

Docketing statement question 26 attachment 7


CLERK OF THE COURT

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

14 KIRK ROSS HARRISON,

15 Plaintiff,

16 vs.

17 VIVIAN MARIE LEE HARRISON,

18 Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing: 12 / 18 / 2013
Time of Hearing: 11 : 00 AM

ORAL ARGUMENT REQUESTED:
YES XX NO

19 **NOTICE:** PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO
20 THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDER-SIGNED WITH A COPY
21 OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE
22 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.

23 **PLAINTIFF'S MOTION TO ALTER, AMEND, CORRECT AND CLARIFY JUDGMENT**

24 COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys,
25 THOMAS J. STANDISH, ESQ., of the law firm JOLLEY, URGAS, WIRTH, WOODBURY &
26 STANDISH, and EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and hereby
27 moves this Court, pursuant to NRCP 52(b) and NRCP 59(e), to alter, amend, correct and clarify the
28 Decree of Divorce entered by this Court on October 31, 2013.

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1 This Motion is made and based upon the Points and Authorities submitted herewith, the
2 Affidavits attached hereto, the Exhibits attached hereto, and upon the oral argument of counsel at the
3 time of hearing.

4 DATED this 14 day of November, 2013.

5 KAINEN LAW GROUP, PLC

6
7 By: 

8 EDWARD L. KAINEN, ESQ.
9 Nevada Bar No. 5029
10 10091 Park Run Drive, Suite 110
11 Las Vegas, NV 89145
12 *Attorneys for Plaintiff*

13 **NOTICE OF MOTION**

14 TO: VIVIAN MARIE HARRISON, Defendant; and

15 TO: RADFORD SMITH, ESQ. and GARY SILVERMAN, ESQ., counsel for Defendant;

16 PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on for
17 hearing before the above-entitled Court on the 12 / 18 / 2013 day of _____, 2013, at the hour of
18 11 : 00 AM .m., or as soon thereafter as counsel may be heard.

19 DATED this 14 day of November, 2013.

20 KAINEN LAW GROUP, PLLC

21 By: 

22 EDWARD L. KAINEN, ESQ.
23 Nevada Bar No. 5029
24 10091 Park Run Drive, Suite 110
25 Las Vegas, Nevada 89145
26 *Attorney for Plaintiff*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

After the terms of the settlement between the parties were memorialized on the record before the Court during the hearing on December 3, 2012, this Court granted an absolute Decree of Divorce. Kirk's counsel thereafter prepared and provided a Marital Settlement Agreement to Vivian's attorneys on February 19, 2013. Vivian's attorneys made written assurances they would provide a response. (*See* Kirk's Motion for Scheduling Order, filed 9.14.13, p. 11, l. 13-20.) However, four and one-half months elapsed without a response. Left with no alternative, Kirk's counsel filed a Motion to Enter Decree on May 13, 2013, attaching a proposed Decree of Divorce at that time.

As of September 4, 2013, Vivian's attorneys had still failed to respond to the Marital Settlement Agreement, which had been provided to them on February 19, 2013 – *over six and one-half months earlier*. Pursuant to EDCR 5.25(b), Vivian's attorneys were required to file an opposition to Kirk's Motion to Enter Decree, filed May 13, 2013, within ten (10) days. As of September 4, 2013, Vivian's attorneys had failed to file an opposition to Kirk's Motion to Enter Decree for *one hundred fourteen (114) days*. Again, left with no alternative, Kirk's counsel filed a Motion for Scheduling Order on September 4, 2013.

On September 19, 2013, this Court entered its Order Incident to the Order Resolving Parent/Child Custody Issues and December 3, 2013 Hearing, wherein this Court ordered the submission of a proposed Decree of Divorce from both parties. Since Vivian's attorneys had Kirk's proposed Decree of Divorce since May 13, 2013, they had ample opportunity and did, in fact, respond Kirk's proposed Decree of Divorce by way of Vivian's submission of a proposed Decree of Divorce. In contrast however, although Kirk's counsel responded to Vivian's attorneys' "Notes" and "Explanation," Kirk was not afforded an opportunity to respond to the provisions contained in Vivian's proposed Decree of Divorce and, more particularly, the provisions thereof which are wholly inconsistent with the agreement between the parties and the record memorialized before the Court on December 3, 2012.

...

...

...

1 **II. ARGUMENT**

2
3 **A. A Motion To Alter or Amend Is Proper As There Has Been Judicial Error Caused
By the Submission Of Vivian's Proposed Decree of Divorce**

4 A motion to amend is proper when there has been judicial error in the judgement. NRCp 52(b)
5 provides:

6 Upon a party's motion filed not later than 10 days after service of written notice of entry
7 of judgment, the court may amend its findings or make additional findings and may
8 amend the judgment accordingly. The motion may accompany a motion for a new trial
9 under Rule 59. When findings of fact are made in actions tried without a jury, the
sufficiency of the evidence supporting the findings may later be questioned whether or
not in the district court the party raising the question objected to the findings, moved to
amend them, or moved for partial findings.

10 A motion to amend must be filed within ten days after service of the notice of entry of the
11 judgment. NRCp 59(e) provides:

12 (e) Motion to Alter or Amend a Judgment. A motion to alter or amend the judgment
13 shall be filed no later than 10 days after service of written notice of entry of the
judgment.

14 A motion to alter or amend the judgment is proper where there has been judicial error, as
15 opposed to clerical error, in a judgment of the Court. *See, e.g., Koester v. Administrator of Estate of*
16 *Koester*, 101 Nev. 68, 73, 693 P.2d 569, 573 (describing the court's general power to correct clerical
17 errors); 4 LITIGATING TORT CASES § 46:14 (2011) ("The motion must seek to "alter or amend" the
18 judgment, i.e., requesting to correct judicial error as opposed to clerical error."). A "judicial error" is
19 one in which the Court made an error in the consideration of the matters before it, as opposed to an error
20 in the judgment itself that did not reflect the true intention of the Court. *See, e.g., Presidential Estates*
21 *Apartment Associates v. Barrett*, 917 P.2d 100, 103-04 (Wash. 1996).

22 As a consequence of the errors contained in Vivian's proposed decree of divorce, there are errors
23 contained in the Decree of Divorce, entered by the Court on October 31, 2013.

24
25 **B. Both Parties Have Consistently Acknowledged That Kirk's Separate Property
Accounts Are Kirk's Separate Property and Were, Therefore, Never To Be Divided**

26 **1. The Difference in the Proposed Decrees of Divorce**

27 The proposed Decree of Divorce provided by Kirk, provided that Kirk would keep the entire
28 balance in each of his separate property accounts ending in 8682, 2713, 1275, 8032, and 2521. *See,*

1 Kirk's proposed Decree, p. 11, ¶10 & 11; p. 12, ¶12, 13 & 15. Accounts 8682, 2713, 1275, and 8032
2 are separate property accounts which existed prior to marriage and Kirk has maintained separately or
3 are an account Kirk established when his father passed away to deposit money he received from his
4 parents' estates and which also have been maintained separately. The account ending in 2521 is the
5 separate property account Kirk established during the pendency of the divorce to deposit separate
6 property funds, which have been utilized to pay Kirk's normal ongoing bills.

7 In the proposed Decree of Divorce provided by Vivian, Vivian proposed that the money in each
8 of Kirk's separate property accounts ending in 8032, 8682, 2713 and 1275 be equally divided. *See*,
9 Vivian's submission, filed 9.27.13, Exh. D, p. 8, ¶6.16; p. 6, ¶6.18, 6.19; p. 9, ¶ 6.21. Vivian's proposed
10 Decree also proposed that the money in the account ending in 8278 be equally divided. *See*, p. 8, ¶6.17
11 The account ending in 8278 is the separate property account Kirk established when the Court ordered
12 that \$700,000.00 in community funds be equally divided to provide each party with \$350,000.00 for the
13 payment of attorneys' fees and costs. This account was opened on March 2, 2012 and is entitled, "Fee
14 Account" and has been used solely by Kirk to pay attorneys' fees and costs. After the initial
15 \$350,000.00 was exhausted, Kirk deposited additional separate property funds into this account to pay
16 for attorneys' fees and costs.

17 Unfortunately, the Court adopted Vivian's erroneous provisions as set forth in the Decree of
18 Divorce, entered October 31, 2013, p. 9, ¶10; p. 10, ¶11, 12, 13 & 14. As a consequence, the following
19 provisions are also in error, p. 16, ¶10, 11, 12, 13; p. 17, ¶16.

20
21 **2. The Record Before the Court Is Clear That Kirk's Separate Property
Accounts Were Never To Be Divided**

22 During the hearing on December 3, 2012, a record was made regarding the accounts which were
23 remaining to be divided. The record before the Court is clear that at the time of the hearing on December
24 3, 2012, there were only five remaining accounts to be divided. First, there was a million dollar account
25 which was set aside to equalize the division of assets between the parties. (Hearing Transcript, 12/3/12,
26 p. 9, l. 15-18). Second, there was a retirement account remaining to be divided based upon the terms
27 of a qualified domestic relations order. (Hearing Transcript, 12.3.12, p. 9, l. 12-15) Third, there were
28 three remaining identified accounts to also be divided:

1 There are three accounts that have not been divided, not counting the retirement account
2 that is in the process. We have a draft of a qualified order that's been circulated. Those
3 three accounts are Kirk's checking account that ends in 4040, the number, and a money
market account also in Kirk's name ending in 5111, and then the Harrison Dispute
Resolution, LLC account, which actually ends in, the number 4668.

4 (Hearing Transcript, 12.3.12, p. 9, l. 20-25; p. 10, l. 1)

5 The record is absolutely clear that only those five accounts were remaining to be divided. There
6 was no reference whatsoever to Kirk's separate property accounts, as these are Kirk's separate property
7 and, for that reason, were never going to be divided. Consistently, when Kirk's attorneys identified the
8 accounts to be equally divided, Vivian's attorneys **did not** apprise the Court that additional accounts
9 – these separate property accounts of Kirk – were also to be divided. It was not until the submission of
10 Vivian's proposed Decree *almost ten months later*, on September 27, 2013, did Vivian's attorneys
11 advocate that Kirk's separate property accounts should also be divided.¹

12 There was never an agreement between the parties "regarding the equal division of all cash
13 accounts" as erroneously alleged in the "Explanation" submitted by Vivian. *See*, Vivian's submission,
14 9/27/13, p. 4, l. 16-21. Such an agreement is totally nonsensical as it would require Kirk to divide
15 accounts which were already the result of the parties equally dividing community funds and
16 transforming them into separate property funds. Vivian, in effect, would then get one-half of Kirk's
17 one-half.

18 ...

19 ...

20 ...

21 ...

22 _____
23 ¹ It should be noted when Kirk submitted his proposed Decree as an attachment to his Motion To Enter
24 Decree of Divorce, filed May 13, 2013, Kirk added three accounts which are in Vivian's name, the
25 community nature of which has never been in dispute. (Kirk's proposed Decree, p. 6, l. ¶5, 6 & 7.)
26 These three accounts were only added for **purposes of completeness** so that **all community accounts**
27 **were identified**, as Kirk believed the amount of money in these accounts was de minimis. To the extent
28 the addition of these accounts is inconsistent with the record before the Court on December 3, 2012,
Kirk will waive any interest in these accounts, despite the fact both parties have always agreed these
accounts are community property. One of these accounts is the checking account Vivian utilized during
the marriage. According to Exhibit E, filed by Vivian on September 27, 2013, the total money in all
three of these accounts is \$477.00 [278 + 7 + 192].

3. **After Vivian's Attorneys Received Extensive Responses in Discovery Confirming the Subject Accounts Only Contained Kirk's Separate Property Funds, the Financial Experts On Behalf of Both Parties, Jointly Determined The Relative Community and Separate Property Interests in the Ranch Parcels that Kirk Had Acquired From His Sisters On the Basis that the Funds in Those Separate Property Accounts Were And Are Kirk's Separate Property**

Kirk filed his Financial Disclosure Form on February 12, 2012. A true and correct copy is attached hereto as **Exhibit "1."** Exhibit 2 to the FDF identifies the same four separate property accounts ending in 8682, 2713, 1275 and 8032 as being Kirk's separate property.² The following is a brief history of these four accounts:

1. Bank of America account ending in 8682 – Kirk has had this account since he was in high school. The account was originally with the Pioche Office of Nevada National Bank. Nevada National Bank was later acquired by Security Pacific Bank. Security Pacific Bank was subsequently acquired by Bank of America.
2. Nevada Bank & Trust account ending in 2713 – this was a joint account Kirk had with his father, with full right of survivorship, prior to his marriage to Vivian. When Kirk's father passed away on October 30, 1990, he became the sole owner of the account.
3. Nevada Bank & Trust account ending in 1275 – the account ending in 2713 is a non-interest bearing checking account. Therefore, Kirk purchased a certificate of deposit at Nevada Bank & Trust with most of the funds in that account and thus created this account.
4. Wells Fargo account ending in 8032 – Kirk opened an account at First Interstate Bank on November 29, 1990, to deposit all monies he received from his father's estate and all monies he received from the lease and sale of Kirk's parents' family home, which Kirk and his sisters inherited from their mother when she passed away in 1983. Kirk's father lived in the family home until the time of his death. The home was subsequently leased and sold. Sometime after all monies were received from his father's estate and the family home was sold, Kirk purchased a certificate of deposit at FIB with all of the funds in that account and thus created this account. Wells Fargo subsequently acquired First Interstate Bank.

² Also identified as separate property is UBS account ending in 8538, which holds the funds Kirk acquired as separate property pursuant to a separate property agreement with Vivian, whereby she acquired the same amount of funds to purchase the house for the Atkinsons. As noted previously, the account ending in 2521 is the separate property account Kirk established subsequently during the pendency of the divorce to deposit separate property funds, which has been utilized to pay Kirk's normal ongoing bills.

Kirk's extensive discovery responses confirm that each of Kirk's separate property accounts only contain Kirk's separate property. On or about March 8, 2012, Kirk produced Plaintiff's First Supplemental Response to Defendant's First Request for Production of Documents. Included in these documents are the following:

REQUEST FOR PRODUCTION NO. 11:

Please produce any and all documents evidencing any inheritance received by Plaintiff or Defendant during the time of the parties' marriage, and any and all property or assets acquired through or attributable to any rents, issues, and profits from such inheritance.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

See the following documents submitted herewith:

1. Probate Final Order dated 5/8/02 PLTF000798 - PLTF000800
2. 1/25/88 letter from Associated Food Stores, Inc.
regarding Patron's credit receipts PLTF000801
3. 11/21/90 letter from Kirk Harrison to Associate Food Stores, Inc.
regarding Patron's credit receipts PLTF000802 - PLTF000806
4. Check 1041 payable to Kirk Harrison in the amount
of \$45,543.68 and supporting deposit documents PLTF000807 - PLTF000809
5. Letter from Kirk Harrison to Nevada Bank & Trust
requesting cashier's check for \$48,900 PLTF000810 - PLTF000811
6. Check register and backup documents for First Interstate
Bank account ending 5565 PLTF000812 - PLTF000828

As part of this production, Kirk also produced, in response to request #15, *inter alia*, the following:

5. Bank of America, Ending 8682
Kirk Harrison
Period ending: 7/8/09 - 2/3/12 PLTF002656 - PLTF002782
11. Nevada Bank & Trust, Ending 2713
Kirk Harrison
Period ending: 6/9/09 - 1/9/12 PLTF003679 - PLTF003759

On or about October 1, 2012, Kirk provided Plaintiff's Response to Defendant's Second Set of Interrogatories. In response to Interrogatory #28, Kirk explained the source of funds utilized to purchase his sisters' interests in the family ranch as follows:

I purchased my sister Janie's undivided one-fourth interest in Parcel #6050-A-1 and her undivided one-third interest in Parcel #6052 on or about December 29, 1994 for the total purchase price of \$60,000.00. \$11,100 of the \$60,000 purchase price came from

1 a separate property account at FIB (#0380145565). My Dad passed away on October 30,
2 1990. I opened this separate property account with FIB on November 29, 1990 to deposit
3 all monies I received from my Dad and all monies I received from the lease and sale of
4 our family home in Caliente, Nevada. \$48,900 of the \$60,000 purchase price came from
5 what I then believed to be a totally separate property account at Nevada Bank & Trust
6 (#1802792). I had purchased my home, located at 5100 Bromley Avenue in Las Vegas,
7 on October 4, 1979 – over three (3) years before my marriage to Vivian. I had purchased
8 the home for \$72,400 with a \$12,400 down payment and a note for \$60,000.00. When
9 I sold this house, I calculated what I believed at the time to be a very conservative
10 estimate of the separate property portion of the proceeds from the sale of that home, and
11 had the escrow company cut two checks based upon that calculation – one for
12 \$45,543.68 and one for \$67,000.00. I opened the account at Nevada Bank & Trust in
13 July of 1992 and deposited \$45,543.68, which I believed to be 100% my separate
14 property. I deposited the \$67,000.00 into a community property account.

