

CLERK OF THE COURT

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May 06 2015 10:05 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

1 **NOAS**  
2 **BLACK & LOBELLO**  
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10 Attorneys for Plaintiff,  
11 **KERSTAN HUBBS**

8 **DISTRICT COURT**  
9 **FAMILY DIVISION**  
10 **CLARK COUNTY, NEVADA**

10 **KERSTAN MICONE,**  
11 **Plaintiff,**

CASE NO.: D-08-388334-D

DEPT. NO.: J

12 vs.

13 **MICHAEL MICONE,**  
14 **Defendant.**

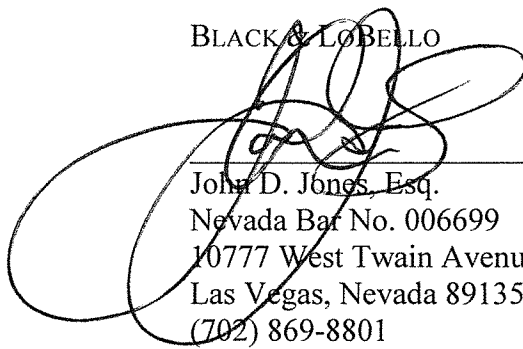
15 **NOTICE OF APPEAL**

16  
17 NOTICE is hereby given that Plaintiff, KERSTAN MICONE nka HUBBS, hereby  
18 appeals to the Supreme Court of Nevada the Order From Hearing January 15, 2015 filed On  
19 March 31, 2015, attached hereto as **Exhibit "A."**

20 DATED this 30 day of April, 2015.

21 Respectfully submitted:

22 **BLACK & LOBELLO**

23  
24   
25 John D. Jones, Esq.  
26 Nevada Bar No. 006699  
27 10777 West Twain Avenue, Suite 300  
28 Las Vegas, Nevada 89135  
(702) 869-8801  
Attorneys for Plaintiff  
KERSTAN HUBBS

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 30<sup>th</sup> day of April, 2015 I served a true and correct copy of Plaintiff's **NOTICE OF APPEAL**, upon each of the parties by **electronic service** through Wiznet, the Eighth Judicial District Court's e-filing/e-service system, pursuant to N.E.F.C.R. 9; and by depositing a copy of the same in a sealed envelope in the United States Mail, Postage Pre-Paid, addressed as follows:

Donn W. Prokopius, Esq.  
PROKOPIUS & BEASLEY  
931 South Third Street  
Las Vegas, NV 89101  
Email for Service: [general@pandblawyers.com](mailto:general@pandblawyers.com)  
*Attorneys for Defendant*

  
an Employee of BLACK & LOBELLO

## **Exhibit A**

## **Exhibit A**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

KERSTAN MICONE, nka  
KERSTAN HUBBS,

Plaintiff,

vs.

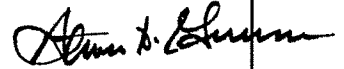
MICHAEL MICONE,

Defendant.

**CASE NO. : D-08-388334-D**

**DEPARTMENT J**

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CLERK OF THE COURT

**ORDER FROM HEARING JANUARY 15, 2015**

This matter came on for hearing before the Honorable Rena G. Hughes, Department J of the Eighth Judicial District Court, Family Division. Plaintiff, Kerstan Micone (nka Kerstan Hubbs, "Kerstan") was present and was represented by her attorney, John D. Jones, Esq., of Black & LoBello, and the Defendant, Michael Micone ("Michael") was present and represented by his attorney, Donn W. Prokopius, Esq., of Prokopius & Beasley. The Court, having read and reviewed all the papers and pleadings on file, and having heard oral argument of counsel, makes the following Findings of Fact and Orders.

**FINDINGS OF FACT**

The parties were divorced by Decree of Divorce dated April 17, 2009 in the Eighth Judicial District Court, Clark County, Nevada. The parties have two (2) minor children of the marriage, to wit: Isabella Micone, born March 26, 1998, and; Michael Micone, born January 7, 2005. The Decree of Divorce awarded Kerstan primary physical custody of the minor children, and the parties share joint legal custody.

1 The issues before the Court on January 15, 2015 were Michael's Motion for a change  
2 in custody of Isabella, to modify child support, resolve child support arrears, to address an  
3 omitted debt (HELOC), for Kerstan to refinance the omitted debt, for a holiday visitation  
4 schedule of the minor child, Michael, and for attorneys' fees. Kerstan filed an Opposition  
5 to Michael's Motion, and a Countermotion for reimbursement of the children's 529 college  
6 account, the Penn Life Insurance cash value liquidated by Michael (together totaling  
7 \$248,593.33), and to maintain the status quo for Isabella while she is attending school in  
8 Reno, Nevada.  
9

10 Some of the issues before the Court on January 15, 2015, were previously before the  
11 Court on June 26, 2013 at which time the parties stipulated to resolve the issues, and placed  
12 their agreements on the record<sup>1</sup>. The issues disposed of at the June 26, 2013 hearing  
13 included:  
14

- 15 1. Michael's liquidation of the cash value of life insurance policies listed in the  
16 Decree of Divorce, pages 16 – 17;
- 17 2. Michael's liquidation of the 529 college account;
- 18 3. Michael's receipt of the Coverdell funds;
- 19 4. Michael's use of \$7,000.00 from the HELOC secured against the 1242  
20 Sonatina Drive, Henderson, Nevada residence awarded to Kerstan in the  
21 Decree of Divorce; and  
22  
23

24 <sup>1</sup> On March 12, 2013, Kerstan filed a "Motion to Stay Hearing of the Child Support Center of Southern  
25 Nevada and to Consolidate the Modification or Adjustment of Child Support with this Motion to Show  
26 Cause" seeking to stay a hearing in Case no. R-12-174206-R regarding Michael's request to modify his  
27 child support obligation, so the District Court Judge in Dept. J could hear the matter, along with alleged  
28 violations by Michael of the Decree of Divorce. Kerstan's Motion to Stay was set for hearing on April 25,  
2013, but neither party appeared and the matter was taken off calendar. The hearing on Kerstan's Motion to  
Stay, and for an Order to Show Cause was then set for hearing on June 26, 2013. On that date, both parties  
appeared, and placed certain stipulations on the record.

1           5.       Child support arrearages owed by Michael.

