was correctly granted.

10 With all visitations at the Plaintiff's discretion, perhaps the Defendant would do what is
11 best for the child and basically stay out of the child's life at this time since he has failed to
12 maintain a meaningful relationship with the child. It is an unfortunate situation but this situation
13 was created by the Defendant not wanting to have a relationship with the child.

14 There is no basis for the Defendant to have Joint Legal Custody. The Defendant has not
15 participated in any decision in the child's life for several years. The child is thriving in the
16 Plaintiff's care so the current order of Sole Legal Custody should stand and remain as an order of
17 the Court.

18 Lastly, this Court may be inclined to either dismiss this case or instruct the Defendant to
19 file an action/domesticate the current action in the country of England where the Plaintiff and the
20 minor child reside. The Court has no reason to have this case active when no one, including the
21 minor child, lives in the United States at the present time and there already is an order of the
22 Court awarding the Plaintiff sole legal and sole physical custody with all visitation at the
23 Plaintiff's discretion. The Plaintiff just requests that the Court to what is deemed appropriate but
24 clearly this Court is an inconvenient forum for all Parties.

1 For these reasons, the Court should deny the Defendant's motion and grant the Plaintiff's
2 countermotion.

3 III.

4 OPPOSITION

5 *Legal Analysis*

6 I. There is no basis to modify the current custody arrangement

7 What is clear is that by his conduct, the Defendant has refused to foster any relationship
8 with his son or want a relationship. That is why the Plaintiff filed her motion in 2013. Now,
9 almost a year later, the Defendant is complaining that the Plaintiff is not respecting his rights as a
10 parent. Here, there are very little rights that the Defendant even has at this time. What is the
11 reason to modify any custody or visitation label when the Plaintiff already has sole custody of the
12 child and all visitations are at the Plaintiff's discretion?
13

14 The Defendant is focusing on what is in "his" best interest and not on the child's best
15 interest. The Defendant even acknowledges written correspondence from the Plaintiff that the
16 child does not want a relationship with the Defendant. When the child wants a relationship, that
17 is when the correct time is when the Plaintiff will ensure a relationship develops. If the
18 Defendant wanted a relationship, why didn't he oppose the motion for sole custody last year? It
19 sounds like this is a classic case of "buyer's remorse" where he was ok with an arrangement
20 initially and now wants to modify the existing order when the facts and the law are not on his
21 side.
22

23 If the Defendant wanted to modify an order, he could have timely filed a motion under
24 NRCP 60(b). He did not. It is unclear why now he files an untimely motion to modify or perhaps
25 set aside a valid Court order. The court can even summarily deny his motion without a hearing as
26 it has no merit.
27
28

1 Modifying the current custody arrangement is not warranted. This matter was litigated in
2 June 2013. What facts since June 2013 warrant further proceedings or the *Rooney* standard to
3 have adequate cause for another hearing? It would be the Plaintiff's position that this matter is a
4 decided/*res judicata* issue. The Defendant is looking for a second bite at the apple and that is
5 inappropriate.

6
7 **II. There is no contempt of court and no basis for sanctions against Plaintiff**

8 Disobedience is defined as "lack of obedience or refusal to comply; disregard or
9 transgression" and resistance is defined as "the act or power of resisting, opposing, or
10 withstanding." The moving Party is required to prove contempt by clear and convincing
11 evidence. *Battaglia v. United States*, 653 F.2d 419 (1981).

12 Moreover, pursuant to *NRS* § 22.030 (2), requests for contempt **must** be accompanied by
13 an affidavit which provides the "facts constituting contempt." The Court does not gain
14 jurisdiction over the issue of contempt unless an affidavit with "all essential material facts" are
15 presented to the Court. *See also Awad v. Wright*, 106 Nev. 407, 794 P.2d 713 (1993).

16 The failure to provide the affidavit cannot be cured by proof at a hearing because until the
17 affidavit is provided, the Court does not have jurisdiction to hear the issue of contempt. *Id* at 409.
18 If contempt is found after the person answers to the charges and the Court takes evidence. Not
19 only has the Defendant failed to comply with the "facts constituting contempt" as required in an
20 *Awad* affidavit, he cannot point to one current court order that the Plaintiff is allegedly violating.
21 General affidavits like was submitted to the Court are insufficient.