15 I purchased my sister Jo Lyn's undivided one-fourth interest in Parcel #6050-A-1
16 and her undivided one-third interest in Parcel #6052 in May of 1998 for a total of
17 \$70,000.00. \$19,000.00 of the \$70,000 purchase price was from the separate property
18 account at FIB, however, by then it was Wells Fargo Bank.

19 I purchased my sister Kaye's undivided one-fourth interest in Parcel #6050-A-1
20 and her undivided one-third interest in Parcel #6052 in December of 1998 for a total of
21 \$110,000.00 utilizing community funds.

22 On or about October 1, 2012, Kirk provided Plaintiff's Response to Defendant's Third Request
23 for Production of Documents. In response to Request #38, Kirk provided, *inter alia*, the following
24 documents:

25 Documents evidencing source of funds have been previously provided in
26 response to a prior request for production. See, Bates-stamped nos. PLTF000798 -
27 PLTF000809 and PLTF000812 - PLTF000828. The following additional documents
28 are being produced herewith:

1. Letter dated June 29, 1992 from Minnesota Title Ins. to Kirk R. Harrison
Re: Escrow No. 23-86407-KO **PLTF010061 - PLTF010064**
2. Monthly statements for Nevada Bank & Trust account # 1802792
(July 31, 1992 through January 31, 1995) **PLTF010065 - PLTF010101**
3. Copy of the cashier's check, in the amount of \$11,100.00
made payable to Northern Nevada Title, from First Interstate
Bank, dated December 29, 1994 **PLTF010102**
4. Copy of personal check, in the amount of \$51,000.00, made
payable to Walther Key Trust Account, drawn on account number
ending 4040, and copy of Cashier's Check, in the amount of
\$19,000.00, dated March 18, 1998, made payable to Walther
Key Trust Account, drawn on Wells Fargo Bank **PLTF010103**

29 After the production of all of the documentation relative to Kirk's separate property accounts
30 and Kirk's answers to interrogatories referenced above, the parties participated in a settlement meeting

1 on or about November 29, 2012. During that settlement meeting, the financial experts on behalf of both
2 parties – Cliff Beadle, on behalf of Kirk and Melissa Attanasio and Brian Boone (via telephone), on
3 behalf of Vivian – jointly determined the relative community and separate property interests in the ranch
4 parcels that Kirk had acquired from his sisters **on the basis that the funds in the separate property**
5 **accounts were and are Kirk's separate property.** At no time during the negotiations beginning on
6 November 29, 2012, and culminating in the settlement which was memorialized on the record before
7 this Court on December 3, 2012, did Vivian's attorneys or financial experts take the position that Kirk's
8 separate property accounts were not Kirk's separate property. *See*, Affidavit of Clifford R. Beadle,
9 dated November 8, 2013, which is attached hereto as **Exhibit "2."**

10 In summary, Kirk's separate property accounts were identified in Kirk's Financial Disclosure
11 Form as being Kirk's separate property. After receiving multiple responses to discovery concerning
12 these accounts, the financial experts, on behalf of both parties, jointly determined relative separate and
13 community property interests in certain ranch parcels on the basis these were and are Kirk's separate
14 property accounts. The record before the Court on December 3, 2013, is indisputably clear there were
15 only five accounts yet to be divided – none of which were Kirk's separate property accounts. Neither
16 party indicated to the Court that any of these separate property accounts were to be divided. Inconsistent
17 with all of the foregoing, Vivian's attorneys submitted their much belated proposed Decree of Divorce
18 some 10 months later proposing the division of Kirk's separate property accounts.

19
20 **C. Kirk Respectfully Submits The Further Division Of Personal Property By
Way Of An A/B List Is Unnecessary**

21 The Court's Decree of Divorce provides, "that any personal property not identified and appraised
22 by Joyce Newman in her Summary Appraisal Report and not divided or otherwise confirmed to either
23 party pursuant to the terms set forth above shall be divided by way of an A/B List." *See*, Decree of
24 Divorce, p. 23, l. 11-15. It is clear from the record on December 3, 2012, and the proposed Decrees of
25 Divorce submitted by the parties, that all of the personal property at the Utah Ranch belongs to Kirk.
26 (December 3, 2012, Hearing Transcript, p. 7, l. 7 - 8.) Therefore the only items of personal property
27 which would be subject to division by way of an A/B List are the items of personal property which were
28 in the marital residence which were not on Joyce Newman's Summary Appraisal. As Kirk has

1 previously represented to the Court, he believes that 95% of these personal items are in Vivian's
2 possession. Despite this knowledge, Kirk is willing to forego the expense of an A/B List division of
3 these items and the personal property that Kirk removed from the marital residence when he vacated
4 the marital residence.

5
6 **1. Both Parties Agree that All of the Personal Property Presently
Located at the Ranch Belongs to Kirk**

7 The record of the hearing on December 3, 2012, is unequivocal that all of the personal property
8 at the Utah Ranch belongs to Kirk. Vivian's proposed Decree is unequivocal that all of the personal
9 property at the Utah Ranch belongs to Kirk. (Vivian's proposed Decree, p. 15, ¶7.30 & 7.31.) It should
10 be noted that this submission was made on September 27, 2013 – ten months after Vivian complained
11 that Kirk improperly took personal property from the marital residence, which is addressed in detail
12 infra. Kirk's proposed Decree is also unequivocal that all of the personal property at the Utah Ranch
13 belongs to Kirk. (Kirk's proposed Decree, p. 14, ¶29, 30 & 31.)

14
15 **2. The Personal Property Which Was Located at the Marital
Residence But Not Identified by Joyce Newman**

16 As the Court has readily seen from Kirk's response to the "Notes" and "Explanation"
17 accompanying Vivian's proposed Decree of Divorce, Kirk responded in detail as to those items Vivian
18 alleged were improperly taken, setting forth the basis upon which it was taken, and the de minimis value
19 of what was taken. See, Kirk's submission of proposals, filed 9/30/13, p. 5-14.

20 It should be noted that Vivian had previously taken the same position as Kirk that the furniture
21 and furnishings in the children's bedrooms belonged to the children. However, despite the fact that
22 Tahnee and Whitney boxed their own belongings from their bedrooms and asked Kirk to remove their
23 furniture and furnishings from the marital residence, Vivian complained this was somehow improper.

24 ...

25 ...

26 ...

27 ...

28 ...

1 As noted in Kirk's submission of proposals, filed 9/30/13, p. 9, these were the first two items on
2 Vivian's fifteen item list. Confirming this was the primary objection to the personal items Kirk
3 removed, Vivian again accused Kirk of improper behavior in removing Tahnee's and Whitney's
4 furniture and furnishings, which was at their request and on their behalf, in Vivian's opposition to Kirk's
5 Motion to Modify Order Resolving Parent-Child Issues, filed October 16, 2013, arguing as follows:

6 d. Nothing in the agreement regarding property allowed Kirk to clean out the bedroom
7 furniture in the children's rooms. The agreement was the (sic) Kirk would leave all
8 property other than designated. It is questionable this property belongs to the daughters,
and the Court lacks jurisdiction to address any dispute regarding the property of the adult
children (like UGMA accounts);³

9 (Vivian's Opposition to Modifying Order Resolving Parent-Child Issues, filed 10/16/13, p. 28, l. 23-27.)

10 However, in Vivian's proposed Decree, she proposed, as Kirk has consistently proposed, the
11 following: "The parties agree that the furniture and furnishings in each of the children's bedrooms is
12 the personal property of that respective child." (Vivian's proposed Decree, p. 19, ¶11.1.)

13 Vivian has refused and continues to refuse to allow Kirk to obtain the Stairmaster identified as
14 item 21 on page 20, ¶32 of the Court's Decree of Divorce. This item needs to be provided in accordance
15 with this Court's Order.

16 This Court's Decree of Divorce contains a number of provisions which address the personal
17 property which belongs to Kirk, including ¶29, 30, 31, 32, and 33. Paragraph 33 specifically includes
18 Kirk's "miscellaneous personal possessions." In addition, the Court made clear the furniture and
19 furnishings in the children's bedrooms belongs to them. *See*, Court's Decree of Divorce, p. 26, l. 19-22.

20 In light of these provisions, it is difficult to see from the fifteen identified items what remains to which
21 Vivian has any viable complaint about:

- 22 1. *All furniture and furnishings from Tahnee's room.* Both Kirk and Vivian agreed that
23 all of the furniture and furnishings in each of the children's bedrooms was their property.
- 24 2. *All of the furniture and furnishings from Whitney's room, except for the glass chandelier.*
25 Again, both Kirk and Vivian agreed that all of the furniture and furnishings in each of
26 the children's bedrooms was their property.

27 ³ The Court should note that as of October 16, 2013, Vivian was still taking the absurd position that Kirk
28 had agreed to vacate the marital residence without, literally, the clothes on his back, since his clothes
were not designated by Joyce Newman.

3. *Almost all of the DVDs.* Kirk's proposal provided, "Kirk shall receive all of the artwork, collectibles, books, cds, and dvds that Kirk personally purchased." Kirk only took the dvds he purchased.
4. *Rug from the library.* Kirk's proposal provided, "Kirk will receive the furniture, rugs, and accessories in the following rooms: library loft, pool table room, and master bedroom."
5. *Linens (only linens Kirk left are a few towels which had Vivian's initials monogrammed on the left).* This assertion is not accurate, as many linens were left behind, including towels without Vivian's initials monogrammed on them.
6. *Almost all sheets, comforters, cashmere blankets.* This assertion is not accurate, as many of these items were left behind. Kirk, generally took those sheets, comforters, and cashmere (75% wool) blankets which he had purchased. He also took a comforter his mother made for him. There was only one California King bed in the home, which was in the master bedroom. There was a small blue comforter and a small grey comforter – Kirk bought these at Costco probably fifteen years ago to keep in the vehicles. There was bedding for five queen beds in the house. Kirk rightfully took three of those queen beds – his parents', Tahnee's (which was already in California with Tahnee) and Whitney's. He took about 3/5s or 60% of the queen bedding. The two queen beds remaining are Joseph's and Brooke's. Joseph still has all of his bedding and Brooke has all of her bedding. The single bed remaining is Rylee's. Rylee still has all of her bedding.
7. *Almost all CDs.* Kirk's proposal provided, "Kirk shall receive all of the artwork, collectibles, books, cds, and dvds that Kirk personally purchased." It also provided, "Vivian shall receive all of the artwork, collectibles, books, cds, and dvds that Vivian personally purchased." Kirk only took the cds which he had purchased.
8. *All Photo albums, loose photographs, photo screens.* [Already addressed by the Court in the Decree, p. 26, l. 23-28; p. 27, l. 1-8]
9. *Spode Christmas China and Glassware.* Kirk's proposal provided, "Kirk shall receive the brown wood handled steak knives in the marital residence and all of the Spode Christmas dinnerware, glasses and related accessories." None of the Spode Christmas China and Glassware was itemized on any proposal from Vivian. Kirk and Vivian bought the initial Spode Christmas China and Glassware together. Kirk has bought most of the accessories during after Christmas sales. Kirk generally sets these items out each year. Every year, Kirk washes, dries, and puts these items away.
10. *Christmas ornaments.* It is noteworthy that on Vivian's A/B list, she proposed that she and Kirk equally share all of the 'Holiday Decorations." Kirk's proposal provided, "Vivian shall receive all of the Christmas ornaments gifted to her by her mother and grandfather and grandmother, all of the Christmas outside lighting, and the lighted Christmas tree. Vivian shall receive all of the Christmas ornaments she personally purchased." Most of the Christmas ornaments were left behind, including those Vivian received from her family. Kirk took only those ornaments he had received as gifts and those he had purchased. Tahnee and Whitney took their personal ornaments. Kirk left the Christmas tree, all of the Christmas decorations, and all of the Christmas lighting.
11. *Kitchen bake ware.* The vast majority of the kitchen bake ware was left behind. There are cupboards full of kitchen bake ware. Kirk only took a few items. There were four large green casserole pans, three large red casserole pans, and two small yellow casserole pans. Kirk took the three large red casserole pans and one small yellow casserole pan.

Kirk took one of several cookie sheets.

12. *Dyson vacuum cleaner.* On Vivian's A/B list, she referenced the "cleaning supplies, vacuum, etc." as being non-applicable to the A/B list, without identifying it being either belonging to the husband or wife. There is a built-in vacuum cleaner in the marital residence. In addition, there was a Dyson vacuum cleaner and a Dirt Devil full size vacuum cleaner. Vivian hires people to do the vacuuming in the marital residence and rarely vacuums herself. Kirk does his own vacuuming.
13. *Dumb bells from the workout room.* Kirk's proposal provided Vivian receive "dumbbells (silver)" and Kirk receive "Dumbbells (rubber)." Vivian proposed in her A/B list that Kirk – who she intended to get the B list – would get the "Rubber Head Dumbbells." She proposed she would get the "Chrome Dumbbells" – which she had already removed from the marital residence. This is precisely what occurred. Kirk took the Rubber Head Dumbbells and Vivian took the Chrome Dumbbells.
14. *Almost all the sporting goods from the garage cabinets such as golf clubs, baseball gloves, etc.* Kirk's proposal provided, "Kirk shall receive all of his hunting gear, fishing gear, camping gear, boating gear, golf clubs and gear, bows & arrows, tennis rackets, and similar sporting type items." Kirk took all of his golf clubs, baseball glove, and tennis rackets. Kirk also took the golf clubs he purchased for Brooke and Rylee. Kirk also took all of the tennis rackets and balls he had purchased for his children. Vivian does not play any sports including, golf, tennis, baseball, or softball. Vivian does not play any sports with the children.
15. *Bikes for Brooke, Rylee and Vivian.* When the Harrisons moved to Boulder City in 1993, Kirk bought new bikes for Vivian, Tahnee and Whitney. Kirk taught Tahnee, Whitney, and Joseph how to ride a bike. Vivian rarely rode her bike and, probably, has not ridden a bike since 1994 – over 18 years ago! As the children grew older, the bikes were passed down. Vivian's bike became Tahnee's bike, Tahnee's bike became Whitney's bike, and Whitney's bike became Joseph's bike. When Tahnee, Whitney and Joseph out grew the bikes and stopped riding them all together, Kirk took all three bikes to the ranch and put them in storage. Kirk retrieved these three bikes from the ranch when he started teaching Brooke and Rylee to ride a bike. Vivian doesn't ride a bike and has not participated in Kirk's efforts to teach Brooke and Rylee to ride a bike. Kirk took all of these bikes to the ranch for the winter. Kirk was later told that Vivian wanted "her" bike returned. The first opportunity Kirk had to go to the ranch he retrieved "Vivian's bike" as well as the road bike Kirk had given Vivian many years ago and delivered them to the marital residence. Kirk also retrieved Vivian's mother's bed, which Vivian had identified she wanted in her A/B list proposal, and delivered it to the marital residence as well.

See, Kirk's submission of proposals, filed 9/30/13, p. 5-14.

It should be noted that Kirk was highly deferential to Vivian regarding the personal items he took from the marital residence. Kirk took nothing that Vivian previously identified she wanted. Most of what Kirk took were his personal items that he previously identified to Vivian in writing that he intended to take – items #3, 4, 7, 9, 10, 13, and 14. At least at this point, there is no dispute that Kirk was entitled to take his bed, his parent's bed, Tahnee's bed, and Whitney's bed. Kirk was reasonably entitled to take the linens and bedding for each of those beds – items #1, 2, and 6. Vivian has never

1 expressed any particular personal affinity with any of the personal items Kirk took. The collective value
2 of everything Kirk took pales in comparison to the value of personal property he did not take. For
3 example, just the guitar autographed by members of the Rolling Stones, is worth many many multiples
4 of the total value of everything Kirk took. The same is true with respect to each of several large hand
5 made rugs that Vivian purchased during one of her trips to Asia. Just one of those rugs is worth many
6 multiples of the total value of the personal items Kirk took. The same is also true with respect to each
7 of the several hand made wall hangings Vivian purchased during one of her trips to Asia. Just one of
8 those wall hangings is worth more than the total value of the personal items Kirk took.