2           Since the order resulting from the hearing on June 26, 2013 lacked specificity and  
3 detail, the Court reviewed all papers and pleadings pre-dating the hearing, as well as the  
4 video record of the hearing before Judge Pollock. The Court focused its attention on the  
5 chronology of events leading up to the stipulations of the parties on June 26, 2013 in  
6 discerning the scope of the parties' resolution at the hearing of that date.  
7

8           a.       May 8, 2012 – Kerstan and Kathy Bax, a registered investment advisor of  
9 Towerkeep, exchanged emails with a subject line: "529 and Coverdell."

10           1.       Kerstan emailed Kathy Bax to ask her if the Coverdell funds could be  
11 used to pay for Isabella's tutoring expenses.  
12

13           2.       Kathy Bax emailed Kerstan that the "529 was completely redeemed  
14 4/25/11" and that "...[t]here is \$2,722.77 in Coverdell. Coverdell  
15 cannot be used for college, but needs to be used for pre-college  
16 expenses." (such as the tutoring expenses)<sup>2</sup>.  
17

18           3.       At 12:10 p.m., Kerstan received another email from Kathy Bax stating,  
19 "I just need to call and get a check. The account is owned by Isabel.  
20 The check will go to her."

21           b.       December 19, 2012 – the parties enter into a Stipulation and Order agreeing to  
22 transfer the 963 Smithcreek property (the Smithcreek or "raw land" was  
23 awarded to Michael in the Decree of Divorce) to Kerstan because "...Michael  
24

25           <sup>2</sup> The Coverdell and 529 American Fund accounts were not separately listed or awarded within the Decree  
26 of Divorce, but were apparently included in the paragraph at page 17 of the Decree of Divorce stating: "IT  
27 IS FURTHER ORDERED, ADJUDGED AND DECREED that all accounts, including prepaid tuition and  
28 529 accounts, or life insurance policies in existence for the benefit of the children, or insuring their lives,  
shall be maintained for said children with both parties being named as custodians and requiring both  
signatures for any withdrawals."

1 can no longer make the mortgage, property tax, or HOA payments and Kerstan  
2 has been paying the mortgage for nearly two (2) years..." The Stipulation and  
3 Order made no mention of a transfer to Kerstan in exchange for  
4 reimbursement of funds withdrawn by Michael from the 529 or Coverdell  
5 accounts.  
6

7 c. March 12, 2013 – Kerstan filed a "Motion to Stay Hearing of the Child  
8 Support Center of Southern Nevada and to Consolidate the Modification or  
9 Adjustment of Child Support with this Motion to Show Cause" but then did  
10 not appear for the April 25, 2013 hearing on the Motion.  
11

12 d. May 8, 2013 – Kerstan filed a "Notice of Motion for Order to Show Cause"  
13 (presumably of the March 12, 2013 Motion for Order to Show Cause), which  
14 was set for hearing on June 26, 2013.

15 e. June 26, 2013 – A hearing on Kerstan's March 12, 2013 Motion to Stay and  
16 Motion for Order to Show Cause took place. Michael did not file an  
17 Opposition to either Motion, but appeared at the hearing, and the parties  
18 discussed various issues with the Court on the record. The parties also entered  
19 into certain stipulations on the record, the extent and detail of which were  
20 largely omitted from the written order filed on August 29, 2013.  
21

22 f. June 26, 2013 agreements placed on the record included:

- 23 1. There were (3) life insurance policies that were liquidated by Michael  
24 after the divorce. Michael agreed to replace them with a term policy  
25 for 10 years with AAA. Kerstan wanted to be a co-owner to ensure it  
26 stays in effect. Michael agreed to give her an authorization instead of  
27  
28

1 making her a co-owner. Discussions regarding adding Michael as a  
2 beneficiary by agreement of the parties.

- 3  
4 2. With respect to the raw land (Smithcreek property) awarded to Michael  
5 in the Decree of Divorce, (VTS 10:15:06) in 2010 - 2011 he had a  
6 financial hardship and was falling behind on the mortgage. The  
7 Smithcreek property is titled in the name of an LLC, but the LLC's  
8 status is "revoked." Michael paid (2) years of mortgage payments, and  
9 believes he should have some sort of equitable interest in the property.  
10 (VTS 10:16:14). Michael does not mind giving Kerstan the property to  
11 offset some other hardships he had, and monies he used while he was  
12 unemployed. (VTS 10:16:58). They have a verbal agreement they are  
13 still 50/50 owners. If Michael gives her the property, Kerstan wants  
14 him to pay the fees that it will require to transfer the title (VTS  
15 10:17:43). If Michael signs the deed, he is satisfying his arrearages,  
16 and Kerstan is responsible for paying the cost to title it in her name.  
17 (VTS 10:18:31). Kerstan is not on the LLC, and is not authorized to  
18 reinstate the company. Kerstan questioned the Court whether the LLC  
19 had to be in good standing to convey title. Since it is a California  
20 property, the Court will only order Michael to execute transfer  
21 documents, and it is up to her to find out if California requires more.  
22 (VTS 10:19:30). The Court does not have authority to determine what  
23 California will need to record the deed.  
24  
25  
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- 1                   3.       HELOC – (VTS 10:21:00). Michael benefitted \$7,000.00 from the  
2                   HELOC that went into his personal account to cover an overdraft  
3                   because the HELOC was still associated with his account. Michael  
4                   offered to pay \$100 per month to Kerstan until the \$7,000.00 is paid  
5                   off, and she accepted. (VTS 10:22:10).  
6  
7                   4.       COVERDALE ACCOUNT FOR TUTORING – (VTS 10:22:43).  
8                   Kerstan incurred \$5,000.00 in tutoring fees for Isabella. She contacted  
9                   the financial representative to ask to the use the fund to reimburse her  
10                  for the tutoring expenses, but when the check was cut, it went to Dad,  
11                  and she is still paying on the tutoring bill. (VTS 10:23:28). Michael  
12                  pointed out that the summer Isabella lived with him, he paid \$500.00  
13                  for her tutoring, so he used some of that money to pay for those  
14                  expenses. (VTS 10:23:50). Rather than paying Kerstan the \$1,500.00  
15                  for reimbursement of that check, he wants to pay the next \$1,500.00 in  
16                  tutoring expenses for Isabella. (VTS 10:26:02). Kerstan does not care  
17                  if funds are used for current or future tutoring expenses, but just that  
18                  they are used for tutoring expenses. (VTS 10:26:06). The parties both  
19                  agreed to pay for Isabella's soccer camp, but Kerstan did not pay her ½  
20                  for the camp. (VTS 10:26:55). Kerstan agreed that as long as Michael  
21                  pays her what they agreed for the 8th grade tutoring expenses, she will  
22                  pay the rest. (VTS 10:29:18). The Court stated that it does not have a  
23                  schedule of arrears for the tutoring expenses, so it cannot rule on the  
24                  request. (VTS 10:29:55). Michael agreed to pay Kerstan the  
25  
26  
27  
28