22 Here, there is no order that is being violated, no specific affidavit directing the Court to
23 what is being allegedly violated, and thus there is no contempt of Court. There is no fraud here
24 since the Defendant consented to the request for sole custody and it was granted by the Court. He
25 received the order from the Court and now complains. His requests for relief have no merit.
26
27
28

1 Since his claims have no merit, there is no need for the Court to consider any sanctions
2 since again, the Plaintiff is doing nothing wrong by following the current order of this Court.
3 When the Defendant was not on Skype at the designated time, why is the Plaintiff being punished
4 since she and the minor child cannot wait all day for the Defendant to log on? That ship has
5 sailed and that day is over since the Court stated and ordered that all visitation is at the discretion
6 of the Plaintiff.
7

8 What is upsetting is that the Defendant resorts to attacking the credibility of the Plaintiff
9 when there is no reason to do that. She is a USAF Technical Sergeant. The Plaintiff wants to
10 move on with her life living in England but now has the stress of dealing with a motion from the
11 Defendant that has no merit.

12 **III. Any reconsideration/set aside request for relief is untimely and moot.**

13 What legal basis is there to set aside the June 2013 order? NRCP 60(b) and
14 reconsideration relief is not available as being untimely. The Defendant can cite all of the statutes
15 that he wants but if he read them, he would see that his requests for relief are untimely so this is a
16 procedural defense.
17

18 Assuming for argument sake that his motion for a set aside of the order was timely, there
19 is no substantive basis as well. The Plaintiff has done nothing wrong and has a Court order that
20 allows her to have sole custody of the child and all visitation is at her discretion.

21 It is always possible for a member of the military to get orders to relocate out of Nevada.
22 This was NOT known at the June 2013 hearing and only known several months later. However,
23 the residence of the Plaintiff and the child are irrelevant with the Defendant having no actual
24 contact with the child and all visitation is solely at the Plaintiff's discretion.
25
26
27
28

1 **IV. Child Support can stay at the current amount.**

2 The Defendant does not want to pay child support and he has not as ordered by the Court.
3 He has untimely asked for this Court to reconsider a prior order but there is no legal basis for this.
4 He can file his request in three (3) years when he is eligible for a child support review as the
5 Court took information as it was at the time of the June 2013 hearing and ruled against the
6 Defendant accordingly. The big picture is that since he is not paying the correct amount of child
7 support anyways, what does he care that it should be set at?
8

9 The Court has broad power to impute income. It was done based on the Nevada Average
10 Wage. Perhaps if the Defendant actually filed an opposition before the motion was heard, this
11 issue could have been decided and contested at the time. Now, the Defendant wants to
12 retroactively modify everything and there is no case law in Nevada that supports this. The
13 Defendant has a child support order he does not like but he has no remedy at this time based on
14 the unique facts of this case.
15

16 Although there are no child support arrears issues that are properly before the Court, the
17 Plaintiff wants to give the Defendant credit for the following child support payments he had made
18 since the last hearing in this matter through Pay Pal:

19	• 8/12/13	\$190
20	• 10/11/13	\$150
21	• 11/12/13	\$100
22	• 12/06/13	\$140
23	• 1/16/14	\$120
24	• 2/10/14	\$120
25	• 3/10/14	\$120
26	• 4/14/14	\$100

1 The Defendant owes substantial arrearages but that is not requested to be addressed at the
2 hearing. The Plaintiff can file a separate motion if she believes that is appropriate.

3 IV.

4 COUNTERMOTION

5 A. Nevada is not a convenient forum in this matter to litigate and this matter
6 should either be closed or dismissed as no Party resides in the State of
7 Nevada.

8 This Court must see that there are already custody orders in place but that was when the
9 Defendant was in Turkey and the Plaintiff and the minor child lived in Nevada. Subsequent to
10 the June 2013 hearing, the Plaintiff received her military orders to relocate to England at the end
11 of November 2013.

12 Nevada may not be the proper venue to hear subsequent hearings under the doctrine of *res*
13 *judicata* and the Full Faith and Credit Clause of the United States Constitution. Although the
14 Country of Turkey is not a "State" for purposes of this action, the effect is the same – another
15 country should respect the valid orders from a state within the United States.

16 The Full Faith and Credit Clause of the Article IV, Section 1, of the U.S. Constitution—
17 provides that the various states must recognize legislative acts, public records, and judicial
18 decisions of the other states within the United States. It states that "Full Faith and Credit shall be
19 given in each State to the public Acts, Records, and judicial Proceedings of every other State."
20 The statute that implements the clause, 28 U.S.C.A. § 1738, further specifies that "a state's
21 preclusion rules should control matters originally litigated in that state." The Full Faith and
22 Credit Clause insures that judicial decisions rendered by the Courts in one state are recognized
23 and honored in every other state. It also prevents parties from moving to another state to escape
24 enforcement of a judgment or to re-litigate a controversy already decided elsewhere, a practice
25 known as forum shopping barred by *res judicata*.
26
27
28

1 There is no doubt that any order from Nevada should be recognized in England.

2 The preclusive effect of a judgment is defined by claim preclusion and issue preclusion,
3 which are collectively referred to as "*res judicata*." Under the doctrine of claim preclusion, a
4 judgment forecloses successive litigation of the very same claim, whether or not re-litigation of
5 the claim raises the same issues as the earlier suit (*Taylor v. Sturgell*, 553 U.S. 880 (2008)).
6

7 It is unclear why the Defendant is seeking enforcement of a Nevada order (when the
8 current order is sole custody and the Plaintiff will have the discretion to determine the
9 Defendant's visitation) when he clearly states in his motion that he lives in Turkey and that the
10 child and the Plaintiff resides in England.