9 Assuming Vivian is no longer objecting to the personal items Kirk rightfully took when he
10 vacated the marital residence, then, **upon that condition**, and the provision of the Stairmaster to Kirk,
11 for which Kirk has already paid, and which is specifically identified in this Court's Order (p. 20, ¶32),
12 Kirk does not object to Vivian obtaining what he estimates to be over 95% of the personal property in
13 the marital residence that was not appraised by Joyce Newman. Some of these items were identified
14 in Kirk's proposed Decree. *See*, Kirk's proposed Decree, p. 7, ¶19; p. 8, ¶20-29 & 32; p. 9, ¶34-37.

15
16 **D. Any Provision Providing For Reimbursement For Separate Property Funds**
17 **Being Utilized For Community Expenses During the Pendency of The**
18 **Divorce Must Be Mutual and Be Within The Parameters Of This Court's**
19 **Temporary Orders of February 24, 2012, and Formalized on June 13, 2012**

20 This Court ordered that it "shall retain jurisdiction to adjudicate any reimbursement owed to
21 Vivian for community expenses paid from separate property monies prior to November 20, 2012."
22 (Court's Decree of Divorce, 10.31.13, p. 28, l. 7-10.) (Emphasis added.)

23 Kirk respectfully notes that Vivian's claim for "reimbursable expenses" was not provided until
24 the middle of the hearing on December 3, 2012. However, none of the documentation for those
25 expenses was provided until January 29, 2013. Most of the documentation does not provide what was
26 acquired or specifically what services were rendered. Soon thereafter, on February 5, 2013, Kirk sent
27 an email to Melissa Attanasio, setting forth questions he had about the claimed expenses. On February
28 5, 2013, Melissa Attanasio sent an email in response wherein she stated, ". . . I was not involved I (sic)
this accounting, thus I have forwarded to the appropriate parties." A copy of Kirk's email to Melissa
Attanasio and her response, both on February 5, 2013, is attached hereto as **Exhibit "3."** Neither Vivian

1 nor Vivian's attorneys have ever provided a response. Again, this was ignored for nearly eight months
2 and then was raised with false claims that Kirk has not complied. The submission filing on September
3 27, 2013, is the first mention of this issue since the time of Kirk's inquiry. In Kirk's response to
4 Vivian's "Notes" and "Explanation," filed 9/30/13, Kirk set forth significant community expenses which
5 he paid from separate property funds, for expenses similar to those alleged by Vivian and also include
6 significant separate property funds expended for Vivian's sole benefit as a consequence of Vivian's
7 attorneys' many month delays in responding to the Marital Settlement Agreement on February 19, 2013.
8 Under such circumstances, Kirk respectfully requests the Court to amend and clarify the Decree to
9 include Kirk's claim for "reimbursable expenses," which in all equity, should include monies paid for
10 such items as Vivian's health insurance, Vivian's auto insurance, association fees associated with the
11 Lido lot, real property taxes, etc. These are Vivian's individual expenses which Kirk paid and/or joint
12 expenses which Kirk paid alone.

13
14 **E. The Measo Associates Interest is Presently and Has Always Been in the
Name of Both Kirk and Vivian**

15 The twenty-five percent (25%) ownership interest in The Measo Associates is currently and has
16 always been in both Kirk's and Vivian's names. It is a general partnership and Vivian and Kirk,
17 together, own 25%. (Hearing Transcript, 12/3/12, p. 8, l. 17-19.) Vivian's proposed Decree of Divorce
18 is in error in this regard, as it provided, "A twelve and one-half percent (12.5%) interest in The Measo
19 Associates, a Nevada General Partnership **currently held in Kirk's sole name.**" (Vivian's proposed
20 Decree of Divorce, p. 6, ¶6.3.) (Emphasis added.) This error was adopted by the Court in the Decree
21 of Divorce, entered October 31, 2013, and should be corrected accordingly. *See*, Decree of Divorce,
22 p. 8, ¶3; p. 14, ¶3.

23 **III. CONCLUSION**

24 This Court has ample authority to correct the errors in its Decree of Divorce, which were caused
25 by the errors contained in Vivian's proposed Decree of Divorce, which was filed on September 27,
26 2013.

27 ...

28 ...

1 Unfortunately, as a consequence of the errors contained in Vivian's submission, Vivian would
2 otherwise inequitably receive one-half of five accounts which are indisputably, both legally and
3 equitably, Kirk's separate property, including the "Fee Account" he established to deposit the
4 \$350,000.00 to pay attorneys' fees and costs, which has been exhausted and presently only contains
5 additional separate property funds deposited into the account to pay ongoing attorneys' fees and costs.

6 In view of the status of the division of personal property, Kirk respectfully submits that an A/B
7 List process, certainly at this point, would be problematic as Vivian has had exclusive possession of the
8 marital residence for almost one year, and if Kirk simply is provided the Stairmaster for which he has
9 already paid, he is willing to let Vivian retain what he estimates to be over 95% of the personal property
10 that was in the marital residence, which was not appraised by Joyce Newman.

11 Under the parameters of the Court's Order which itemized the expenses which were to be paid
12 from community funds, Kirk respectfully submits he is also legally and equitably entitled to seek
13 reimbursement to the same extent as Vivian, and the Decree of Divorce, should therefore be amended
14 in that regard. In addition, as a consequence of Vivian's inexcusable delay in not responding to Kirk's
15 proposed Marital Settlement Agreement from February 19, 2013, until this Court compelled Vivian's
16 response on September 27, 2013, Kirk individually incurred substantial separate property expenses for
17 the benefit of Vivian or for them jointly, including such items as Vivian's health insurance, Vivian's
18 auto insurance, real property taxes, etc.

19 Finally, the Decree should also be amended to correct another error caused by Vivian's
20 submission, to accurately reflect that the 25% interest in The Measo Associates is and always has been
21 in both Vivian's and Kirk's names.

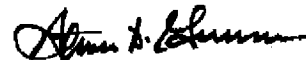
22 DATED this 14 day of November, 2013.

23 KAINEN LAW GROUP, PLLC

24
25 By: 

26 EDWARD L. KAINEN, ESQ.
27 Nevada Bar No. 5029
10091 Park Run Drive, Suite 110
28 Las Vegas, NV 89145
Attorneys for Plaintiff

Docketing statement question 26 attachment 8



CLERK OF THE COURT

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19 tjs@juww.com

20 Co-counsel for Plaintiff

21 **DISTRICT COURT**
22 **CLARK COUNTY, NEVADA**

23 KIRK ROSS HARRISON,

24 Plaintiff,

25 vs.

26 VIVIAN MARIE LEE HARRISON,

27 Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing: 10/30/13
Time of Hearing: 10:00 a.m.

28 **ORDER**

29 This matter having come on for hearing this 30th day of October, 2013, before the
30 Honorable Bryce Duckworth, Plaintiff, KIRK ROSS HARRISON ("Father"), present and represented
31 by and through his attorneys, EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC,
32 and THOMAS STANDISH, ESQ., of the law firm of JOLLEY URG A WIRTH WOODBURY &
33 STANDISH, and Defendant, VIVIAN MARIE HARRISON ("Mother"), present and represented by and

34 ...

35 ...

36 ...

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DEC 17 2013

**FAMILY COURT
DEPARTMENT Q**

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1 through her attorneys, RADFORD J. SMITH, ESQ., of the law firm of RADFORD J. SMITH,
2 CHARTERED, and GARY SILVERMAN, ESQ., of the law firm of SILVERMAN, DECARIA &
3 KATTELMAN, CHARTERED; the Court having reviewed the papers and pleadings on file herein,
4 being fully advised in the premises, and good cause appearing, makes the following Orders:

5 IT IS HEREBY ORDERED that Father's "Motion to Modify Order Resolving
6 Parent/Child Issues and for Other Equitable Relief" and Mother's "Countermotion to Resolve
7 Parent/Child Issues, To Continue Hearing on Custody Issues, for an Interview of the Minor Children,
8 and for Attorney's Fees and Sanctions" are denied.

9 IT IS FURTHER ORDERED that the Court will address the issue of a Parenting
10 Coordinator and therapist for the children in separate, independent Orders.

11 IT IS FURTHER ORDERED that, with respect to any future filings with the Court, both
12 parties shall adhere to the 30-page limit unless they have received permission from the Court to exceed
13 said 30-page limit.

14 IT IS FURTHER ORDERED that the Court will issue a separate written Order regarding
15 each party's request for attorney's fees and costs herein.

16 DATED this DEC 12 2013 day of December, 2013.

17
18
19 
DISTRICT COURT JUDGE

20 Submitted by:

21 KAINEN LAW GROUP, PLLC

22
23 By: 

24 EDWARD L. KAINEN, ESQ.
25 Nevada Bar No. 5029
10091 Park Run Drive, Suite 110
26 Las Vegas, Nevada 89145
Attorney for Plaintiff

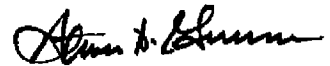
27 Approved as to form and content:

28 RADFORD J. SMITH, CHARTERED

By: 

RADFORD J. SMITH, ESQ.
Nevada Bar No. 2791
64 N. Pecos Road, Suite 700
Henderson, Nevada 89074
Attorney for Defendant

Docketing statement question 26 attachment 9



CLERK OF THE COURT

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10
11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 KIRK ROSS HARRISON,
14 Plaintiff,

15 vs.

16 VIVIAN MARIE LEE HARRISON,
17 Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing: 12/18/2013
Time of Hearing: 11:00 a.m.

18 NOTICE OF ENTRY OF ORDER

19 TO: VIVIAN MARIE LEE HARRISON, Defendant; and

20 TO: RADFORD SMITH, ESQ., and GARY SILVERMAN, ESQ., Defendant's Attorneys:

21 PLEASE TAKE NOTICE that on the 17th day of December, 2013, the Honorable Bryce
22 Duckworth entered an Order, a copy of which is attached hereto.

23 DATED this 19th day of December, 2013.

24 KAINEN LAW GROUP, PLLC

25 By: 

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Nevada Bar No. 5029
27 ANDREW L. KYNASTON, ESQ.
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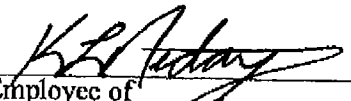
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CERTIFICATE OF MAILING

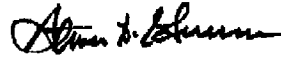
I HEREBY CERTIFY that on the 19th day of December, 2013, I served a true and correct copy of the foregoing *Notice of Entry of Order* via the United States Mail, in a sealed envelope, first class, postage prepaid to the following:

Radford J. Smith, Esq.
64 N. Pecos Road, Suite 700
Henderson, Nevada 89074

Gary Silverman, Esq.
6140 Plumas St., #200
Reno, Nevada 89519


An Employee of
KAINEN LAW GROUP, PLLC

Docketing statement question 26 attachment 10


CLERK OF THE COURT

1 **ORDER**

2 **RADFORD J. SMITH, CHARTERED**

3 **RADFORD J. SMITH, ESQ.**

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10 **GARY R. SILVERMAN, ESQ.**

11 **SILVERMAN, DECARIA, & KATTELMAN**

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16 Facsimile: (775) 322-3649

17 silverman@silverman-decaria.com

18 *Attorneys for Defendant*

19 **DISTRICT COURT**

20 **CLARK COUNTY, NEVADA**

21 **KIRK ROSS HARRISON,**

22 **Plaintiff,**

23 **vs.**

24 **VIVIAN MARIE LEE HARRISON,**

25 **Defendant.**

CASE NO.: D-11-443611-D
DEPT NO.: Q

FAMILY DIVISION

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JUN 10 2014

**FAMILY COURT
DEPARTMENT Q**

26 **ORDER FROM HEARING**

27 DATE OF HEARING: December 18, 2013

28 TIME OF HEARING: 11:00 a.m.

✓
This matter, having coming on for hearing for Plaintiff's Motion for Judicial Determination of the
Teenage Discretion and Plaintiff's Motion to Alter, Amend, Correct and Clarify Judgment and for
Defendant's Countermotion for Attorney's Fees and Defendant's Countermotion to Clarify Orders on the

1 18th day of December, 2013; Plaintiff, Kirk Harrison, being present and represented by Thomas Standish,
2 Esq., of Standish Law Group and by Edward L. Kainen, Esq., of the Kainen Law Group; and Defendant,
3 Vivian Harrison, being present and represented by Radford J. Smith, Esq., of Radford J. Smith,
4 Chartered, and by Gary Silverman, Esq., of Silverman, Decaria & Kattleman; the Court, having heard the
5 arguments of counsel, having reviewed the pleadings and papers on file in this matter, and being fully
6 advised in the premises, and good cause appearing therefore, makes the following findings and orders:
7

8 1. In regards to TEENAGE DISCRETION; the parties had resolved parent/child
9 issues and a Stipulation was entered on July 11, 2012. Section 6 of that agreement
10 addresses the issue of TEENAGE DISCRETION and in review of that section, the Court does not
11 view that language as giving the minor child authority to make decisions or to change custody.
12 The parties agreed to the language and part of that included implementation of a counselor and
13 parenting coordinator. The process to implement those has been delayed and is to be
14 implemented forthwith. Court views the language as that, the counselor (Dr. Ali has been
15 selected) would be involved in the TEENAGE DISCRETION process, as would the parenting
16 coordinator. The purpose for such would be to avoid the Court's intervention, though those
17 processes would not supplant this Court's authority and the parties may still petition the Court
18 to address any issues they may have.
19

20 2. The request to suspend, remove or otherwise modify the TEENAGE
21 DISCRETION provision is DENIED. To be clear, the minor child(Brooke) does not control and
22 the Court expects the counselor to be involved in this process. The purpose of TEENAGE
23 DISCRETION is not to remove blocks of time from a party and if a party is being removed for a
24 period of time (aside from vacations), then the Court would be concerned. TENAGE
25 DISCRETION should be implemented from time-to-time and there should not be any issues
26
27
28

1 should Brooke wish to make a modification for a few hours and the Court would expect
2 communication in this regard. Again, the counselor and the parenting coordinator are to be
3 engaged in this process.

4
5 3. Per STIPULATION, accounts ending 8278 and 2521 are Plaintiff's sole and separate
6 property.

7 4. With regard to accounts ending 8682, 1275 and 2713; to the extent that these accounts
8 were Plaintiff's prior to the marriage, then they are his sole and separate property. It is the Defendant's
9 burden to show that any community property funds were deposited or placed into those accounts which
10 would create a community property interest in those accounts. Otherwise, it is clear to the Court that
11 those three accounts are the Plaintiff's sole and separate property and the Decree of Divorce shall be
12 corrected to reflect such. Court views this issue as an issue that did not need to be brought before the
13 Court.
14

15 5. The Decree of Divorce is to be corrected to reflect that The Measo Associates is held in
16 both parties name.
17

18 6. With regard to the A/B list; to the extent items were not included in the list prepared by
19 Joyce Newman, absent an agreement between the parties, those items are to be divided by way of an A/B
20 list (which was the intent of the Court's Order).
21

22 7. With regard to the provision regarding reimbursement; the Court views this is a mutual
23 provision. To the extent there is a dispute as to any items that should be reimbursed, the items may be
24 submitted to the Court on a separate list with an explanation and the Court would make the determination
25 as to whether or not it needs to be reimbursed. It is the Court's understanding that this process with
26 Melissa Attanasio and Cliff Beadle has not been completed yet. The accounting by Ms. Attanasio and
27 Mr. Beadle is to be completed by January 31, 2014. The Court expects an exchange of information and
28

1 documents which are lacking. Again, this provision is mutual and the items are limited to what was in
2 the Temporary Order and to the extent there is a reimbursable expense, there must be some backup to
3 demonstrate that the expense was covered by the Temporary Orders.
4

5 8. The matter is set for a two hour Evidentiary Hearing on January 22, 2014 at 1:30 p.m.
6 regarding the monies placed into Tahnee's account for the purpose of her education (after the initiation of
7 this litigation, but prior to the Joint Preliminary Injunction). To be clear, the Court shall not be seeking to
8 take money away from Tahnee. The issue shall be whether or not there needs to be a reimbursement for
9 one-half of those monies that were paid to create this account. The Court must determine whether or not
10 there was an agreement that these funds were to be used solely for medical school education purposes or
11 not. At this time, the Court views this as an omitted asset as Plaintiff's name was also on the account.
12

13 9. Discovery is open as to Tahnee's account and how it was created and the account history.
14

15 10. The Parties are to provide their proposed exhibits to the Court Clerk by the close of
16 business on January 17, 2014.