1 \$7,000.00 for the HELOC and an additional \$1,000.00 for the tutoring  
2 expenses, for a total of \$8,000 and that will resolve the HELOC and  
3 the tutoring issue. (VTS 10:30:25). **The Court asked the parties if**  
4 **those were all the issues, and the parties confirmed those were all**  
5 **the issues.**  
6

7 **ORDERS**

8 Based upon the foregoing Findings of Fact, the Court HEREBY ORDERS:

9 Res judicata attached to the following issues after the hearing of June 26, 2013, and  
10 they will not be reconsidered:

11 1. Michael's liquidation of the cash value of life insurance policies listed in the  
12 Decree of Divorce, pages 16 – 17;

13 2. Michael's liquidation of the 529 college account;

14 3. Michael's receipt of the Coverdell funds;

15 4. Michael's use of \$7,000.00 from the HELOC secured against the 1242  
16 Sonatina Drive, Henderson, Nevada residence awarded to Kerstan in the Decree of Divorce;  
17 and  
18

19 5. Child support arrearages owed by Michael prior to June 26, 2013.

20 The issues remaining for the Court's consideration are:

21 1. Michael's request to modify custody of the minor child, Isabella (age 17) from  
22 primary with Kerstan, to primary with him;

23 2. Michael's request for modification of child support;

24 3. Michael's request to determine child support arrearages after June 26, 2013;

25 4. Prospective child support;  
26  
27  
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1           5.       Michael's contention that the HELOC was an "omitted debt" from the Decree  
2 of Divorce;

3           6.       Michael's request for Kerstan to refinance the HELOC, and remove his name  
4 from the obligation;

5           7.       Kerstan's request to maintain the status quo regarding custody of Isabella, and  
6 deny Michael's request for primary physical custody;

7           8.       Each party's request for attorney's fees.  
8

9 **PHYSICAL CUSTODY OF ISABELLA**

10           There has been a material change in circumstances regarding the physical custody of  
11 the minor child, Isabella. Both parties admit that as of August 2013, Isabella has been  
12 residing with the paternal grandparents in Reno, Nevada. Isabella moved in with her  
13 grandparents to attend school in Reno, and both parents agreed to the move. Both parents  
14 also agree that Isabella is doing well in school, and her behavior and grades have improved  
15 over the status of the same while she was living primarily with Kerstan in Las Vegas.  
16

17           The Court's primary focus in determining custody is the best interest of the child.  
18 Given Isabella's improved grades and behavior, it is this Court's opinion that Kerstan's best  
19 interest would be served by her continuing to reside with her paternal grandparents in Reno,  
20 Nevada. Since Isabella is, and has been, residing with her paternal grandparents since  
21 August 2013, neither parent has primary or shared physical custody of the child after that  
22 date. Rather, the parents have consented to the paternal grandparents having primary  
23 physical custody of Isabella. The Court orders that Isabella shall remain in the primary  
24 custody of the paternal grandparents, and that she may exercise teenage discretion in any  
25 visitation with either Michael or Kerstan, given her age of 17 years.  
26  
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1       **CHILD SUPPORT ARREARAGES**

2           Any child support arrearages that may have existed as of June 26, 2013 were resolved  
3       by the parties at the hearing of this date. It is questionable whether Michael owed any child  
4       support arrearages on June 26, 2013, and the Child Support Hearing Master, who  
5       summarily ordered a \$100.00 monthly payment toward "arrearages" did not hear any  
6       evidence of arrearages at the March 25, 2013 hearing in the R case.  
7

8           Kerstan did not file a Schedule of Arrearages supporting alleged child support  
9       arrearages owed by Michael after June 26, 2013, and Michael has continued paying  
10      \$100.00 per month pursuant to the Child Support Order for unsubstantiated arrearages.  
11      Thus, Michael is entitled to a credit of \$1,700.00 for an overpayment (\$100.00 per month  
12      for 17 months). Rather than penalize the minor child, Michael, and issue an offset against  
13      his entitlement to current support from his father, the Court is ordering that the \$1,700.00  
14      be offset against Michael's obligation to repay Kerstan the monies withdrawn from the  
15      HELOC account.  
16

17       **MODIFICATION OF CHILD SUPPORT**

18           Pursuant to NRS 125B.040(3) "[a]n order of support of a child creates an obligation  
19      for the support of the child and follows the child to the person who has obtained lawful  
20      physical custody of the child." "Lawful physical custody" as defined in section (12) of the  
21      statute encompasses physical custody "[w]ith the consent of the person who has been  
22      awarded physical custody of the child pursuant to an order of a court." In this case, Kerstan  
23      was awarded primary physical custody of Isabella, and acquiesced to Isabella moving to  
24      Reno, Nevada to reside with her paternal grandparents. Thus, the paternal grandparents  
25      have "lawful physical custody" of Isabella under the statute. Given this fact, child support  
26  
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1 follows the child, and the parental grandparents, not Kerstan, are entitled to receive the  
2 support obligation of the parents.

