

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

2
3 KIRK ROSS HARRISON,

4 Appellant,

5 v.

6 VIVIAN MARIE LEE HARRISON,

7 Respondent.
8
9

Supreme Court No. 66157

District Court Case No. D44361

Electronically Filed
Mar 11 2015 09:41 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

10 **OPPOSITION TO MOTION TO REMOVE APPEAL FROM FAST TRACK PROGRAM;**
11 **OPPOSITION TO MOTION TO SUSPEND TIME FOR FAST TRACK STATEMENT**

12 Respondent, Vivian Marie Lee Harrison hereby opposes Appellant Kirk Ross Harrison's motion
13 to remove this appeal from the fast track program and for and order directing full briefing. Respondent
14 further opposes suspending the time for the filing of Appellant's fast track statement.
15

16 **I.**

17 **APPELLANT'S CONTENTION THAT THE MATTERS RAISED UPON APPEAL NEED**
18 **ADDITIONAL BRIEFING SHOULD BE DECIDED BY THE FAST TRACK PROCESS**

19 The fast track process plain design was to allow the Court an initial review of custody matters to
20 determine whether they could be addressed expeditiously through the fast track briefing process. The
21 Rules grant the Court the option to require further briefing after review of the fast track briefs. NRAP
22 3(g)(1). In order to avoid that initial review, a party must demonstrate that the issues are too complex or
23 too numerous to address through the fast track process. NRAP 3(g)(2).
24

25 Here, Appellant's motion consists of stating several grounds for appeal, none of which were
26 outlined in his Docketing Statement, and many of which, Respondent submits, are not germane to this
27 case. Appellant's fundamental argument is that the Court erred by enforcing the terms of a *stipulated*
28 parenting plan. The parties (including Appellant who is an experienced attorney acting now as co-

1 counsel to this appeal) and each of the parties' attorneys executed the parenting plan that included
2 "teenage discretion" language, and the agreement to appoint a Parenting Coordinator. In other words,
3 even though he agreed, and his experienced counsel helped draft and form the language of the parenting
4 plan and order from which he now appeals, he claims that the Court erred by enforcing the language in
5 those orders. In *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009), this Court held:

7 Parties are free to contract, and the courts will enforce their contracts if they are not
8 unconscionable, illegal, or in violation of public policy. *See D.R. Horton, Inc. v.*
9 *Green*, 120 Nev. 549, 558, 96 P.3d 1159, 1165 (2004) (citing unconscionability as a
10 limitation on enforceability of a contract); *NAD, Inc. v. Dist. Ct.*, 115 Nev. 71, 77, 976
11 P.2d 994, 997 (1999) (stating "parties are free to contract in any lawful matter"); *Miller v.*
12 *A & R Joint Venture*, 97 Nev. 580, 582, 636 P.2d 277, 278 (1981) (discussing public
policy as a limitation on enforceability of a contract). Therefore, parties are free to agree
to child custody arrangements and those agreements are enforceable if they are not
unconscionable, illegal, or in violation of public policy.

13 Respondent submits that the district court did not err when it enforced the agreements the parties entered
14 in the form of a Stipulated Parenting Plan, filed July 8, 2013. At its core, this is a case that involves the
15 simple enforcement of an agreement, and Respondent believes that this Court will so find after fast track
16 briefing and a review of the record of the case.

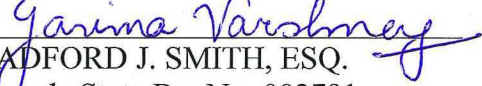
18 Appellant attempts to expand the issues to be addressed upon appeal by raising "public policy
19 issues" regarding the language he and his counsel agreed to in the parenting plan. Indeed, he ostensibly
20 wants this Court to find that the appointment of a Parenting Coordinator is unconstitutional, and that
21 allowing teenage discretion (even though NRS 125.480 specifically requires a district court to make
22 specific findings regarding the preference of children of "sufficient age and maturity") is against public
23 policy. These issues are not present in a case where a party **agreed** to the specific language in the
24 Court's order regarding the exercise of teenage discretion (that allows a right of review by the district
25 court of any exercise of discretion), and **agreed** to the appointment of a parenting coordinator.
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1 Contrary to appellant's contention, under the stipulated orders from which his appeal arises,
2 neither a teenager (by exercise of the limited discretion granted under the agreed language), nor a
3 parenting coordinator, can bind the district court to any determination. The district court has the ability
4 to review any exercise of discretion and any recommendations of the parenting coordinator; the district
5 court has final review of every decision.
6

7 Respondent submits that Appellant has greatly overstated the issues that are present in this case,
8 and that a grant of full briefing will deprive Respondent to forego the costs of the extended briefing
9 through the fast track process. Should the Court find through the fast track process that further briefing
10 is necessary, it can so order.
11

12 DATED this th10 day of March, 2015.

13 RADFORD J. SMITH, CHARTERED

14 By: 
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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 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 "Other Opposition to Motion To Remove Appeal From Fast Track Program; Opposition to Motion to Suspend Time for Fast Track Statement" on this 11th day of March, 2015, 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:

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