17 11. The Court shall allow out of state witnesses to testify by way of video (Skype or
18 Facetime), so long as the Court is able to see the individual and have them sworn in. The Court would
19 expect to hear from Ms. Attanasio and Mr. Beadle.
20

21 12. With regard to any Ranch items which may have belonged to the Plaintiff's father, the
22 Court views those items as the Plaintiff's sole and separate property. The Court shall review the prove-
23 up hearing in this regard as Plaintiff is indicating that all the property located at the Ranch was to be
24 awarded to him. The Court shall address this issue at the Evidentiary Hearing after it has reviewed the
25 record. To be clear, this issue shall not be a part of the hearing.
26

27 *Mandatory Provisions:* The following statutory notices relating to custody/visitation of the minor
28 children are applicable to the parties herein:

1 Pursuant to NRS 125C.200, the parties, and each of them, are hereby placed on notice that if
2 either party intends to move their residence to a place outside the State of Nevada, and take the minor
3 child with them, they must, as soon as possible, and before the planned move, attempt to obtain the
4 written consent of the other party to move the minor children from the State. If the other party refuses to
5 give such consent, the moving party shall, before they leave the State with the children, petition the Court
6 for permission to move with the children. The failure of a party to comply with the provision of this
7 section may be considered as a factor if a change of custody is requested by the other party. This
8 provision does not apply to vacations outside the State of Nevada planned by either party.
9

10
11 The parties, and each of them, shall be bound by the provisions of NRS 125.510(6) which state, in
12 pertinent part:

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

22 Pursuant to NRS 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980,
23 adopted by the 14th Session of The Hague Conference on Private International Law are applicable to the
24 parties:

25 Section 8. If a parent of the child lives in a foreign country or has significant commitments
26 in a foreign country:

27 (a) The parties may agree, and the Court shall include in the Order for custody of the
28 child, that the United States is the country of habitual residence of the child for the
purpose of applying the terms of the Hague Convention as set forth in Subsection 7.

(b) Upon motion of the parties, the Court may order the parent to post a bond if the
Court determines that the parents pose an imminent risk of wrongfully removing or
concealing the child outside the country of habitual residence. The bond must be in an

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

6 The State of Nevada in the United States of America is the habitual residence of the parties'
7 children.

8 IT IS SO ORDERED.

9 Dated this _____ day of JUN 11 2014, 2014.


10
11 
12 DISTRICT COURT JUDGE

13 Submitted by:

14 RADFORD J. SMITH, CHARTERED

15 Approved as to Form and Content:

16 KAINEN LAW GROUP PLLC

17 
RADFORD J. SMITH, ESQ.

18 Nevada Bar No. 002791 11878

19 64 N. Peccas Road, Suite 700

20 Henderson, Nevada 89074

21 Attorneys for Defendant

22 EDWARD L. KAINEN, ESQ.

23 Nevada State Bar No. 005029

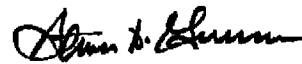
24 10091 Park Run Drive, Suite 110

25 Las Vegas, Nevada 89145

26 Attorneys for Plaintiff
27
28

Docketing statement question 26 attachment 11

1 **NEOJ**
2 **RADFORD J. SMITH, CHARTERED**
3 **RADFORD J. SMITH, ESQ.**
4 Nevada State Bar No. 002791
5 64 N. Pecos Road, Suite 700
6 Henderson, Nevada 89074
7 T: (702) 990-6448
8 F: (702) 990-6456
9 rsmith@radfordsmith.com


CLERK OF THE COURT

E-SERVED
JUN 16 2014

6 **GARY R. SILVERMAN, ESQ.**
7 **SILVERMAN, DECARIA, & KATTELMAN**
8 Nevada State Bar No. 000409
9 6140 Plumas St. #200
10 Reno, NV 89519
11 T: (775) 322-3223
12 F: (775) 322-3649
13 silverman@silverman-decaria.com
14 Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

13 **KIRK ROSS HARRISON,**

14 Plaintiff,

15 vs.

16 **VIVIAN MARIE LEE HARRISON,**

17 Defendant.

CASE NO.: D-11-443611-D

DEPT NO.: Q

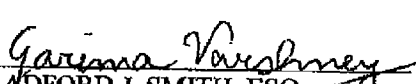
FAMILY DIVISION

NOTICE OF ENTRY OF ORDER

20 PLEASE TAKE NOTICE that on the 13TH day of June, 2014, the Honorable Judge Duckworth
21 entered an Order From Hearing, a copy of which is attached hereto.

22 Dated this th16 day of June, 2014.

24 **RADFORD J. SMITH, CHARTERED**

25 
26 **RADFORD J. SMITH, ESQ.**
27 Nevada Bar No. 002791
28 64 N. Pecos Road, Suite 700
Henderson, Nevada 89074
Attorney for Defendant

11878

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CERTIFICATE OF SERVICE

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

I served the foregoing document described as "NOTICE OF ENTRY OF ORDER" on this 12th day of June, 2014 to all interested parties as follows:

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


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

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

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

Tom J. Standish, Esq.
Standish Law Group
1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
tjs@standishlaw.com
Attorney for Plaintiff

Edward L. Kainen, Esq.
Kainen Law Group
10091 Park Run Dr., #110
Las Vegas, Nevada 89145
ed@kainenlawgroup.com
Attorney for Plaintiff


An employee of RADFORD J. SMITH, CHARTERED

Docketing statement question 26 attachment 5

Alvin L. Schuman

CLERK OF THE COURT

1 DECD

2
3
4 DISTRICT COURT

5 CLARK COUNTY, NEVADA

6 KIRK ROSS HARRISON,)

7)
8 Plaintiff,)

9 v.)

CASE NO. D-11-443611-D

DEPT NO. Q

10 VIVIAN MARIE LEE HARRISON,)

11)
12 Defendant.)

13 DECREE OF DIVORCE

14
15 The above-entitled cause having come on regularly for hearing on the 3rd day of
16 December, 2012, before the above-entitled Court, Plaintiff, KIRK ROSS HARRISON
17 ("Kirk") appearing in person and through his attorneys, THOMAS J. STANDISH, ESQ.,
18 of the law firm of JOLLEY, URGAS, WIRTH, WOODBURY & STANDISH, and
19 EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and Defendant,
20 VIVIAN MARIE LEE HARRISON ("Vivian") appearing in person and through her
21 attorney, RADFORD J. SMITH, ESQ., of RADFORD J. SMITH, CHARTERED;
22 Vivian's Answer having been entered, and the parties having waived the making, filing
23 and service of Findings of Fact and Conclusions of Law, and the giving of any and all
24 notices required by law or rules of the District Court; the Court having heard the
25 testimony of witnesses sworn and examined in open Court, the cause having been
26 submitted for decision and judgment, and the Court being fully advised, finds:
27
28

☐ Disposed After Trial Start
☐ Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Substantive) Dismissal
☐ Default Judgment
☐ Transferred
☐ Judgment Reached by Trial
☐ Settled/Withdrawn
☐ Without Judicial Conf/Hg
☐ By ADR

YCE C. DUCKWORTH
DISTRICT JUDGE

WILLY DIVISION, DEPT. Q
VEGAS, NEVADA 89101

1 That the Court has jurisdiction in the premises, both as to the subject matter
2 thereof as well as the parties thereto; that Kirk has been domiciled in this State for more
3 than six weeks preceding the commencement of this action, and that Kirk is now
4 domiciled in and is an actual, bona fide resident of the State of Nevada; that the Kirk
5 is entitled to an absolute Decree of Divorce on the grounds set forth in Kirk's Complaint.
6

7 The Court further finds that there are two minor children the issue of this
8 marriage, to-wit: EMMA BROOKE HARRISON ("Brooke"), born June 26, 1999, and
9 RYLEE MARIE HARRISON ("Rylee"), born January 24, 2003. There are no adopted
10 children of the parties and to the best of her knowledge, Vivian is not currently
11 pregnant.
12

13 The Court further finds that the child custody, support and related issues
14 regarding the parties' two minor children previously were resolved by way of the
15 Stipulation and Order Resolving Parent/Child Issues entered into between the parties,
16 and filed on July 11, 2012.
17

18 The Court further finds that each party has warranted that the property
19 adjudicated in this Decree of Divorce constitutes all property belonging to the parties,
20 and there is no other property (inclusive of any ventures and/or enterprises that might
21 come to fruition at a later time), income, claims, or intangible rights owed or belonging
22 to either party not set forth herein. The Court further finds that the adjudication of
23 property herein is based on the agreement of the parties as reflected in the record made
24 by the parties at the hearing on December 3, 2012, as well as the common terms set
25 forth in their proposed Decrees submitted to the Court. The Court further finds that,
26
27
28

1 based on representations made to the Court (and excluding the equalizing division of
2 retirement accounts to be effectuated by entry of a QDRO), the parties have effectuated
3 the equal division of the financial accounts adjudicated in this Decree. Further, an
4 equalizing payment previously was made to equalize the division of assets pursuant to
5 NRS 125.150, including the division of real and personal property. This Court further
6 finds that, except for those child-related accounts specifically referenced herein, no other
7 account for which a child of the parties is an intended beneficiary is adjudicated herein.
8

9
10 This Court further finds that each party hereto has represented and warranted to
11 the other party that he or she has made full and fair disclosure of the property and
12 interests in property owned or believed to be owned by him and/or her, either directly
13 or indirectly. The parties have acknowledged that they are aware that each has methods
14 of discovery available to him or her in the prosecution of their divorce action to
15 investigate the community and separate assets of the other. Both have acknowledged
16 that they are entering this settlement without performing any additional discovery, and
17 that they have instructed their counsel to forego such additional discovery.
18

19
20 This Court further finds that each party has admitted and agreed that they each
21 have had the opportunity to discuss and consult with independent tax counselors, other
22 than the attorneys of record in the divorce action between the parties, concerning the
23 income tax and estate tax implications and consequences with respect to the agreed upon
24 division of the properties and indebtedness herein, and that Jolley, Urga, Wirth,
25 Woodbury & Standish, Kainen Law Group, PLLC, Radford J. Smith, Chartered, and
26
27
28

1 Silverman, Decaria & Kattelman were not expected to provide and, in fact, did not
2 provide tax advice concerning this Decree of Divorce.
3

4 Based on the foregoing findings, and good cause appearing therefore,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of
6 matrimony heretofore and now existing between Kirk and Vivian be, and the same are
7 hereby wholly dissolved, and an absolute Decree of Divorce is hereby granted to the
8 parties, and each of the parties hereto is hereby restored to the status of a single,
9 unmarried person.
10

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the terms and
12 provisions of the Stipulation and Order Resolving Parent/Child Issues entered into
13 between the parties, and filed on July 11, 2012, are hereby incorporated by reference as
14 if fully stated herein.
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties
17 complete the seminar for separating parents as required by EDCR 5.07 within 30 days
18 from the date of entry of this Decree.
19

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, should either
21 party intend to move his or her residence to a place outside the State of Nevada, and
22 take the minor children with him or her, said party must, as soon as possible, and before
23 the planned move, attempt to obtain the written consent of the other party to move the
24 minor children from the State. If the other party refuses to give that consent, the party
25 planning the move shall, before he or she leaves the State with the minor children,
26 petition the Eighth Judicial District Court of the State of Nevada, in and for the County
27
28

YCE C. DUCKWORTH
DISTRICT JUDGE

FAMILY DIVISION, DEPT. OF
JUDICIAL SERVICES, LAS VEGAS, NEVADA 89101

1 of Clark, for permission to move the children. The failure of the party planning the
2 move to comply with this provision may be considered as a factor if a change of custody
3 is requested by the other party. This provision does not apply to vacations planned by
4 either party outside the State of Nevada.
5

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties are
7 subject to the provision of NRS 125.510(6) for violation of the Court's Order:
8

9 PENALTY FOR VIOLATION OF ORDER:

10 The abduction, concealment or detention of a child in violation of
11 this Order is punishable as a category D felony as provided in NRS
12 193.130. NRS 200.359 provides that every person having a limited right
13 of custody to a child or any parent having no right to the child who
14 willfully detains, conceals or removes the child from a parent, guardian or
15 other person having lawful custody or a right of visitation of the child in
16 violation of an order of this court, or removes the child from the
17 jurisdiction of the court without the consent of either the court or all
18 persons who have the right to custody or visitation is subject to being
19 punished for a category D felony as provided in NRS 193.130.

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to
17 NRS 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980,
18 adopted by the 14th Session of the Hague Conference on Private International Law are
19 applicable to the parties:
20

21 "Section 8. If a parent of the child lives in a foreign country or has
22 significant commitments in a foreign country:

23 (a) The parties may agree, and the Court shall include in
24 the Order for custody of the child, that the United States is the country of
25 habitual residence of the child for the purposes of applying the terms of the
26 Hague Convention as set forth in Subsection 7.

27 (b) Upon motion of the parties, the Court may order the
28 parent to post a bond if the Court determines that the parent poses an
imminent risk of wrongfully removing or concealing the child outside the
country of habitual residence. The bond must be in an amount
determined by the Court and may be used only to pay for the cost of

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

5 The State of Nevada is the habitual residence of the minor children herein.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, based upon
7 the current financial condition of the parties, and the fact that neither party currently
8 engages in full-time employment, neither party shall be required to pay child support to
9 the other.
10

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a parent
12 responsible for paying child support is subject to wage assignment with their employer
13 pursuant to NRS 31A.025 to 31A.190, inclusive, should they become thirty (30) days
14 delinquent in their child support payments.
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the amount of
17 child support in this matter shall be reviewed every three (3) years pursuant to NRS
18 125B.145.
19

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions
21 regarding child support in this matter conform to the statutory guidelines as set forth in
22 NRS 125B, as applied in *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998) and
23 *Wesley v. Foster*, 119 Nev. 110, 65 P.3d 251 (2003).
24

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall
26 submit the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on
27 a separate form to the Court and the Welfare Division of the Department of Human
28

YCE G. DUCKWORTH
DISTRICT JUDGE

WELFARE DIVISION, DEPT. OF
HUMAN SERVICES, 1000 E. FLORISSA AVE.,
LAS VEGAS, NEVADA 89101

1 Resources within ten days from the date this Decree is filed. Such information shall be
2 maintained by the Clerk in a confidential manner and not part of the public record.
3
4 Each party shall update the information filed with the Court and the Welfare Division
5 of the Department of Human Resources within ten days should any of that information
6 become inaccurate.
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to
9 the agreement placed on the record before this Court, each party hereby irrevocably
10 waives, releases and relinquishes any rights which either party may have acquired by
11 virtue of their marriage, to any alimony or spousal support of any kind, including lump
12 sum alimony or periodic payments, or to any other Court-ordered compensation or
13 support intended to act as or supplant alimony or spousal support. Each party herein
14 irrevocably waives and releases to the other party all claims, rights and demands of every
15 character or description with respect to alimony or spousal support of any type, now or
16 hereafter, based on any and all circumstances in the present or future, whether
17 foreseeable or unforeseeable.
18

19
20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Vivian shall
21 have confirmed to her as her sole and separate property, free of any claims by Kirk, the
22 sole ownership in and to the following:
23

- 24 1. A one-half interest in the income and distributions of Kirk's business
25 interest in the Tobacco Contract, which Kirk has warranted and
26 represented is the only asset of the business known as Harrison, Kemp &
27 Jones Chartered. Kirk shall pay to Vivian one-half of all net income and
28

1 distributions therefrom, net of the maximum tax rate. To the extent the
2 actual taxes attributable to the income and distributions are less than the
3 maximum tax rate, Kirk shall refund to Vivian the corresponding amount
4 associated with her one-half interest. There shall be an annual accounting
5 of said income and distributions to determine the extent of any refund.
6

7
8 2. The prior balance in the business account associated with Harrison
9 Dispute Resolution at Bank of America ending in 4668 was previously
10 equally divided between the parties whereby each party received
11 \$115,836.47 on or about December 24, 2012.
12

13 3. A twelve and one-half percent (12.5%) interest in The Measo Associates,
14 a Nevada General Partnership, currently held in Kirk's sole name. The
15 parties currently have a 25% interest in The Measo Associates. Following
16 the entry of the Decree of Divorce, the interest shall be equally divided,
17 allocating 12.5% to each party as his or her respective sole and separate
18 property.
19

20 4. The approximate nine percent (9%) interest in Geothermic Solution, LLC
21 currently held in Kirk's sole name, shall be placed in a trust whereby Kirk
22 and Vivian shall each receive any and all rights or benefits to one-half of
23 said interest. If, for any reason, it is illegal, will jeopardize the legal status
24 of the LLC, or is otherwise impermissible under the organizational
25 documents of Geothermic Solution, LLC, to transfer the interest into a
26 trust, then the parties agree to work with one another so that Vivian is
27
28

JCE C. DUCKWORTH
DISTRICT JUDGE

FAMILY DIVISION, DEPT. OF
JULY 1, 2013 LAS VEGAS, NEVADA 89101

1 equitably entitled to one-half of the approximate 9% interest in
2 Geothermic Solution, LLC, either directly or by control of any and all
3 rights or benefits arising from that interest.
4

- 5 5. One-half of the balance in the Boulder Dam Credit Union savings account
6 ending in 9005, as of September 11, 2012. Said account is currently in
7 Vivian's name. Following the equal division of the balance contained in
8 the account, Vivian shall retain this account.
9
- 10 6. One-half of the balance in the Boulder Dam Credit Union DDA account
11 ending in 9005, as of September 11, 2012. Said account is currently in
12 Vivian's name. Following the equal division of the balance contained in
13 the account, Vivian shall retain this account.
14
- 15 7. One-half of the balance in the Bank of America DDA account ending in
16 1400, as of September 11, 2012. Said account is currently in Vivian's
17 name. Following the equal division of the balance contained in the
18 account, Vivian shall retain this account.
19
- 20 8. The prior balance in the Bank of America money market account ending
21 in 5111 was previously equally divided between the parties, whereby each
22 party received \$124,809.55 on or about December 24, 2012.
23
- 24 9. One-half of the balance in the Bank of America checking account ending
25 in 4040, with a balance of \$36,346.02 as of February 5, 2013.
26
- 27 10. One-half of the balance in the Bank of America account ending in 8682,
28 with a balance of \$6,638.54 as of January 7, 2013.