3 It also follows that once Kerstan ceased having primary physical custody of Isabella,  
4 she was no longer entitled to receive child support from Michael. Rather, Michael's child  
5 support obligation followed Isabella, who resides primarily with her paternal grandparents.  
6 However, since neither party, (nor the paternal grandparents) raised this issue until the  
7 instant motion, the Court will not revisit historical child support, nor order prospective child  
8 support for Isabella. Michael's child support obligation to Kerstan for Isabella shall cease  
9 immediately.  
10

#### 11 **PROSPECTIVE CHILD SUPPORT**

12 Since Kerstan maintains primary physical custody of the minor child, Michael (age  
13 10), his father, Michael, shall continue to pay Kerstan \$714.00 per month as and for this  
14 minor child's support, and \$75.00 for medical support, beginning immediately.  
15

16 Because the obligation of support follows the child, and neither Michael nor Kerstan  
17 are the custodial parent of Isabella, the Court finds they are EQUALLY obligated to the  
18 paternal grandparents for the support of Isabella. Once Kerstan ceased having primary  
19 physical custody of Isabella, her obligation to support Isabella was triggered under NRS  
20 125B.070 et seq. However, the paternal grandparents have not requested child support for  
21 Isabella's benefit, so the Court is not ordering the same at this juncture.  
22

#### 23 **HELOC AS OMITTED DEBT**

24 Kerstan was awarded the residence located at 1242 Sonatina Drive, Henderson,  
25 Nevada, together with the "encumbrance" thereon. While the Decree uses the singular of  
26 this term at page 12, wherein Kerstan is awarded the property, at page 15, the parties  
27  
28

1 included a catch all provision whereby each party assumes responsibility for, indemnifies  
2 and holds the other harmless from "...the liabilities associated with the properties awarded  
3 to each of them herein." See, Decree of Divorce, filed April 17, 2009.

4 While the HELOC was not specifically designated as Kerstan's liability, it was  
5 "associated with the property" awarded to her, namely, the Sonatina residence, and she  
6 assumed responsibility for this obligation by paying the same subsequent to the Decree of  
7 Divorce in 2009. Kerstan only objected to paying the obligation when the sum of  
8 \$7,000.00 was withdrawn and applied to Michael's overdrafted account. This issue was  
9 also addressed at the June 26, 2013 hearing when the parties reached an agreement for  
10 Michael to pay Kerstan the \$7,000.00.  
11

12 The parties are precluded from arguing there has been a mistake of fact 6 years later,  
13 when they have both conducted themselves consistent with a course of conduct whereby  
14 Kerstan has assumed responsibility for the debt, and Michael has assumed responsibility for  
15 his portion of an increase in the debt, to which Kerstan did not consent or acquiesce.  
16

#### 17 **REFINANCE OF HELOC**

18 The Decree of Divorce did not require either party to refinance any obligations  
19 associated with any property they received. Further, Michael is responsible for actually  
20 increasing the balance of the HELOC, thus this Court will not require Kerstan to refinance  
21 the HELOC.  
22

23 ...

24 ...

25 ...

26 ...

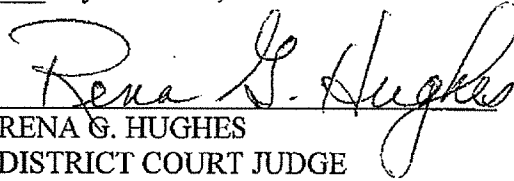
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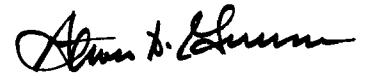
28

1 **ATTORNEY'S FEES**

2 The Court finds that neither party is the prevailing party in this matter, and neither  
3 party is entitled to an award of attorney's fees.

4 **IT IS SO ORDERED** this 30 day of March, 2015.

5   
6  
7 RENA G. HUGHES  
8 DISTRICT COURT JUDGE  
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CLERK OF THE COURT

ASTA  
BLACK & LOBELLO  
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Attorneys for Plaintiff,  
KERSTAN HUBBS

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

KERSTAN HUBBS fka MICONE,

CASE NO.: D-08-388334-D

Plaintiff,

DEPT. NO.: J

vs.

MICHAEL MICONE,

Defendant.

**CASE APPEAL STATEMENT**

Plaintiff/Appellant, KERSTAN HUBBS (formerly MICONE), hereby files her Case Appeal Statement pursuant to NRAP 3.

1. Name of appellant filing this case appeal statement: KERSTAN HUBBS

2. Identify the judge issuing the decision, judgment, or order appealed from: The Honorable Rena G. Hughes.

3. Identify each appellant and the name and address of counsel for each appellant:

KERSTAN HUBBS

John D. Jones, Esq.  
Nevada State Bar No. 6699  
BLACK & LOBELLO  
10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as



much and provide the name and address of Respondent's trial counsel):

MICHAEL MICONE

Donn W. Prokopius, Esq.  
PROKOPIUS & BEASLEY  
931 South Third Street  
Las Vegas, NV 89101

5. Indicate whether any attorney identified above in response to question three or four is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission): None.

6. Indicate whether appellant was represented by appointed a retained counsel in the district court: Appellant was represented by retained counsel in the district court.

7. Indicate whether appellant is represented by appointed or retained counsel on appeal: Appellant is represented by retained counsel on appeal.

8. Indicate whether appellant was granted leave to proceed *in forma pauperis*, and the date of entry of the district court order granting such leave: Appellant has not applied for nor been granted leave to proceed *in forma pauperis*.

9. Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed): The proceedings commenced in the district court by the filing of Plaintiff/Appellant's complaint on February 12, 2008.

10. Provide a brief description of the nature of the action and results in the district court, including the type of judgment or order being appealed and the relief granted by the district court: this appeal is from the order associated with Respondent's post judgment motion to change custody of the parties' minor daughter Bella.

11. Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding: No.

12. Indicate whether this appeal involves child custody or visitation: Yes.

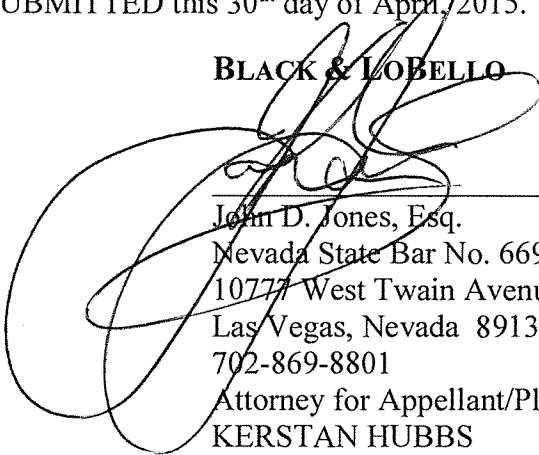
13. If this is a civil case, indicate whether this appeal involves the possibility of

**BLACK & LOBELLO**  
10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135  
(702) 869-8801 FAX: (702) 869-2669

1 settlement: There is a strong possibility of settlement of this matter.