11 **NRS 125A.045 "Child custody determination" defined.**

12 1. "Child custody determination" means a judgment, decree or other
13 order of a court which provides for the legal custody, physical custody or
14 visitation with respect to a child.

15 2. The term includes a permanent, temporary, initial and modification
16 order.

17 3. The term does not include an order relating to child support or other
18 monetary obligation of a natural person.

19 (Added to NRS by 2003, 990)

20 **NRS 125A.055 "Child custody proceeding" defined.**

21 1. "Child custody proceeding" means a proceeding in which legal
22 custody, physical custody or visitation with respect to a child is an issue.

23 2. The term includes a proceeding for divorce, separation, neglect,
24 abuse, dependency, guardianship, paternity, termination of parental rights
25 and protection from domestic violence, in which the issue may appear.

26 3. The term does not include a proceeding involving juvenile
27 delinquency, contractual emancipation or enforcement pursuant to NRS
28 125A.405 to 125A.585, inclusive.

(Added to NRS by 2003, 991)

NRS 125A.305 Initial child custody jurisdiction.

1. Except as otherwise provided in NRS 125A.335, a court of this State
has jurisdiction to make an initial child custody determination only if:

(a) This State is the home state of the child on the date of the
commencement of the proceeding or was the home state of the child within 6
months before the commencement of the proceeding and the child is absent
from this State but a parent or person acting as a parent continues to live in
this State;

(b) A court of another state does not have jurisdiction pursuant to
paragraph (a) or a court of the home state of the child has declined to

1 exercise jurisdiction on the ground that this State is the more appropriate
2 forum pursuant to NRS 125A.365 or 125A.375 ...

3 **NRS 125A.365 Inconvenient forum.**

4 1. A court of this state which has jurisdiction pursuant to the
5 provisions of this chapter to make a child custody determination
6 may decline to exercise its jurisdiction at any time if it determines
7 that it is an inconvenient forum under the circumstances and that a
8 court of another state is a more appropriate forum. The issue of
9 inconvenient forum may be raised upon motion of a party, the
10 court's own motion or request of another court.

11 2. Before determining whether it is an inconvenient forum, a
12 court of this state shall consider whether it is appropriate for a court
13 of another state to exercise jurisdiction. For this purpose, the court
14 shall allow the parties to submit information and shall consider all
15 relevant factors, including:

16 (a) Whether domestic violence has occurred and is likely to
17 continue in the future and which state could best protect the parties
18 and the child;

19 (b) The length of time the child has resided outside this state;

20 (c) The distance between the court in this state and the court in
21 the state that would assume jurisdiction;

22 (d) The relative financial circumstances of the parties;

23 (e) Any agreement of the parties as to which state should
24 assume jurisdiction;

25 (f) The nature and location of the evidence required to resolve
26 the pending litigation, including testimony of the child;

27 (g) The ability of the court of each state to decide the issue
28 expeditiously and the procedures necessary to present the evidence;
and

(h) The familiarity of the court of each state with the facts and
issues in the pending litigation.

3. If a court of this state determines that it is an inconvenient
forum and that a court of another state is a more appropriate forum,
it shall stay the proceedings upon condition that a child custody
proceeding be promptly commenced in another designated state and
may impose any other condition the court considers just and proper.

4. A court of this state may decline to exercise its jurisdiction
pursuant to the provisions of this chapter if a child custody
determination is incidental to an action for divorce or another
proceeding while still retaining jurisdiction over the divorce or
other proceeding.

(Added to NRS by 2003, 997)

1 With no one living in Nevada, this is an inconvenient forum to litigate. The only reason
2 that the Plaintiff was in Nevada was for military service. Now military service has taken her to
3 England.

4 The Plaintiff has no ties at all to Nevada. Her residence is Nevada. Her vehicle is
5 registered in England. She is registered to vote in England. There is just no reason to presume
6 that the Plaintiff and the child are Nevada residents since there is no guarantee she will ever
7 return to Nevada or even the United States. The Defendant has never been a Nevada resident.

8 With the child and the Plaintiff going to be residing in the England for the next
9 foreseeable several years, this matter is best litigated in England if the Court determines that is
10 best. There is no reason to fill up this Court's morning docket and waste Nevada taxpayer money
11 when this Court has no vested interest in determining this matter with non-Nevada residents.
12

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28