11. One-half of the balance in the Nevada Bank & Trust account ending in 2713, with a balance of \$740.42 as of February 4, 2013.
12. One-half of the balance in the Nevada Bank & Trust account ending in 1275 (Certificate of Deposit), with a balance of \$16,360.45 as of February 5, 2013.
13. One-half of the balance in the Wells Fargo account ending in 8032 (Certificate of Deposit), with a balance of \$28,809.58 as of February 5, 2013.
14. One-half of the balance of the Bank of America account ending in 8278, with a balance of \$46,622.74 as of February 14, 2013.
15. The prior balance in the UBS RMA account ending in 7066 was previously equally divided between the parties, whereby each party received \$455,727.35 on or about September 14, 2012.
16. The prior balance in the UBS RMA account ending in 3201 was previously equally divided between the parties, whereby each party received \$51,458.17 on or about September 11, 2012.
17. The prior balance in the Vanguard account ending in 4530/3952 was previously equally divided between the parties, whereby each party received, on or about September 27, 2012, the following: \$365,071.73 one thousand shares of GLD, \$37,500.00 par value Missouri State Water Pollution Control municipal bonds, and \$37,500.00 par value Elgin, Texas School District municipal bonds.

ICE C. DICKWORTH
DISTRICT JUDGE

FAMILY DIVISION, DEPT. OF
JUVENILE SERVICES, NEVADA 89101

- 1 18. The prior balance in the Charles Schwab account ending in 4245 was
2 previously equally divided between the parties, whereby each party
3 received \$386,293.42 on or about September 11, 2012.
4
5 19. With respect to the Legacy Treasury Direct account ending in 6330, this
6 account previously had a balance of \$4,200,000.00. Of this amount,
7 \$3,200,00.00 was equally divided by the parties whereby each party
8 received \$1,600,000.00 on or about September 17, 2012. Following the
9 settlement between the parties and after the division of assets was
10 memorialized on the record during the hearing before the Court on
11 December 3, 2012, the then remaining balance of the Legacy Treasury
12 Direct account ending in 6330, which was "reserved to equalize the
13 division of assets," was utilized to equalize the division of assets between
14 the parties with Vivian receiving \$470,800.00 and Kirk receiving
15 \$529,200.00 on or about December 20, 2012. Said distributions fully
16 liquidated the Legacy Treasury Direct account ending in 6330 and it no
17 longer exists.
18
19 20. The entire balance in Vivian's Charles Schwab IRA account ending in
20 2759. Said account is in Vivian's name and Vivian shall retain the
21 account.
22
23 21. A portion of Kirk's UBS Profit Sharing Plan account ending in 3354, with
24 a balance of \$797,335.53 as of December 31, 2012, which shall be utilized
25 to equalize the difference between the combined total of Kirk's UBS IRA
26
27
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1 account ending 3211 and UBS KJ&C Pooled account ending 722-140 with
2 Vivian's Charles Schwab IRA account ending 2759. Following entry of the
3 Decree of Divorce a Qualified Domestic Relations Order ("QDRO") shall
4 be utilized for the division of this account. A QDRO has been prepared,
5 circulated, and is in the process of being finalized. This Court shall retain
6 jurisdiction to enter said qualified order.
7

- 8
- 9 22. One-half of the gold and silver coins acquired by the parties during
10 marriage. Vivian has received the following gold coins: 55 American Eagle
11 gold coins, 55 Canadian Maple Leaf gold coins, and 55 S. African
12 Krugerrand gold coins. Vivian has received 2,500 Silver Eagle silver coins.
13
- 14 23. The 2011 Toyota Avalon.
- 15 24. The Colt Government Model 380 semi-automatic pistol and the Smith &
16 Wesson Model 37 - 38 caliber Chief's Special Airweight revolver.
17
- 18 25. All personal property items identified and appraised by Joyce Newman as
19 set forth in the "Summary Appraisal Report Volume I of II" with an
20 effective date of November 20, 2012, except for the following enumerated
21 items: 21 Stairmaster; 24 Elliptical; 25 Vectra; 26 Rotator Cuff; 28 Bike;
22 29 Shop Stool; 30 Block bells; 31 Bench; 35 Foosball; 38 Grey lockers; 40
23 2000 truck; 41 Acura; 42 Silverado; 43 Safe; 74 Pool Table; 75 Upright
24 Piano; 76 Credenza/file; 77 Display Cabinet; 78 Four leather stools; 80
25 work on paper; 81 work on paper; 82 work on paper; 83 pool Cues; 84
26 Desk; 85 work on paper; 86 work on paper; 87 work on paper; 88 work on
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paper; 116 Chest Table; 117 Side Table; 121 Side Table; 126 Rug; 127
Rug; 129 Side Table; 130 Bedroom Suite; 131 Iron bed; 132 Armchair.

26. Except as provided otherwise herein, any and all Vivian's clothing, jewelry, articles of personal adornment, miscellaneous personal possessions, and personal affects, including family heirlooms and personal property received by gift or inheritance.
27. The residence located at 1514 Sunrise Circle, Boulder City, Nevada (Parcel #186-17-501-004), with a stipulated value of \$760,000.00, together with all improvements thereon and all appurtenances thereto. Kirk shall execute a quitclaim deed waiving and releasing any interest whatsoever in the residence located at 1514 Sunrise Circle, Boulder City, Nevada.
28. The residence located at 213 Jasmine Way, Boulder City, Nevada (Parcel #186-04-516-097), together with all improvements thereon and all appurtenances thereto.
29. The residence located at 1521 Sunrise Circle, Boulder City, Nevada (Parcel #186-17-510-011), together with all improvements thereon and all appurtenances thereto.
30. The money and/or property each party receives pursuant to this Decree shall be included for all purposes in the amount each party receives as part of the ultimate resolution in the divorce between the parties, including any and all entities or properties formed or purchased with their respective portions of the distribution identified herein.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kirk shall have
2 confirmed to him as his sole and separate property, free of any claims by Vivian, the sole
3 ownership in and to the following:
4

- 5 1. A one-half interest in the income and distributions of Kirk's business
6 interest in the Tobacco Contract, which Kirk has warranted and
7 represented is the only asset of the business known as Harrison, Kemp &
8 Jones Chartered. Kirk shall pay to Vivian one-half of all net income and
9 distributions therefrom, net of the maximum tax rate. To the extent the
10 actual taxes attributable to the income and distributions are less than the
11 maximum tax rate, Kirk shall refund to Vivian the corresponding amount
12 associated with her one-half interest. There shall be an annual accounting
13 of said income and distributions to determine the extent of any refund.
14
15 2. The entire interest in Harrison Dispute Resolution, LLC. The prior
16 balance in the business account associated with Harrison Dispute
17 Resolution at Bank of America ending in 4668 was previously equally
18 divided between the parties whereby each party received \$115,836.47 on
19 or about December 24, 2012. Kirk shall retain this account.
20
21 3. A twelve and one-half percent (12.5%) interest in The Measo Associates,
22 a Nevada General Partnership, currently held in Kirk's sole name. The
23 parties currently have a 25% interest in The Measo Associates. Following
24 the entry of the Decree of Divorce, the interest shall be equally divided,
25
26
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28 ...

1 allocating 12.5% to each party as his or her respective sole and separate
2 property.
3

- 4 4. The approximate nine percent (9%) interest in Geothermic Solution, LLC,
5 currently held in Kirk's sole name, shall be placed in a trust whereby Kirk
6 and Vivian shall each receive any and all rights or benefits to one-half of
7 said interest. If, for any reason, it is illegal, will jeopardize the legal status
8 of the LLC, or is otherwise impermissible under the organizational
9 documents of Geothermic Solution, LLC, to transfer the interest into a
10 trust, then the parties agree to work with one another so that Vivian is
11 equitably entitled to one-half of the approximate 9% interest in
12 Geothermic Solution, LLC, either directly or by control of any and all
13 rights or benefits arising from that interest.
14
15 5. One-half of the balance in the Boulder Dam Credit Union savings account
16 ending in 9005, as of September 11, 2012.
17
18 6. One-half of the balance in the Boulder Dam Credit Union DDA account
19 ending in 9005, as of September 11, 2012.
20
21 7. One-half of the balance in the Bank of America DDA account ending in
22 1400, as of September 11, 2012.
23
24 8. The entire balance in the Bank of America money market account ending
25 in 5111. The prior balance in the Bank of America money market account
26 ending in 5111 was previously equally divided between the parties.
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YCE G. DUCKWORTH
DISTRICT JUDGE

FAMILY DIVISION, DEPT. OF
JUDICIAL SERVICES, NEVADA 89101

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whereby each party received \$124,809.55 on or about December 24, 2012.

Said account is in Kirk's name and Kirk shall retain this account.

9. One-half of the balance in the Bank of America checking account ending in 4040, with a balance of \$36,346.02 as of February 5, 2013. Following the equal division of the balance contained in the account, Kirk shall retain this account.
10. One-half of the balance in the Bank of America account ending in 8682, with a balance of \$6,638.54 as of January 7, 2013. Said account is currently in Kirk's name. Following the equal division of the balance contained in the account, Kirk shall retain this account.
11. One-half of the balance in the Nevada Bank & Trust account ending in 2713, with a balance of \$740.42 as of February 4, 2013. Said account is currently in Kirk's name. Following the equal division of the balance contained in the account, Kirk shall retain this account.
12. One-half of the balance in the Nevada Bank & Trust account ending in 1275 (Certificate of Deposit), with a balance of \$16,360.45 as of February 5, 2013. Said account is currently in Kirk's name. Following the equal division of the balance contained in the account, Kirk shall retain this account.
13. One-half of the balance in the Wells Fargo account ending in 8032 (Certificate of Deposit), with a balance of \$28,809.58 as of February 5,

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2013. Said account is currently in Kirk's name. Following the division of the balance contained in the account, Kirk shall retain this account.
14. The prior balance in the UBS RMA account ending in 7066 was previously equally divided between the parties, whereby each party received \$455,727.35 on or about September 14, 2012. Said account is in Kirk's name and Kirk shall retain this account.
15. The entire balance in Kirk's separate property Bank of America account ending in 2521, with a balance of \$112,024.01 as of February 14, 2013. Said account is currently in Kirk's name and Kirk shall retain this account.
16. One-half of the balance of the Bank of America account ending in 8278, with a balance of \$46,622.74 as of February 14, 2013. Said account is currently in Kirk's name. Following the division of the balance contained in the account, Kirk shall retain this account.
17. The entire balance in Kirk's separate property UBS RMA account ending in 8538, with a balance of \$382,166.83 as of January 31, 2013. Said account is in Kirk's name and Kirk shall retain this account.
18. The prior balance in the UBS RMA account ending in 3201 was previously equally divided between the parties, whereby each party received \$51,458.17 on or about September 11, 2012. Said account is in Kirk's name and Kirk shall retain this account.
19. The entire balance in the Vanguard account ending in 4530/3952. The prior balance in the Vanguard account ending in 4530/3952 was previously

1 equally divided between the parties, whereby each party received, on or
2 about September 27, 2012, the following: \$365,071.73, one thousand
3 shares of GLD, \$37,500.00 par value Missouri State Water Pollution
4 Control municipal bonds, and \$37,500.00 par value Elgin, Texas School
5 District municipal bonds. Said account is in Kirk's name and Kirk shall
6 retain the account.
7

8
9 20. The entire balance in the Charles Schwab account ending in 4245. The
10 prior balance in the Charles Schwab account ending in 4245 was
11 previously equally divided between the parties, whereby each party
12 received \$386,293.42 on or about September 11, 2012. Said account is
13 in Kirk's name and Kirk shall retain the account.
14

15 21. With respect to the Legacy Treasury Direct account ending in 6330, this
16 account previously had a balance of \$4,200,000.00. Of this amount,
17 \$3,200,00.00 of that amount was equally divided by the parties whereby
18 each party received \$1,600,000.00 on or about September 17, 2012.
19 Following the settlement between the parties and after the division of
20 assets was memorialized on the record during the hearing before the Court
21 on December 3, 2012, the then remaining balance of the Legacy Treasury
22 Direct account ending in 6330, which was "reserved to equalize the
23 division of assets," was utilized to equalize the division of assets between
24 the parties with Vivian receiving \$470,800.00 and Kirk receiving
25 \$529,200.00 on or about December 20, 2012. Said distributions fully
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1 liquidated the Legacy Treasury Direct account ending in 6330 and it no
2 longer exists.
3

4 22. The entire balance in Kirk's UBS IRA account ending in 3211, with a
5 balance of \$142,404.91 as of January 31, 2013. Said account is in Kirk's
6 name and Kirk shall retain the account.
7

8 23. The entire balance in Kirk's UBS KJ&C Pooled account ending in 722-
9 140, with a balance of \$14,011.95 as of September 30, 2012. Said
10 account is in Kirk's name and Kirk shall retain the account.
11

12 24. Kirk's UBS Profit Sharing Plan account ending in 3354, with a balance of
13 \$797,335.53 as of December 31, 2012, subject to Vivian's right to that
14 portion of said account necessary to equalize the difference between the
15 combined total of Kirk's UBS IRA account ending 3211 and UBS KJ&C
16 Pooled account ending 722-140 with Vivian's Charles Schwab IRA account
17 ending 2759. Following entry of the Decree of Divorce a Qualified
18 Domestic Relations Order ("QDRO") shall be utilized for the division of
19 this account. A QDRO has been prepared, circulated, and is in the process
20 of being finalized. This Court shall retain jurisdiction to enter said
21 qualified order.
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24 25. One-half of the gold and silver coins acquired by the parties during
25 marriage. Kirk has received the following gold coins: 55 American Eagle
26 gold coins, 55 Canadian Maple Leaf gold coins, and 55 S. African
27 Krugerrand gold coins. Kirk has received 2,500 Silver Eagle silver coins.
28

- 1 26. The 2009 Chevrolet Z71 Crew Cab pickup truck.
- 2 27. The 2008 Acura MDX.
- 3
- 4 28. The 2000 Chevrolet Z71 Extended Cab pickup truck.
- 5 29. All personal property items identified and appraised by Joyce Newman as
- 6 set forth in the "Summary Appraisal Report Volume II of II" with an
- 7 effective date of November 20, 2012.
- 8
- 9 30. All of the guns (except for the Colt Government Model 380 and the Smith
- 10 & Wesson Model 37 - 38 caliber Airweight which have been previously
- 11 provided to Vivian), together with all accessories, including, but not
- 12 limited to all ammunition, gun cleaning supplies, scopes, cases, etc.
- 13
- 14 31. All of the furniture Kirk received from his parents including: his parent's
- 15 bedroom set (which was in the guest bedroom); his mother's alder china
- 16 cabinet and buffet; his mother's needlepoint bench that was made by her
- 17 brother Ray; his mother's small wooden rocking chair; and his father's high
- 18 back wooden chair with red needlepoint.
- 19
- 20 32. The following personal property items identified and appraised by Joyce
- 21 Newman as set forth in the "Summary Appraisal Report Volume I of II"
- 22 with an effective date of November 20, 2012: 21 Stairmaster; 24 Elliptical;
- 23 25 Vectra; 26 Rotator Cuff; 28 Bike; 29 Shop Stool; 30 Block bells; 31
- 24 Bench; 35 Foosball; 38 Grey lockers; 40 2000 truck; 41 Acura; 42
- 25 Silverado; 43 Safe; 74 Pool Table; 75 Upright Piano; 76 Credenza/file; 77
- 26 Display Cabinet; 78 Four leather stools; 80 work on paper; 81 work on
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paper; 82 work on paper; 83 pool Cues; 84 Desk; 85 work on paper; 86
work on paper; 87 work on paper; 88 work on paper; 116 Chest Table; 117
Side Table; 121 Side Table; 126 Rug; 127 Rug; 129 Side Table; 130
Bedroom Suite; 131 Iron bed; 132 Armchair.