2 RESPECTFULLY SUBMITTED this 30<sup>th</sup> day of April 2015.

3 **BLACK & LOBELLO**

4   
5 \_\_\_\_\_  
6 John D. Jones, Esq.  
7 Nevada State Bar No. 6699  
8 10777 West Twain Avenue, Suite 300  
9 Las Vegas, Nevada 89135  
10 702-869-8801  
11 Attorney for Appellant/Plaintiff,  
12 KERSTAN HUBBS  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 30<sup>th</sup> day of April, 2015, I caused a true and correct copy of **Case Appeal Statement**, to be served as follows:

- ☒ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ pursuant to N.E.F.C.R. 9, to be sent via electronic service;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile;
- ☐ by email to
- ☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Donn W. Prokopius, Esq.  
PROKOPIUS & BEASLEY  
931 South Third Street  
Las Vegas, NV 89101  
Email for Service: [general@pandblawyers.com](mailto:general@pandblawyers.com)  
*Attorneys for Defendant*

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

  
An Employee of Black & LoBello

# CASE SUMMARY

## CASE NO. D-08-388334-D

**Kerstan D Micone, Plaintiff**  
**vs.**  
**Michael A Micone, Defendant.**

§  
§  
§  
§

Location: **Department J**  
 Judicial Officer: **Hughes, Rena G**  
 Filed on: **02/12/2008**

### CASE INFORMATION

#### Related Cases

R-12-174206-R (Linked - 1J1F)  
 T-09-121785-T (Linked - 1J1F)

Case Type: **Divorce - Complaint**  
 Subtype: **Complaint Subject Minor(s)**

Case Status: **09/16/2014 Reopened**

#### Statistical Closures

08/29/2013 Settled/Withdrawn With Judicial Conference or Hearing  
 05/12/2010 Decision with Hearing  
 04/17/2009 Decision without Trial / Hearing

Case Flags: **Order After Hearing Required**  
**Proper Person Documents Mailed**  
**Appealed to the Nevada Supreme Court**

### DATE

### CASE ASSIGNMENT

#### Current Case Assignment

Case Number D-08-388334-D  
 Court Department J  
 Date Assigned 01/05/2015  
 Judicial Officer Hughes, Rena G






### PARTY INFORMATION

<b>Plaintiff</b>	<b>Micone, Kerstan D</b> 1319 Minuet ST Henderson, NV 89052	<b>Jones, John D.</b> Retained 702-869-8801(W)
<b>Defendant</b>	<b>Micone, Michael A</b> 8940 Activity RD STE A San Diego, CA 92126	<b>Pro Se</b>
<b>Subject Minor</b>	<b>Micone, Isabella Carolina</b>  <b>Micone, Michael Joseph</b>	

### DATE


















### EVENTS & ORDERS OF THE COURT

#### EVENTS

02/12/2008	 Complaint for Divorce
06/05/2008	 Peremptory Challenge Filed by: Plaintiff Micone, Kerstan D <i>Of Judge</i>
06/05/2008	 Notice of Department Reassignment Filed by: Plaintiff Micone, Kerstan D; Defendant Micone, Michael A <i>Department Reassignment</i>
06/18/2008	 Proof of Personal Service of Summons and Complaint Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A <i>Summons</i>
06/18/2008	 Joint Preliminary Injunction Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A


















# CASE SUMMARY

CASE NO. D-08-388334-D

07/25/2008	 Answer and Counterclaim Filed by: Defendant Micone, Michael A Party 2: Plaintiff Micone, Kerstan D <i>Answer to Complaint for Divorce and Counterclaim for Divorce</i>
07/30/2008	 Reply to Counterclaim Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A
07/30/2008	 Notice of Early Case Conference Filed by: Plaintiff Micone, Kerstan D
09/12/2008	 Motion Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A
09/12/2008	 Family Court Motion Opposition Fee Information Sheet Filed by: Plaintiff Micone, Kerstan D
09/15/2008	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A <i>Plaintiff's Motion</i>
11/04/2008	 Opposition Filed by: Defendant Micone, Michael A <i>Defendant's Opposition to Plaintiff's Motion to Confirm Primary Custody</i>
11/05/2008	 Receipt of Copy Filed by: Plaintiff Micone, Kerstan D Party 2: Defendant Micone, Michael A
11/12/2008	 Financial Disclosure Form Filed by: Defendant Micone, Michael A
11/13/2008	 Supplement Filed by: Defendant Micone, Michael A <i>To Financial Disclosure Form-RECEIPT OF COPY</i>
12/23/2008	 Stipulation and Order Filed by: Defendant Micone, Michael A <i>To Vacate Hearing</i>
12/24/2008	 Notice of Entry of Order Filed by: Defendant Micone, Michael A <i>Stipulation and Order to Vacate Hearing</i>
01/28/2009	 Re-Notice of Motion Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A
01/28/2009	 Family Court Motion Opposition Fee Information Sheet Filed by: Plaintiff Micone, Kerstan D
01/29/2009	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A <i>Re-Notice Of Plaintiff's Motion</i>
02/27/2009	 Notice Filed by: Plaintiff Micone, Kerstan D <i>of Change of Firm</i>
02/27/2009	 Certificate of Mailing

# CASE SUMMARY













CASE NO. D-08-388334-D

	Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A <i>Substitution of Attorneys</i>
02/27/2009	 Substitution of Attorney Filed by: Plaintiff Micone, Kerstan D
03/03/2009	 Motion Filed by: Attorney Kunin, Israel L., ESQ For: Plaintiff Micone, Kerstan D
03/03/2009	 Family Court Motion Opposition Fee Information Sheet Filed by: Plaintiff Micone, Kerstan D
03/04/2009	 Certificate of Mailing Filed by: Defendant Micone, Michael A For: Plaintiff Micone, Kerstan D
03/04/2009	 Notice of Attorney Lien Filed by: Plaintiff Micone, Kerstan D <i>Of Claim</i>
03/30/2009	 Affidavit of Resident Witness Filed by: Plaintiff Micone, Kerstan D; Attorney Jones, John D.
04/09/2009	 Notice of Entry of Order/Judgment Filed by: Plaintiff Micone, Kerstan D; Attorney Jones, John D. <i>To Adjudicate Attorney's Lien</i>
04/09/2009	 Order Filed by: Defendant Micone, Michael A <i>To Adjudicate Attorney Lien</i>
04/17/2009	 Decree of Divorce Filed by: Plaintiff Micone, Kerstan D <i>Stipulated</i>
04/20/2009	 Notice of Entry Filed by: Plaintiff Micone, Kerstan D <i>Of Stipulated Decree of Divorce</i>
06/05/2009	 Notice of Withdrawal Filed by: Attorney Jimmerson, James Joseph, ESQ <i>Of Attorney</i>
07/08/2009	 Motion Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A
07/08/2009	 Family Court Motion Opposition Fee Information Sheet Filed by: Plaintiff Micone, Kerstan D
07/09/2009	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A
08/18/2009	 Stipulation and Order Filed by: Plaintiff Micone, Kerstan D
10/22/2009	 Notice of Appearance Party: Defendant Micone, Michael A
11/19/2009	 Motion Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A