33. Except as provided otherwise herein, any and all of Kirk's clothing, jewelry,
articles of personal adornment, miscellaneous personal possessions, and
personal affects, including family heirlooms and personal property received
by or inheritance.
34. Parcel #6050-A-1, consisting of approximately 107.26 acres, in
Washington County, Utah, together with all improvements thereon and
all appurtenances thereto, including Water Right #208 (Harrison Spring)
and Water Right #71-4172 (5 acre feet), subject to Vivian's community
property interest therein, as well as any and all reimbursement claims to
the ranch property, the total amount of which the parties stipulated to
being \$285,000.00.
35. Parcel #6052, consisting of approximately 39.91 acres, in Washington
County, Utah, together with all improvements thereon and all
appurtenances thereto, including Water Right #413 (Unnamed Spring)
and Water Rights #71-4450 and #71-4173 (total of 4 acre feet for #71-
4450 & #71-4173).

- 1 36. Parcel #6050-C, consisting of approximately 3.23 acres, in Washington
2 County, Utah, together with all improvements thereon and all
3 appurtenances thereto including Water Right #71-3613.
- 4
5 37. Parcel #6050-B, consisting of approximately .87 acres, in Washington
6 County, Utah, together with all improvements thereon and all
7 appurtenances thereto.
- 8
9 38. Parcel #6049, consisting of approximately 50.62 acres, in Washington
10 County, Utah, together with all improvements thereon and all
11 appurtenances thereto, including any and all water rights, including, but
12 not limited to, the following water rights: Water Right #138 (Tullis Spring
13 Area), Water Right #295 (Silent Spring), Water Right #296 (Tullis
14 Spring), Water Right #297 (Tullis Gulch), and Water Right #299
15 (Hideout Spring).
- 16
17 39. Parcel #6050-D, consisting of approximately 4.36 acres, in Washington
18 County, Utah, together with all improvements thereon and all
19 appurtenances thereto, including any and all water rights.
- 20
21 40. Parcel #6050-E, consisting of approximately 20.65 acres, in Washington
22 County, Utah, together with all improvements thereon and all
23 appurtenances thereto, including any and all water rights.
- 24
25 41. Parcel #6050-F, consisting of approximately 41.20 acres, in Washington
26 County, Utah, together with all improvements thereon and all
27 appurtenances thereto, including any and all water rights.
- 28

1 42. Vivian shall execute a quitclaim deed waiving and releasing any interest
2 whatsoever in the Utah ranch, including any and all water rights (to
3 include all parcels necessary).
4

5 43. The money and/or property each party receives pursuant to this Decree
6 shall be included for all purposes in the amount each party receives as part
7 of the ultimate resolution in the divorce between the parties, including any
8 and all entities or properties formed or purchased with their respective
9 portions of the distribution identified herein.
10

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any personal
12 property not identified and appraised by Joyce Newman in her Summary Appraisal
13 Report and not divided or otherwise confirmed to either party pursuant to the terms set
14 forth above shall be divided by way of an A/B List.
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following
17 accounts were established by Kirk for Brooke and Rylee under the Nevada Uniform Act
18 on Transfers to Minors (NUATM), and Kirk and Vivian have previously funded these
19 accounts, through annual gifts:
20

- 21 1. Charles Schwab Custodial Account of Kirk R. Harrison as Custodian for
22 Emma Brooke Harrison UNVUTMA until age 18, ending in 6622, with a
23 balance of \$33,251.70 as of December 31, 2012.
24
- 25 2. Vanguard Custodial Account of Kirk R. Harrison as Custodian for Emma
26 B. Harrison NV Unif Trans Min Act until age 18, ending in 0709, with a
27 balance of \$75,115.06 as of December 31, 2012.
28

1 3. Vanguard Custodial Account of Kirk R. Harrison as Custodian for Emma
2 B. Harrison NV Unif Trans Min Act until age 25, ending in 4276, with a
3 balance of \$210,664.16 as of December 31, 2012.
4

5 4. Vanguard Custodial Account of Kirk R. Harrison as Custodian for Rylee
6 M. Harrison NV Unif Tras Min Act until age 25, ending in 4250, with a
7 balance of \$210,094.80 as of December 31, 2012.
8

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as Rylee has
10 \$108,936.12 $[(33,251.70 + 75,115.06 + 210,664.16) - 210,094.80]$ less in her
11 accounts than Brooke has in her accounts (as a consequence of the difference in their
12 ages), Kirk and Vivian shall each make the following annual gifts (deposits) into Rylee's
13 account ending in 4250: (1) for tax year 2012, a deposit of \$10,000.00, which deposit
14 shall be made prior to April 15, 2013; (2) for tax year 2013, a deposit of \$10,000.00,
15 which deposit shall be made prior to April 15, 2014; (3) for tax year 2014, a deposit of
16 \$10,000.00, which deposit shall be made prior to April 15, 2015; (4) for tax year 2015,
17 a deposit of \$10,000.00, which deposit shall be made prior to April 15, 2016; (5) for tax
18 year 2016, a deposit of \$10,000.00, which deposit shall be made prior to April 15, 2017,
19 and (6) for tax year 2017, a deposit of \$5,000.00, which deposit shall be made prior to
20 April 15, 2018.
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24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a third party
25 custodian shall be appointed for each of the accounts identified above. If possible, the
26 parties shall designate a custodian who does not charge a custodial fee.
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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that that the
2 following 4-year tuition plans were established by Vivian for Brooke and Rylee with the
3 Nevada Prepaid Tuition Program, and and Kirk and Vivian have fully funded said plans:
4

5 1. Contract Number 10002618, Purchaser: Vivian L. Harrison, Beneficiary:
6 Emma B. Harrison; Tuition Plan: 4 Year University Plan; the Contract has
7 been paid in full with total contract payments of \$7,365.00.
8

9 2. Contract Number 10400042, Purchaser: Vivian L. Harrison; Beneficiary:
10 Rylee M. Harrison; Tuition Plan: 4 Year University Plan; the Contract has
11 been paid in full with total contract payments of \$12,750.00.
12

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that these accounts
14 shall continue to be overseen by Vivian with copies of the Annual Statements of Account
15 being provided to Kirk within 10 days of receipt.
16

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
18 shall sell Parcel #4025-A, consisting of approximately 60 acres, in Washington County,
19 Utah, together with Water rights #81-4115 (2 acre feet) and #81-433 (5 acre feet). IT
20 IS FURTHER ORDERED that Parcel #4025-A and Water rights #81-4115 and #81-
21 433 shall be listed for sale for Two Hundred Forty-Nine Thousand Dollars
22 (\$249,000.00).
23

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
25 shall sell Parcel #181-28-810-002, the residential lot located at 610 Lido Drive, Boulder
26 City, Nevada. Said Parcel #181-28-810-002 shall be listed for sale for Three Hundred
27 Eighty-Nine Thousand Dollars (\$389,000.00).
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Parcel #4025-
2 A and Parcel #181-28-810-002 shall be listed with a mutually selected real estate broker
3 for a period of six months. In the event either or both subject properties has not been
4 sold or is not in escrow to be sold during any six month listing period, then beginning
5 10 days after the expiration of the prior listing, said property or properties shall be listed
6 with the same real estate broker or, at the parties' mutual election, another real estate
7 broker, and the listed price of the subject property or properties shall be 5% less than the
8 list price during the prior six month period. IT IS FURTHER ORDERED that each
9 party shall equally share the net proceeds from the sale of each subject property. IT IS
10 FURTHER ORDERED that, upon the expiration of each six month listing period, in the
11 event the subject property has not been sold or is not in escrow to be sold, either party
12 hereto shall have the right to purchase the subject property for the listed price, without
13 the payment of or obligation to pay any real estate commission, upon written notice to
14 the other party within 5 days of the expiration of the listing.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the furniture
16 and furnishings in each of the children's bedrooms are the personal property of that
17 respective child.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with respect
19 to the family photographs and videos of the older children when they were younger,
20 which are in Kirk's possession, and the family photographs, all of the negatives of the
21 family photographs, and all of the videos of Brooke and Rylee, which are in Vivian's
22 possession, each party hereto shall pay one-half of the cost to transfer all of the

1 photographs (utilizing the negative whenever it is in existence) and all videos containing
2 one or more of the children to electronic storage and/or data base and to produce a total
3 of seven copies of that entire data base so that each party hereto and each of the children
4 have a copy. Each party shall fully cooperate with the other to facilitate the transfer and
5 copying of all photographs (negatives whenever possible) and videos which are the
6 subject of this Order.
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9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party
10 hereto is solely personally responsible for any debt (including any and all credit card
11 debt) he or she has at the time this Decree of Divorce is entered. The parties agree and
12 acknowledge that the joint credit card account with Nordstrom Bank has been
13 previously closed.
14

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Vivian shall
16 remove her name from Kirk's Costco membership on or before November 1, 2013.
17

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kirk shall be
19 responsible for maintaining his own medical insurance following the entry of this Decree
20 of Divorce, and Vivian shall be responsible for maintaining her own medical insurance
21 following the entry of this Decree of Divorce.
22

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall
24 file separate tax returns for the tax year 2012 and each year thereafter. Until such time
25 as Brooke is no longer eligible as a tax dependent, Vivian shall be entitled to claim Rylee
26 as a dependent each year on her tax return, and Kirk shall be entitled to claim Brooke
27 each year as a dependent on his tax return. In the year following the last year that
28

1 Trooke is eligible to be claimed as a tax dependent, the parties shall begin alternating
2 Rylee as a dependent with Vivian claiming Rylee in the first year.
3

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Joint
5 Preliminary Injunction that was previously issued in this matter on September 9, 2011,
6 is dissolved.
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court shall
9 retain jurisdiction to adjudicate any reimbursement owed to Vivian for community
10 expenses paid from separate property monies prior to November 30, 2012. The parties
11 have designated Cliff Beadle, CPA (for Kirk), and Melissa Attanasio, CFP, (for Vivian),
12 to meet and confer to prepare an accounting of said community expenses paid from
13 separate property.
14

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court shall
16 retain jurisdiction to divide any property (or debt) later discovered that has not been
17 specifically addressed in this Decree. If the Court finds that either party has willfully
18 withheld disclosure of any property or property interests, the Court may, in its
19 discretion, award all of that property to the other party. Further, in the event of such
20 willful non-disclosure, the Court may require the non-disclosing party to pay all
21 reasonable fees and costs incurred by the other party in pursuing his or her right to a
22 division or distribution of such property.
23

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
25 have reserved the issue of attorney's fees incurred in the divorce action. IT IS
26 FURTHER ORDERED that, pursuant to the terms of the agreement placed on the
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1 record, either party (or both parties) may file a motion with the Court seeking an award
2 of fees. This Court shall enter a separate order addressing the issue of attorney's fees and
3 costs. Independent of either party's pursuit of said fees and costs, IT IS FURTHER
4 ORDERED that, should either party be required to commence an action to enforce or
5 interpret the terms of this Decree, the Court shall order the non-prevailing party in that
6 action to pay the reasonable attorney's fees and costs incurred by the prevailing party,
7 including those fees and costs expended during notification or negotiation of the issue
8 presented to the Court in the action.
9

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
12 hereto shall each execute quitclaim deeds, stock transfers, and any and all other
13 instruments that may be required in order to effectuate transfer of any and all interest
14 either may have in and to the said property hereby conveyed to the other as hereinabove
15 specified. Should either party fail to execute any of said documents to transfer interest
16 to the other, this Decree of Divorce shall constitute a full and complete transfer of the
17 interest of one to the other as hereinabove provided. Upon failure of either party to
18 execute and deliver any such deed, conveyance, title, certificate or other document or
19 instrument to the other party, this Decree of Divorce shall constitute and operate as
20 such properly executed document and the County Assessor and County Recorder and
21 any and all other public and private officials are hereby authorized and directed to
22 accept this Decree of Divorce, or a properly certified copy thereof, in lieu of the
23 document regularly required for such conveyance or transfer.
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YCE C. BUCKWORTH
DISTRICT JUDGE

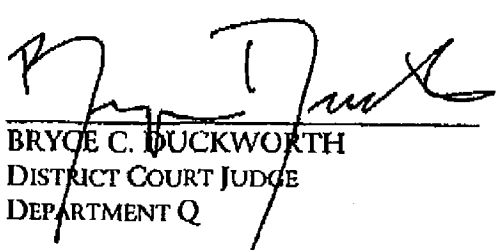
MILY DIVISION, DEPT. D
1 VEGAS, NEVADA 89101

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, except as
2 otherwise specified herein, any and all property acquired, income received or liabilities
3 incurred by either of the parties hereto from and after the date of the entry of this
4 Decree of Divorce, will be the sole and separate property of the one so acquiring the
5 same, and each of the parties hereto respectively grants to the other all such future
6 acquisitions of property as the sole and separate property of the one so acquiring the
7 same and holds harmless and agrees to indemnify the other party from any and all
8 liabilities incurred.
9

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any claim,
12 action or proceeding is brought seeking to hold one of the parties hereto liable on
13 account of any debt, obligation, liability, act or omission assumed by the other party, the
14 responsible party will, at his or her sole expense, defend the innocent party against any
15 such claim or demand and he or she will indemnify, defend and hold harmless the
16 innocent party.
17

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant
20 shall retain her married name of Vivian Marie Lee Harrison.

21 DATED this 31st day of October, 2013.
22

23
24 
25 BRYCE C. DUCKWORTH
26 DISTRICT COURT JUDGE
27 DEPARTMENT Q
28

BRYCE C. DUCKWORTH
DISTRICT JUDGE

JURY DIVISION, DEPT. Q
1 VEGAS, NEVADA 89101

Docketing statement question 26 attachment 6

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Alvin P. Quinn

CLERK OF THE COURT

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DISTRICT COURT

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CLARK COUNTY, NEVADA

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KIRK ROSS HARRISON,

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Plaintiff,

8

9

v.

CASE NO. D-11-443611-D

DEPT NO. Q

10

VIVIAN MARIE LEE HARRISON,

11

Defendant.

12

13

**NOTICE OF ENTRY OF
DECREE OF DIVORCE**

14

15

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

16

17

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19

Please take notice that an Order From Hearing has been entered in the above-entitled matter. I hereby certify that on the above file stamped date, I caused a copy of the Decree of Divorce and this Notice of Entry of Decree of Divorce to be:

20

☒ Placed in the folder(s) located in the Clerk's Office of the following attorneys:

21

Edward Kainen, Esq.

22

Thomas Standish, Esq.

23

Radford J. Smith, Esq.

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YCE C. DICKWORTH
DISTRICT JUDGE

JUDICIAL DIVISION, DEPT. Q
LAS VEGAS, NEVADA 89101

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☐ Mailed postage prepaid, addressed to the following attorney:

Gary Silverman, Esq.
6140 Plumas St., #200
Reno, NV 89519

Kimberly Weiss

Kimberly Weiss
Judicial Executive Assistant
Department Q

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

KIRK ROSS HARRISON
Appellant,

vs.

VIVIAN MARIE LEE HARRISON,
Respondent.

No. 66157

Electronically Filed
Aug 21 2014 03:20 p.m.
STATE CLERK
CIVIL APPEALS
Clerk of Supreme Court

DOCKETING STATEMENT

CIVIL APPEALS

GENERAL INFORMATION

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

WARNING

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

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

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

1. Judicial District Eighth Department Q
County Clark Judge Bryce Duckworth
District Ct. Case No. D443611

2. Attorney filing this docketing statement:

Attorney Robert L. Eisenberg, Esq. Telephone 775-786-6868
Firm Lemons, Grundy & Eisenberg
Address 6005 Plumas St., Third Floor
Reno NV 89509

Client(s) Kirk Ross Harrison

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

3. Attorney(s) representing respondents(s):

Attorney Radford Smith, Esq. Telephone 702-990-6448
Firm Radford J. Smith, Chartered
Address 64 North Pecos Road, Suite 700
Las Vegas, Nevada 89074

Client(s) Vivian Marie Lee Harrison

Attorney Gary Silverman Telephone 775-322-3223
Firm Silverman, Decaria & Kattelman, Chtd.
Address 6140 Plumas Street, Suite 200
Reno, Nevada 89519

Client(s) Vivian Marie Lee Harrison

(List additional counsel on separate sheet if necessary)

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

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input checked="" type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input checked="" type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input checked="" type="checkbox"/> Other disposition (specify): <u>orders on motions</u> |

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

- ☒ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

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

Kirk Ross Harrison v. Vivian Marie Lee Harrison
Supreme Court No. 66072

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

None

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

This is a divorce action involving custody of minor children and financial issues. A Decree of Divorce was entered by the District Court on October 31, 2013, followed by post-decree motions. This appeal only involves orders relating to custody.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the district court erred in its rulings dealing with the custody issues of teenage discretion and parenting coordinators.

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

None.

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

☒ N/A

☐ Yes

☐ No

If not, explain:

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

☐ Reversal of well-settled Nevada precedent (identify the case(s))

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

☐ A substantial issue of first impression

☒ An issue of public policy

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

☐ A ballot question

If so, explain: This appeal deals with the public policy involving the extent to which so-called parenting coordinators may be involved in child custody matters, and the extent to which teenage discretion provisions are valid.

13. Trial. If this action proceeded to trial, how many days did the trial last? 0

Was it a bench or jury trial? N/A

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

No.

TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from see attached sheet

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

See attached sheet

16. Date written notice of entry of judgment or order was served 10/31/13 (divorce)

Was service by:

☒ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b) Date of filing _____

☒ NRCP 52(b) Date of filing Nov 14, 2013

☒ NRCP 59 Date of filing Nov 14, 2013

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

(b) Date of entry of written order resolving tolling motion 6/13/14

(c) Date written notice of entry of order resolving tolling motion was served 6/16/14

Was service by:

☐ Delivery

☒ Mail

18. Date notice of appeal filed Jul 17, 2014

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:
Notice of Cross Appeal was filed by Respondent, Vivian Marie Lee Harrison, on 7/21/14.

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

NRAP 4(a)(1) and (4)

SUBSTANTIVE APPEALABILITY

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

(a)

- | | |
|--|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input checked="" type="checkbox"/> Other (specify) <u>NRAP 3A(b)(7) and (8)</u> | |
-

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

The divorce decree is a final judgment; the subsequent orders are either orders dealing with child custody (NRAP 3A(b)(7)) or special orders after final judgment (NRAP 3A(b)(8)).

21. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Plaintiff, Kirk Ross Harrison
Defendant, Vivian Marie Lee Harrison

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

N/A

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

There were multiple claims and issues in the divorce, but this appeal docket only deals with custody issues involving the parenting coordinator and the teenage discretion provisions.

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

☒ Yes

☐ No

24. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

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

Kirk Ross Harrison

Name of appellant

Robert L. Eisenberg, Esq.

Name of counsel of record

August 20, 2014

Date

Robert L. Eisenberg

Signature of counsel of record

Nevada, Washoe County

State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 21st day of August, 2014, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Master service list for e-service:

Edward L. Kainen

Thomas J. Standish

Radford J. Smith

Gary R. Silverman

Mail:

Kirk Harrison

Settlement Judge Lansford Levitt

Dated this 21st day of August, 2014

Margie Levin

Signature

Attachment to docketing statement

Answer to Question 15:

October 29, 2013: Order for appointment of parenting coordinator (appealed)

October 31, 2013: Decree of Divorce (appealed re child custody matters only)

November 14, 2013: Motion to Alter, Amend, Correct and Clarify Judgment

December 17, 2013: Order regarding parent/child issues (appealed)

June 13, 2014: Order on tolling motion and motion regarding teenage discretion
(appealed; notice of entry served June 16, 2014)

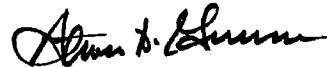
July 7, 2014: Notice of Appeal

Winston Products v. DeBoer, 122 Nev. 517, 526, 134 P.3d 726, 732 (2006)(tolling motion tolls time to appeal from special order after final judgment)

Attachments for Question 26

1. Complaint filed March 18, 2011
2. Answer/Counterclaim filed November 23, 2011
3. Order for Appointment of Parenting Coordinator, filed October 29, 2013
4. Notice of entry re #3, served October 29, 2013
5. Decree of Divorce filed October 31, 2013
6. Notice of entry re #5, served October 31, 2013
7. Motion (to alter or amend; no exhibits) filed November 14, 2013
8. Order re parent/child issues filed December 17, 2013
9. Notice of Entry re #8, served December 19, 2013
10. Order from hearing (on teenage discretion and on motion to alter or amend) filed June 13, 2014
11. Notice of Entry re #10, served June 16, 2014

Docketing statement question 26 attachment 1



CLERK OF THE COURT

COMD

Howard Ecker, Esq.
Nevada Bar No. 1207
Andrew L. Kynaston, Esq.
Nevada Bar No. 8147
ECKER & KAINEN, CHARTERED
300 S. Fourth St., Suite 901
Las Vegas, Nevada 89101
(702) 384-1700
(702) 384-8150 (Fax)
adminstration@eckerkainen.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D
DEPT NO. I

Date of Hearing: N/A
Time of Hearing: N/A

COMPLAINT FOR DIVORCE

COMES NOW, Plaintiff, KIRK ROSS HARRISON, and states his cause of action against Defendant, VIVIAN MARIE LEE HARRISON, as follows:

I.

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

. . . .

. . . .

ECKER & KAINEN CHARTERED
A Professional Law Corporation

Tel (702) 384-1700 300 South Fourth Street Las Vegas, Nevada 89101 Fax (702) 384-8150
Bank of America Plaza, Suite 901

II.

That Plaintiff and Defendant were intermarried in the City of Las Vegas, State of Nevada, on or about November 5, 1982, and are husband and wife.

III.

That there are two (2) minor children the issue of said marriage, to wit: EMMA BROOKE HARRISON, born June 26, 1999; and RYLEE MARIE HARRISON, born January 24, 2003. The parties also have three (3) adult children.

IV.

That the parties are fit and proper persons to have the joint legal custody of said minor children.

V.

That Plaintiff be awarded the primary physical care, custody and control of the minor children herein.

VI.

That the Court should retain jurisdiction to make an appropriate award of child support.

VII.

That such child support shall be payable through wage assignment pursuant to NRS Chapter 31A, should any child support obligation become over thirty (30) days delinquent, to the extent such child support is ordered.

VIII.

That Plaintiff will maintain the cost of major medical insurance coverage for the minor children herein, with the parties equally dividing all medical, dental (including orthodontic), psychological and optical expenses of said minor children not

covered by insurance, until such time as each child, respectively,
(1) becomes emancipated, or (2) attains the age of eighteen (18)
years, the age of majority, unless each child is still attending
secondary education when each child reaches eighteen (18) years of
age, in which event said medical coverage shall continue until
each child, respectively, graduates from high school, or attains
the age of nineteen (19) years, whichever event first occurs.

IX.

That neither party is entitled to alimony from the other
party herein.

X.

That there is community property of the parties herein
to be adjudicated by the Court, the full nature and extent of
which is unknown to Plaintiff at this time, and Plaintiff prays
leave of the Court to amend this Complaint when additional
information becomes available.

XI.

That there are no community debts of the parties herein
to be adjudicated by the Court.

XII.

That there exists separate property of the parties to be
confirmed to each party, the full nature and extent of which is
unknown to Plaintiff at this time, and Plaintiff prays leave of
the Court to amend this Complaint when additional information
becomes available.

XIII.

That Defendant has engaged in an individual act or
course of actions which, individually or together, have

1 constituted marital waste, and therefore Plaintiff should be
2 compensated for the loss and enjoyment of said wasted community
3 asset(s).

4 XIV.

5 That Plaintiff requests this Court to jointly restrain
6 the parties herein in accordance with the terms of the Joint
7 Preliminary Injunction issued herewith.

8 XV.

9 That Plaintiff has been required to retain the services
10 of ECKER & KAINEN, CHARTERED, to prosecute this action, and is
11 therefore entitled to reasonable attorney's fees and costs of
12 suit.

13 XVI.

14 That the parties hereto are incompatible in marriage.

15 WHEREFORE, Plaintiff prays judgment as follows:

16 1. That the bonds of matrimony now and heretofore
17 existing between Plaintiff and Defendant be dissolved; that
18 Plaintiff be granted an absolute Decree of Divorce; and that each
19 of the parties hereto be restored to the status of a single,
20 unmarried person;

21 2. That the parties be awarded joint legal custody of
22 the minor children herein;

23 3. That Plaintiff be awarded the primary physical
24 care, custody and control of the minor children herein;

25 4. That the Court retain jurisdiction to enter an
26 appropriate award of child support.

27 5. That child support be paid through wage assignment
28 pursuant to NRS Chapter 31A, should payment of any child support

1 obligation be thirty (30) days delinquent, to the extent child
2 support is ordered;

3 6. That Plaintiff be ordered to provide the cost of
4 major medical insurance coverage for the minor children herein,
5 with the parties equally dividing all medical, dental (including
6 orthodontic), psychological or optical expenses of said minor
7 children not covered by insurance, until such time as each child,
8 respectively, (1) becomes emancipated, or (2) attains the age of
9 eighteen (18) years, the age of majority, unless each child is
10 still attending secondary education when each child reaches
11 eighteen (18) years of age, in which event said medical coverage
12 and payment of the children's noncovered medical expenses shall
13 continue until each child, respectively, graduates from high
14 school, or attains the age of nineteen (19) years, whichever event
15 first occurs;

16 7. That neither party be required to pay the other
17 spousal support;

18 8. That this Court make an equitable division of the
19 community assets;

20 9. That this Court confirm to each party his or her
21 separate property;

22 10. That Defendant reimburse Plaintiff for one-half of
23 the amounts and/or values of all community and jointly held
24 property which she has wasted and/or dissipated;

25 11. That this Court issue its Joint Preliminary
26 Injunction enjoining the parties pursuant to the terms stated
27 therein;

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12. That Defendant be ordered to pay a reasonable sum to Plaintiff's counsel as and for attorney's fees, together with the cost of bringing this action;

13. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 18th day of March, 2011

ECKER & KAINEN, CHARTERED

By: 

EDWARD L. KAINEN, ESQ.
Nevada Bar No. 5029
300 S. Fourth Street, #901
Las Vegas, Nevada 89101
Attorneys for Plaintiff

V E R I F I C A T I O N

STATE OF NEVADA)
COUNTY OF CLARK) ss:

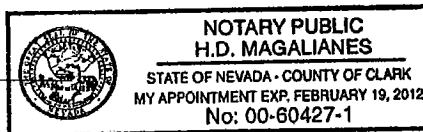
KIRK ROSS HARRISON, being first duly sworn, deposes and says:

That I am the Plaintiff herein; that I have read the foregoing Complaint for Divorce and the same is true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

Kirk R. Harrison
KIRK ROSS HARRISON

SUBSCRIBED AND SWORN to before me
this 18th day of March, 2011.

H.D. Magalanes
NOTARY PUBLIC in and for said
County and State



Docketing statement question 26 attachment 2

1 ANSW

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 64 N. Pecos Road, Suite 700

6 Henderson, Nevada 89074

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 rsmith@radfordsmith.com

10 GARY R. SILVERMAN, ESQ.

11 SILVERMAN, DECARIA, & KATTLEMAN

12 Nevada State Bar No. 000409

13 6140 Plumas St. #200

14 Reno, NV 89519

15 Telephone: (775) 322-3223

16 Facsimile: (775) 322-3649

17 Email: silverman@silverman-decaria.com

18 Attorneys for Defendant/Counterclaimant

19 **DISTRICT COURT**

20 **CLARK COUNTY, NEVADA**

21 KIRK ROSS HARRISON,

22 Plaintiff/

23 Counterdefendant,

24 v.

25 VIVIAN MARIE LEE HARRISON,

26 Defendant/

27 Counterclaimant

CASE NO.: D-11-443611-D

DEPT NO.: Q

FAMILY DIVISION

28 **ANSWER TO COMPLAINT FOR DIVORCE**
AND COUNTERCLAIM FOR DIVORCE

COMES NOW, Defendant/Counterclaimant, VIVIAN MARIE LEE HARRISON, by and through her attorneys RADFORD J. SMITH, ESQ., of the law offices of RADFORD J. SMITH, CHARTERED, and GARY R. SILVERMAN, ESQ., of the law offices of SILVERMAN, DECARIA, &

FILE COPY
NOV 28 2011

1 KATTLEMAN, and sets forth her Answer to the Complaint for Divorce of Plaintiff, and her
2 Counterclaim for Divorce as follows:

3 **ANSWER TO COMPLAINT FOR DIVORCE**

- 4
- 5 1. Defendant denies all material allegations not specifically admitted herein.
- 6 2. Defendant admits all material allegations contained in Paragraphs I, II, III, IV, VI, VII,
7 VIII, XIV and XVI of the Complaint for Divorce.
- 8 3. Defendant denies the allegations contained in Paragraphs V, IX, XI, XIII and XV of the
9 Complaint.
- 10 4. Answering Paragraph X, Defendant admits that there is community property of the
11 parties herein to be adjudicated by the Court, but denies all remaining allegations contained in said
12 paragraph.
- 13 5. Answering Paragraph XII, Defendant is without sufficient information and knowledge to
14 form a belief as to those allegations and on this basis, denies the same.

15 **COUNTERCLAIM FOR DIVORCE**

- 16
- 17 1. For more than six weeks immediately preceding the commencement of this action,
18 Defendant/Counterclaimant has been, and now is, a resident of the County of Clark, State of Nevada.
- 19 2. That Defendant/Counterclaimant and Plaintiff/Counterdefendant were married in the City
20 of Las Vegas, State of Nevada, on or about November 5, 1982, and have ever since been husband and
21 wife.
- 22 3. The parties have two minor children born the issue of this marriage, namely, EMMA
23 BROOKE HARRISON, born June 26, 1999; and RYLEE MARIE HARRISON, born January 24, 2003.
24 The parties also have three adult children. The parties have not adopted any children, and VIVIAN is not
25 pregnant.
- 26
27
28

- 1 4. That the parties should be awarded joint legal custody of the minor children.
- 2 5. That Defendant/Counterclaimant should be awarded primary physical custody of the
- 3 minor children, subject to the rights of specific visitation of Plaintiff/Counterdefendant.
- 4
- 5 6. That Plaintiff/Counterdefendant should be ordered to pay child support for the minor
- 6 children, pursuant to NRS 125B.070 *et. seq.*, until such time as each child, respectively, reaches the age
- 7 of eighteen (18) years, graduates from high school, or otherwise emancipates, whichever occurs later,
- 8 but in any event no later than the age of nineteen (19) years.
- 9
- 10 7. That Plaintiff/Counterdefendant should be ordered to provide medical and dental
- 11 insurance for the minor children, with the parties equally dividing all deductibles and other expenses not
- 12 reimbursed by insurance, until such time as each child, respectively, reaches the age of eighteen (18)
- 13 years, graduates from high school, or otherwise emancipates, whichever occurs later, but in any event no
- 14 later than the age of nineteen (19) years.
- 15
- 16 8. That there is community property of the parties to be equitably divided by this court, the
- 17 full value and extent of which has not been determined at this time.
- 18
- 19 9. That there are community debts and/or obligations of the parties to be equitably divided
- 20 by this Court, the full extent of which has not been determined at this time.
- 21
- 22 10. That there is separate property belonging to the Defendant/Counterclaimant, which
- 23 property should be confirmed to Defendant/Counterclaimant as her separate property.
- 24
- 25 11. That there are separate debts and/or obligations of the Plaintiff/Counterdefendant, which
- 26 debts and/or obligations should be confirmed to Plaintiff/Counterdefendant as his separate debt.
- 27
- 28 12. That Defendant/Counterclaimant is entitled to receive, and Plaintiff/Counterdefendant is
- capable of paying, alimony and/or spousal support in a reasonable amount and for a reasonable period.

1 13. That Defendant/Counterclaimant has been required to retain the services of counsel in
2 this matter, and is therefore entitled to an award of attorney's fees and costs incurred as a result.