# CASE SUMMARY

CASE NO. D-08-388334-D

*To Resolve Parent/Child Issues*

11/19/2009	 Family Court Motion Opposition Fee Information Sheet Filed by: Plaintiff Micone, Kerstan D
11/19/2009	 Notice of Appearance Party: Plaintiff Micone, Kerstan D <i>of Counsel</i>
11/20/2009	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A <i>Motion to Resolve</i>
11/20/2009	 Request for Summary Disposition Filed by: Plaintiff Micone, Kerstan D <i>Of Decree of Divorce</i>
12/02/2009	 Ex Parte Application Filed by: Plaintiff Micone, Kerstan D <i>For Order Shortening Time</i>
12/02/2009	 Order Shortening Time Filed by: Plaintiff Micone, Kerstan D
12/03/2009	 Notice of Entry of Order Filed by: Plaintiff Micone, Kerstan D
12/03/2009	 Objection Filed by: Plaintiff Micone, Kerstan D <i>Plaintiff's Kerstan Hubb's To Hearing Master's Protection Order Findings</i>
12/04/2009	 Opposition and Countermotion Filed by: Defendant Micone, Michael A Party 2: Plaintiff Micone, Kerstan D
12/04/2009	 Family Court Motion Opposition Fee Information Sheet Filed by: Defendant Micone, Michael A
12/04/2009	 Notice of Association of Counsel Filed by: Defendant Micone, Michael A
12/07/2009	 Reply to Opposition Filed by: Plaintiff Micone, Kerstan D
12/07/2009	 Receipt of Copy Filed by: Plaintiff Micone, Kerstan D Party 2: Defendant Micone, Michael A <i>Ex Parte Application for OST</i>
12/07/2009	 Receipt of Copy Filed by: Plaintiff Micone, Kerstan D Party 2: Defendant Micone, Michael A <i>Pltffs Kerstan Hubb's Objection to Hearing Master's Protection Order</i>
12/07/2009	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A <i>of Facsimile and Mailing</i>
12/18/2009	 Exhibits Filed by: Plaintiff Micone, Kerstan D <i>Supplemental Exhibit In Support Of Pltff Motion To Resolve Parent/Child Issues</i>
12/21/2009	 Referral Order for Outsourced Evaluation Services

**CASE SUMMARY**

**CASE NO. D-08-388334-D**

12/24/2009	 Stipulation and Order Filed by: Plaintiff Micone, Kerstan D
04/05/2010	 Satisfaction of Judgment <i>Satisfaction of Judgment</i>
05/12/2010	 Order Filed by: Defendant Micone, Michael A <i>03.23.10 hearing</i>
05/18/2010	 Notice of Entry of Order Filed by: Defendant Micone, Michael A
05/26/2010	 Withdrawal of Attorney Filed by: Plaintiff Micone, Kerstan D <i>Withdrawal of Attorney</i>
08/26/2011	 Petition and Order to Destroy / Dispose of Exhibits Filed by: Attorney Jimmerson, James Joseph, ESQ
08/26/2011	 Certificate of Disposal of Exhibits Filed by: Attorney Jimmerson, James Joseph, ESQ
03/19/2012	 Notice of Withdrawal Filed by: Plaintiff Micone, Kerstan D <i>Notice of Withdrawal of Counsel of Record</i>
12/18/2012	 Notice of Withdrawal Filed by: Defendant Micone, Michael A <i>Notice of Withdrawal of Attorney</i>
12/19/2012	 Notice Filed by: Defendant Micone, Michael A <i>Notice of Attorney's Lien and Lien</i>
12/19/2012	 Stipulation and Order Filed by: Plaintiff Micone, Kerstan D
12/24/2012	 Notice of Entry of Order Filed by: Plaintiff Micone, Kerstan D <i>Notice of Entry of Order</i>
12/24/2012	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D <i>Certificate of Mailing</i>
03/12/2013	 Motion Filed by: Plaintiff Micone, Kerstan D For: Defendant Micone, Michael A <i>Motion to Stay Hearing at the Child Support Center of Southern Nevada and to Consolidate the Modification or Adjustment of Child Support with this Motion to Show Cause</i>
03/15/2013	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D <i>Certificate of Mailing</i>
03/15/2013	 Ex Parte Motion Filed by: Plaintiff Micone, Kerstan D <i>Ex Parte Motion for an Order Shortening Time</i>
05/08/2013	 Notice of Motion Filed by: Plaintiff Micone, Kerstan D <i>Notice of Motion to Show Cause</i>
06/10/2013	














# CASE SUMMARY

CASE NO. D-08-388334-D

	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D <i>Certificate of Mailing</i>
07/10/2013	 Notice of Release Filed by: Defendant Micone, Michael A <i>Notice of Release of Attorneys' Lien Filed December 19, 2012 and Recorded December 26, 2012</i>
08/29/2013	 Order Filed by: Plaintiff Micone, Kerstan D <i>Order</i>
09/16/2013	 Certificate of Mailing Filed by: Plaintiff Micone, Kerstan D <i>Certificate of Mailing</i>
09/14/2014	 Motion Filed by: Defendant Micone, Michael A <i>Defendant's Motion to Change Custody; Review and Modify Child Support; to Resolve Child Support Arrears and Award Defendant a Credit for Child Support Arrears Overpayments; to Resolve an Issue Regarding an Omitted Debt and Ordering Plaintiff to the Refinance a Home Equity Line of Credit to Relieve Defendant of Liability for the Debt; Attorney's Fees; And Related Matters</i>
09/16/2014	 Certificate of Mailing Filed by: Defendant Micone, Michael A <i>Certificate of Mailing</i>
09/16/2014	 Financial Disclosure Form Filed by: Subject Minor Micone, Isabella Carolina <i>General Financial Disclosure Form</i>
09/16/2014	 Certificate of Mailing Filed by: Defendant Micone, Michael A <i>Certificate of Mailing</i>
09/24/2014	 Order for Family Mediation Center Services
10/01/2014	 Opposition and Countermotion Filed by: Plaintiff Micone, Kerstan D <i>Opposition to Defendant's Motion and Countermotion for Status Quo</i>
10/01/2014	 Notice Filed by: Plaintiff Micone, Kerstan D <i>Notice of Change of Address - Plaintiff</i>
11/13/2014	 Stipulation and Order Filed by: Defendant Micone, Michael A <i>Stipulation And Order To Continue</i>
11/21/2014	 Notice of Entry Filed by: Defendant Micone, Michael A <i>Notice of Entry of Stipulation and Order to Continue</i>
11/30/2014	 Supplemental Filed by: Plaintiff Micone, Kerstan D <i>Supplement Exhibits in Support of Opposition and Countermotion</i>
01/05/2015	Judicial Elections 2014 - Case Reassignment <i>Family Court Judicial Officer Reassignment 2014</i>
01/05/2015	 Reply to Opposition Filed by: Defendant Micone, Michael A <i>Defendant's Reply and Opposition to the Plaintiff's Opposition and Counter Motion</i>

# CASE SUMMARY

CASE NO. D-08-388334-D

01/06/2015	 Supplemental Exhibits Party: Defendant Micone, Michael A <i>Defendant's First Supplemental Exhibits</i>
01/10/2015	 Reply Filed by: Plaintiff Micone, Kerstan D <i>Brief Reply Prior to Hearing</i>
01/23/2015	 Supplemental Filed by: Plaintiff Micone, Kerstan D <i>Plaintiff's Supplemental Brief as Requested by the Court</i>
01/23/2015	 Supplemental Filed by: Plaintiff Micone, Kerstan D <i>Supplemental Brief as Requested by the Court</i>
01/29/2015	 Brief Filed by: Defendant Micone, Michael A <i>Defendant's Supplemental Brief as Requested by the Court</i>
03/31/2015	 Order <i>Order from Hearing January 15, 2015</i>
03/31/2015	 Notice of Entry <i>Notice of Entry of Order from January 15, 2015 Hearing</i>
04/13/2015	 Motion Filed by: Plaintiff Micone, Kerstan D <i>Motion to Reconsider and/or Set Aside Order</i>
04/14/2015	 Certificate of Service Filed by: Plaintiff Micone, Kerstan D <i>Certificate of Service</i>
04/30/2015	 Notice of Appeal Filed by: Plaintiff Micone, Kerstan D <i>Notice of Appeal</i>
04/30/2015	 Case Appeal Statement Filed by: Plaintiff Micone, Kerstan D <i>Case Appeal Statement</i>

## DISPOSITIONS

04/09/2009	<b>Judgment</b> (Judicial Officer: Pollock, Kenneth E.) Judgment (\$11,712.64, In Full , Attorney Fees)
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## HEARINGS

12/11/2008	<b>Motion for Child Custody</b> (11:15 AM) (Judicial Officer: Kent, Lisa M) <i>Pltf's Motion for Custody, Exclusive Possession of Marital Residence, Child Support, Spousal Support, Community Expenses, Community Assets and Attorney's Fees</i> Off Calendar; Journal Entry Details: <i>Court advised that counsel submitted Stipulation and Order to vacate. Therefore, COURT ORDERED, matter OFF CALENDAR. ;</i> <i>Off Calendar</i>
03/03/2009	<b>Motion for Child Custody</b> (9:45 AM) (Judicial Officer: Pollock, Kenneth E.) <b>03/03/2009, 03/10/2009</b> Events: 01/28/2009 Re-Notice of Motion <i>Pltf's Motion for Custody, Marital Residence, Child Support, Spousal Support, Community Expenses, Assets, Attorney's Fees</i>

## MINUTES

# CASE SUMMARY

CASE NO. D-08-388334-D

**Hearing for Divorce** (03/27/2009 at 11:00 AM) (Judicial Officer: Pollock, Kenneth E.)

*Divorce Granted*

Matter Continued;

Matter Heard;

Journal Entry Details:

*Court clerk trainee, Ines Egilmez also present. Counsel represented they are close to settlement and will be submitting a Decree of Divorce. Counsel requested a prove up hearing. COURT ORDERED, hearing for divorce SET. ;*

Matter Continued;

Matter Heard;

Journal Entry Details:

*Counsel advised the parties are working on a settlement and requested a continuance. The parties agree Deft controls the money and that each attorney will be paid \$10,000. At counsel's request, COURT ORDERED, matter CONTINUED. The request for a trial setting is premature as a Joint Case Conference has not been conducted. This will be addressed at the next hearing. ;*

*Matter Continued*

## SCHEDULED HEARINGS

**Hearing for Divorce** (03/27/2009 at 11:00 AM) (Judicial Officer: Pollock, Kenneth E.)

*Divorce Granted*

03/27/2009

**Hearing for Divorce** (11:00 AM) (Judicial Officer: Pollock, Kenneth E.)

Divorce Granted;

Journal Entry Details:

*Court clerk in training, Ines Egilmez also present. Colloquy regarding resolution of the matter. The parties stipulate as follows: The parties will have joint legal custody with the Pltf having custody characterized as primary physical custody. The timeshare will be a 9/5 split on a 14 day cycle with Pltf having the 9 days and Deft the 5 days. The parties will implement the Right of First Refusal. Deft will pay to Pltf \$968 per month/per child as child support. Both parties waive alimony. Deft will pay to Pltf \$10,000 as attorney fees, payable no later than 30 days from today. Pltf is responsible for any additional attorney fees beyond the \$10,000. Division of assets and liabilities will be as set forth in the Draft Decree of Divorce. The Draft Decree of Divorce will be interlineated as follows: Page 7, line 6, at the end of the paragraph where it says "until the matter can be brought before the judge"; the following language shall be added: "Drug testing to end January 1, 2012. If it is clean the requesting person pays. Page 11, line 16, item #7, after 40% delete (one-half). Page 16, lines 5-14 add: There are three life insurance policies that are owned by either Pltf or Deft. There is a New York Life Insurance on Pltf's life with a death benefit of \$250,000. Pltf is the owner of the policy and is responsible for the payment of the premiums. Deft shall be designated as the irrevocable beneficiary trustee for the proceeds on behalf of the minor children. There is a Pacific life insurance policy on Deft's life with a death benefit of \$750,000. Deft is the owner of the policy and is responsible for the payment of the premiums. Pltf shall be designated as the irrevocable beneficiary trustee on behalf of the minor children. There is a third life insurance policy that Deft has had since he was a teenager, New York Life with a death benefit of \$50,000. This is Deft's separate property. Deft can name whomever he chooses to be the beneficiary and he is solely responsible for payment of the premiums. There is a fourth policy that is an annuity with Grist Mills life insurance that is owned by a 3rd party entity that will be Deft's separate property. Deft can name whomever he chooses to be the beneficiary and he is solely responsible for payment of the premiums. Pltf and Deft sworn and testified. COURT ORDERED, DIVORCE GRANTED. Draft Decree of Divorce submitted as exhibit. The Court will hold the Draft Decree of Divorce to be replaced with the Decree of Divorce when submitted within 5 days from today. An Affidavit of Resident Witness shall be submitted with the Decree of Divorce. Both parties waive FINDING OF FACT, CONCLUSIONS OF LAW and RIGHT TO APPEAL. Counsel and parties STIPULATED pursuant to EDCR 7.50 that the agreement reached will be entered in the minutes in the form of an Order. COURT SO FURTHER ORDERED. Future hearings STAND. ;*