3 14. That the parties are now incompatible in marriage, such that their likes, dislikes, and
4 tastes have become so widely divergent that they can no longer live together as husband and wife.
5

6 WHEREFORE, Defendant/Counterclaimant prays judgment as follows:

7 1. That Plaintiff/Counterdefendant take nothing by way of his Complaint for Divorce;

8 2. That the bonds of matrimony now and previously existing between Plaintiff/Counter-
9 defendant and Defendant/Counterclaimant be forever and completely dissolved, and that each party be
10 restored to the status of an unmarried person;
11

12 3. That the parties be awarded joint legal custody of the minor children, EMMA BROOKE
13 HARRISON, born June 26, 1999; and RYLEE MARIE HARRISON, born January 24, 2003;

14 4. That Defendant/Counterclaimant be awarded primary physical custody of the minor
15 children, subject to the rights of specific visitation of Plaintiff/Counterdefendant;
16

17 5. That Plaintiff/Counterdefendant be ordered to pay child support for the minor children,
18 pursuant to NRS 125B.070 *et. seq.*, until such time as each child, respectively, reaches the age of
19 eighteen (18) years, graduates from high school, or otherwise emancipates, whichever occurs later, but
20 in any event no later than the age of nineteen (19) years;
21

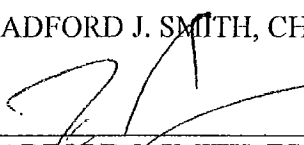
22 6. That Plaintiff/Counterdefendant should be ordered to provide medical and dental
23 insurance for the minor children, with the parties equally dividing all deductibles and other expenses not
24 reimbursed by insurance, until such time as each child, respectively, reaches the age of eighteen (18)
25 years, graduates from high school, or otherwise emancipates, whichever occurs later, but in any event no
26 later than the age of nineteen (19) years.
27

28 7. For an equitable division of community property of the parties;

- 1 8. For an equitable division of the community debts and/or obligations of the parties;
- 2 9. That Defendant/Counterclaimant's separate property be confirmed to her, free of all
- 3 claims by Plaintiff/Counterdefendant;
- 4
- 5 10. That Plaintiff/Counterdefendant's separate debt be confirmed to him and that Plaintiff/
- 6 Counterdefendant be required to indemnify and hold Defendant/Counterclaimant harmless from those
- 7 obligations;
- 8
- 9 11. For an award of alimony and/or spousal support in a reasonable amount and for a
- 10 reasonable duration;
- 11 12. For an award of Defendant/Counterclaimant's attorney's fees and costs incurred herein;
- 12 13. For such other and further relief as the court finds just in the premises.

13 Dated this 22 day of November, 2011.

14 RADFORD J. SMITH, CHARTERED


15 
16 _____
17 RADFORD J. SMITH, ESQ.
18 Nevada State Bar No. 002791
19 64 N. Pecos Road, Suite 700
20 Henderson, Nevada 89074
21 Attorney for Defendant/
22 Counterclaimant
23
24
25
26
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28

VERIFICATION

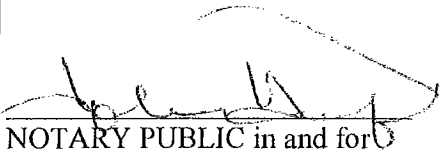
STATE OF NEVADA }
COUNTY OF CLARK } ss:

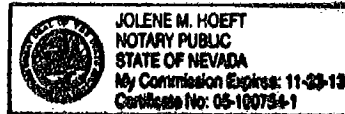
VIVIAN MARIE LEE HARRISON, having been duly sworn, deposes and says;

That I am the Defendant/Counterclaimant in the above referenced matter; that I have read the foregoing Answer to Complaint for Divorce and Counterclaim for Divorce, and that the same is true and correct to the best of my own knowledge, except for those matters stated upon information and belief, and for those matters, I believe them to be true.


VIVIAN MARIE LEE HARRISON

Subscribed and Sworn before me
this 22 day of November, 2011.


NOTARY PUBLIC in and for
the State of Nevada



CERTIFICATE OF SERVICE

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

I served the foregoing document described as "ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM FOR DIVORCE" on this 23 day of November, 2011, to all interested parties as follows:

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


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

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

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

Thomas J. Standish, Esq.
Jolley, Urga, Wirth, Woodbury & Standish
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, NV 89169
tjs@juwww.com

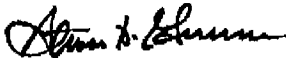
Edward L. Kainen, Esq.
Kainen Law Group, PLLC
10091 Park Run Drive, Suite 110
Las Vegas, NV 89145
ed@kainenlawgroup.com


An employee of Radford J. Smith, Chartered

Docketing statement question 26 attachment 3

1 ORDR
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Electronically Filed
10/29/2013 11:54:30 AM


CLERK OF THE COURT

DISTRICT COURT

5 CLARK COUNTY, NEVADA
6

7 KIRK ROSS HARRISON,)
8)

Plaintiff,)
9)

v.)

CASE NO. D-11-443611-D
DEPT NO. Q

10 VIVIAN MARIE HARRISON,)
11)

Defendant.)
12)
13

14 ORDER FOR APPOINTMENT OF
15 PARENTING COORDINATOR

16 On July 11, 2012, this Court entered the parties' Stipulation and Order Resolving
17 Parent/Child Issues (hereinafter referred to as "Parenting Plan"). Said Parenting Plan
18 expressly mandated that the parties "hire a Parenting Coordinator to resolve disputes
19 between the parties regarding the minor children." Parenting Plan 5:17-18 (Jul. 11,
20 2012). Thus, pursuant to the express terms of their Parenting Plan, the parties
21 consented to the appointment of a Parenting Coordinator to resolve disputes, and not
22 merely to provide mediation services. As this Court's Order, the resolution of disputes
23 contemplates decision-making authority pursuant to the terms and limitations set forth
24 herein. The Court having considered all of the pleadings on file herein, and good cause
25 appearing, does hereby Order the appointment of a Parenting Coordinator under the
26 following terms and conditions:
27
28

YCE C. DUCKWORTH
DISTRICT JUDGE

MILY DIVISION, DEPT. Q
VEGAS, NEVADA 89101

1 **1.0 APPOINTMENT AND DESIGNATION OF TERMS**

2 Margaret Pickard is hereby appointed as Parenting Coordinator in this matter
3 (said appointee hereinafter referred to as the "Parenting Coordinator"). The Parenting
4 Coordinator's full name, title, mailing addresses and phone numbers are as follows:
5

6 Name: Margaret Pickard
7

8 Street Address: 10120 S. Eastern Ave #200

9 City: Henderson State: Nevada Zip Code: 89052

10 Telephone #: (701) 595-6771 Fax # (702) 605-7321

11 E-mail: margaretpickard@aol.com

12 **2.0 PARENTING COORDINATOR FEES/EXPENSE SHARING**

13 Hourly fees for the services of the Parenting Coordinator shall be set by the
14 Parenting Coordinator pursuant to a written agreement with the parties. All fees shall
15 be advanced equally by the parties. The Parenting Coordinator may recommend a re-
16 allocation of fees and costs on any single issue if it appears that the conduct of one party
17 warrants same.
18

19 **3.0 GENERAL AUTHORITY**

20 The Parenting Coordinator shall have the general authority to recommend a
21 resolution to parent/child and custody/visitation issues, as set forth below and within the
22 following guidelines:
23

24 3.1 Facilitate the resolution of disputes regarding the implementation of the
25 parenting plan, the schedule, or parenting issues, provided such resolution does not
26 involve a substantive change to the shared parenting plan. A substantive change is
27
28

1 defined as a modification to the parenting plan that (a) significantly changes the
2 timeshare of the children with either parent; or (b) modifies the timeshare such that it
3 amounts to a change in the physical custody designation.
4

5 3.2 Recommend the implementation of non-substantive changes to, and/or
6 clarify, the parenting plan, including but not limited to issues such as:
7

8 (a) transitions/exchanges of the children including date, time, place,
9 means of transportation and transporter;

10 (b) holiday sharing;

11 (c) summer or track break vacation sharing and scheduling;

12 (d) communication between the parents;

13 (e) health care management issues, including choice of medical providers
14 and payment of unreimbursed medical expenses (including dental, orthodontic,
15 psychological, psychiatric or vision care), pursuant to the Court's order for payment of
16 said expenses;
17

18 (f) education or day care including but not limited to, school choice,
19 tutoring, summer school, and participation in special education testing and programs;
20 as well as allocation of the cost for the foregoing items;
21

22 (g) children's participation in religious observances and religious
23 education;
24

25 (h) children's participation in extracurricular activities, including camps
26 and jobs;
27

28 (i) children's travel and passport issues;

1
2 (j) purchase and sharing of children's clothing, equipment and personal
3 possessions, including possession and transporting of same between households;

4 (k) children's appearance and/or alteration of children's appearance,
5 including haircuts, tattoos, ear, face or body piercing;
6

7 (l) communication between the parents including telephone, fax, e-mail,
8 etc. as well as communication by a parent with the children including telephone, cell
9 phone, pager, fax, and e-mail when the children are not in that parent's care; and
10

11 (m) contact with significant other(s) and/or extended families.

12 **4.0 PROCEDURES AND RELATED REQUIREMENTS**

13 4.1 Each party may provide the Parenting Coordinator with copies of pertinent
14 pleadings and orders which relate to the issues to be brought to the Parenting
15 Coordinator. The Parenting Coordinator shall also have direct access to all pertinent
16 orders and pleadings on file in the case, including files under a Sealing Order of the
17 Court.
18

19 4.2 All written communications by a party to the Parenting Coordinator shall
20 be copied or provided to the other party, concurrently.
21

22 4.3 Each parent is responsible for contacting the Parenting Coordinator within
23 ten (10) days of entry of this order to schedule an initial meeting. The parties shall
24 make themselves and the minor children available for meetings and/or appointments as
25 deemed necessary by the Parenting Coordinator. The Parenting Coordinator shall
26 determine in each instance whether an issue warrants a meeting with the parties.
27
28 ...

1
2 4.4. The parties shall participate in good faith in an initial mediation/conflict
3 resolution process with the Parenting Coordinator in an effort to resolve a dispute.

4 (a) Should mediation result in an agreement, the Parenting Coordinator
5 shall prepare a simple "Agreement" on the subject for signature by each party and the
6 Parenting Coordinator. The Parenting Coordinator shall send a copy of the Agreement
7 to each party; the parties shall each sign the Agreement, and return their copy to the
8 Parenting Coordinator within fourteen (14) days from the date of receipt.
9

10 (b) Should the mediation not result in an Agreement, the Parenting
11 Coordinator shall prepare and send to the parties a written decision in the form of a
12 "Recommendation," as well as a courtesy copy to the Court, resolving the dispute. Said
13 Recommendation shall set forth the reasons for the Parenting Coordinator's decision.
14

15 (i) Within ten (10) days after the issuance of a Recommendation,
16 any party may file with the Court and serve upon the other party and Parenting
17 Coordinator a notice of Objection to the recommendation. The Parenting Coordinator
18 shall be given a copy of the Objection and notice of the hearing at least ten (10) days
19 prior to the hearing, unless otherwise ordered by the Court. The notice must include:
20

- 21 (1) A copy of the Recommendation;
22
23 (2) A concise statement setting forth the reasons that the
24 party disagrees with the Recommendation; and
25
26 (3) A statement of the relief requested.
27 ...
28 ...

1
2 (ii) If, within ten (10) days after issuance of the
3 Recommendation, a Notice of Objection is not filed, the Recommendation shall be
4 deemed approved by the Court and shall become an Order of the Court.

5 4.5 The parties understand that the Parenting Coordinator's Recommendation
6 is not a final decision and is not immediately effective, but rather can be reviewed by the
7 Court through the objection procedure. However, the parties are on notice and
8 understand that the purpose and intent of the Court in appointing a Parenting
9 Coordinator pursuant to the terms of their Parenting Plan is to resolve disputes between
10 the parties without the expense of litigation. Therefore, the Court will overturn a
11 Recommendation of the Parenting Coordinator only upon the showing of evidence to
12 the satisfaction of the Court to warrant such a result.
13

14 4.6 The parties shall provide in a timely manner any documents requested by
15 the Parenting Coordinator and/or execute any releases required for the Parenting
16 Coordinator to directly obtain documents or records which the Parenting Coordinator
17 deems relevant to the submitted issues. Failure to do so may result in imposition of
18 sanctions by the Court.
19

20 4.7 The Parenting Coordinator shall have the authority to interview and
21 require the participation of other persons whom the Parenting Coordinator deems to
22 have relevant information or to be useful participants in the parenting coordination
23 process, including, but not limited to, custody evaluator, teachers, health and medical
24 providers, stepparents, and significant others.
25
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1 5.0 PARENTING COORDINATOR APPEARANCES IN COURT

2
3 5.1 In the event that the testimony of the Parenting Coordinator is required
4 for any hearing, including depositions, or other Court action by one or both parties, the
5 Parenting Coordinator's fees for such services shall be paid by both parties, in advance,
6 according to the estimate by the Parenting Coordinator. The Court shall determine the
7 ultimate allocation of such fees between the parties.
8

9 5.2 A Parenting Coordinator directed by the Court to testify in a Court
10 proceeding shall not be disqualified from participating in further parenting coordination
11 efforts with the family, but the Court in its discretion may order the substitution of a
12 new Parenting Coordinator or may relieve the Parenting Coordinator of his/her duties
13 or the Parenting Coordinator may voluntarily determine that such substitution would
14 be appropriate.
15

16
17 6.0 GRIEVANCES

18 6.1 The Parenting Coordinator may be disqualified on any of the grounds
19 applicable to the removal of a Judge, Referee, Arbitrator, or Mediator, except that no
20 peremptory challenge shall be permitted.
21

22 6.2 Complaints or grievances from any party regarding the performance, actions
23 or billing of the Parenting Coordinator shall only be determined according to the
24 following procedure:
25

26 (a) A person having a complaint or grievance regarding the Parenting
27 Coordinator must discuss the matter with the Parenting Coordinator in person before
28 pursuing it in any other manner;

1
2 (b) If after discussion the party decides to pursue a complaint, that party
3 must first submit a written letter detailing the complaint or grievance to the Parenting
4 Coordinator with a copy to the parties;

5 (c) The Parenting Coordinator shall then provide a written response to
6 the grievance to the party or parties within thirty (30) days of the written complaint or
7 grievance; and
8

9 (d) If the grievance or complaint is not resolved after this exchange, the
10 complaining party may proceed by noticed motion to the Court addressing the issues
11 raised in the complaint or grievance.
12

13 6.3 Neither party may initiate a Court proceeding for a complaint or grievance
14 regarding the Parenting Coordinator without following the preceding procedure. Failure
15 to comply with said procedure may result in sanctions by the Court.
16

17 6.4 Neither party shall file any complaint or make any written submission
18 regarding the Parenting Coordinator to the Parenting Coordinator's licensing board
19 without first complying with these grievance procedures.
20

21 **7.0 TERMS OF APPOINTMENT**


22 7.1 The Parenting Coordinator is appointed until discharged by the Court.
23 The Parenting Coordinator may apply directly to the Court for a discharge, and shall
24 provide the parties with notice of the application for discharge. The Court may
25 discharge the Parenting Coordinator without a hearing unless either party requests a
26 hearing in writing within ten (10) days from the application for discharge.
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7.2 Either party may seek to suspend or terminate the Parenting Coordinator process by filing a motion with the Court. The Parenting Coordinator's services may not be terminated without order of the Court.

7.3 In the event that the Parenting Coordinator is discharged, the Court will furnish a copy of the Order of termination of the Parenting Coordinator.

DATED this 29th day of October, 2013.


BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE
DEPARTMENT Q

Docketing statement question 26 attachment 4

FILE COPY

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Steven D. Johnson

CLERK OF THE COURT

1 NEOJ

2
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4 DISTRICT COURT

5 CLARK COUNTY, NEVADA

6 KIRK ROSS HARRISON,)

7)
8 Plaintiff,)

9 v.)

CASE NO. D-11-443611-D

DEPT NO. Q

10 VIVIAN MARIE LEE HARRISON,)

11)
12 Defendant.)

13
14 NOTICE OF ENTRY OF
15 ORDER FOR APPOINTMENT OF
PARENTING COORDINATOR

16 TO: ALL PARTIES AND/OR THEIR ATTORNEYS

17 Please take notice that an Order From Hearing has been entered in the above-
18 entitled matter. I hereby certify that on the above file stamped date, I caused a copy of
19 the Order For Appointment of Parenting Coordinator and this Notice of Entry of
20 the Order For Appointment of Parenting Coordinator to be:
21

22 ☒ Placed in the folder(s) located in the Clerk's Office of the following attorneys:

23 Edward Kainen, Esq.
24 Thomas Standish, Esq.

25 Radford J. Smith, Esq.
26
27
28

YOE G. DUCKWORTH
DISTRICT JUDGE

FAMILY DIVISION, DEPT. Q
LAS VEGAS, NEVADA 89101

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☒ Mailed postage prepaid, addressed to the following attorney:

Gary Silverman, Esq.
6140 Plumas St., #200
Reno, NV 89519

Kimberly Weiss

Kimberly Weiss
Judicial Executive Assistant
Department Q

YOE C. DICKWORTH
DISTRICT JUDGE

FAMILY DIVISION, DEPT. Q
LAS VEGAS, NEVADA 89101