*Divorce Granted*

04/09/2009

**Motion** (9:00 AM) (Judicial Officer: Pollock, Kenneth E.)

Events: 03/03/2009 Motion

*Attorney's Motion to Adjudicate Attorney's Lien*

Granted;

Journal Entry Details:

*Court clerk in training, Ines Egilmez also present. Atty J. Davis #9310 appearing for the Law Offices of Kunin & Carman. Counsel advised Pltf paid \$5,000 and requested the lien amount amended to \$11,712.64. The Court noted the interest is stated as being 4% and there are no*

# CASE SUMMARY

CASE NO. D-08-388334-D

*invoices or supporting documents attached to the motion. Counsel provided a copy of the billing statements and advised there have been no dispute as to the bill or interest and that the interest fees are included in the retainer. Pltf is still represented by Atty Jones but through a different law firm. COURT ORDERED, motion GRANTED. ;  
Granted*

08/04/2009 **Motion for Order to Show Cause** (9:45 AM) (Judicial Officer: Loehrer, Sally)

Events: 07/08/2009 Motion

*Pltf's Motion for Order to Show Cause*

Off Calendar;

Journal Entry Details:

*A Stipulation and Order having been submitted to the department and the parties having settled all matters, the matter was TAKEN OFF CALENDAR.;*

*Off Calendar*

12/08/2009 **Motion to Resolve Parent-Child Issues** (2:00 PM) (Judicial Officer: Pollock, Kenneth E.)

Events: 11/19/2009 Motion

*Pltf's Motion to Resolve Parent/Child Issues*

**12/29/2009 Reset by Court to 12/08/2009**

Matter Heard;

*Matter Heard*

12/08/2009 **Opposition & Countermotion** (2:00 PM) (Judicial Officer: Pollock, Kenneth E.)

Events: 12/04/2009 Opposition and Countermotion

*Deft's Opposition and Countermotion to Enforce November 24, 2009 Custody Order of Commissioner Beecroft; to Allow Deft Immediate Telephonic Contact with the Minor Children; to Dissolve TPO; for Compensatory Visitation; for Reimbursement of Travel Costs; for Sanctions and Attorney's Fees and Costs*

Matter Heard;

*Matter Heard*

12/08/2009 **All Pending Motions** (2:00 PM) (Judicial Officer: Pollock, Kenneth E.)

Events: 12/03/2009 Objection

Matter Heard;

Journal Entry Details:

*PLTF'S MOTION TO RESOLVE PARENT/CHILD ISSUES...DEFT'S OPPOSITION AND COUNTERMOTION TO ENFORCE NOVEMBER 24, 2009 CUSTODY ORDER OF COMMISSIONER BEECROFT; TO ALLOW DEFT IMMEDIATE TELEPHONIC CONTACT WITH THE MINOR CHILDREN; TO DISSOLVE TPO; FOR COMPENSATORY VISITATION; FOR REIMBURSEMENT OF TRAVEL COSTS; FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS Rhonda Mushkin bar #2760 Co-Counsel for Plaintiff. This case was heard simultaneously with T-09-121785-T. Mr. Jones stated there are two criminal cases pending. Court was concerned with the criminal case and if the child will be a witness. Mr. Jimmerson read the Police report in Open Court. Following arguments and discussions, COURT ORDERED the following: 1. The TPO shall be EXTENDED to 12/21/09 and set for a return on 12/21/09 at 9:00am. 2. Defendant shall be permitted daily telephone contact with the children at 7:00am and 7:00pm, starting tonight 12/8/09. The calls shall be recorded by Plaintiff until she is able to have a webcam capability. 3. Defendant shall have SUPERVISED visitation this weekend Saturday 12/12/09, from 10:00am to 6:00pm and Sunday 12/13/09 from 12:00pm to 6:00pm. Court will leave the selection of the Supervisor to the Parties and if they cannot agree upon a supervisor Court will add them to Friday's Calendar on 12/11/09. 4. Mr. Jones shall give notice to the District Attorney Office so see if they have and interest to weigh in by 12/21/09. Mr. Jones shall copy Mr. Jimmerson with any notice sent to the District Attorney's Office. 5. Defendant shall provide proof that the guns is secured with a third party to Mr. Jones. Mr. Jones shall Prepare the Order and Mr. Jimmerson shall Review as to form and content then SIGN OFF. ;*

*Matter Heard*

12/21/2009 **Return Hearing** (9:00 AM) (Judicial Officer: Pollock, Kenneth E.)

*For District Attorney's weigh in*

## MINUTES

Referred to Outsourced Evaluation;

Journal Entry Details:

*This was heard along with T-09-121785-T (see minutes). Counsel advised the District Office will not be calling the children as witnesses in the underlying criminal matter. Supervision is no longer necessary. Since the last hearing Deft has had two weekend visitations that were uneventful as it relates to the children. The following STIPULATION was placed on the record.*

# CASE SUMMARY

CASE NO. D-08-388334-D

*Deft's child visitation will resume at the five days and five days at Christmas. The child exchange location will be the hotel valet at Green Valley Ranch. Deft will be referred for an outsourced psych evaluation with Dr. John Paglini. Deft will incur the total expense of the damage to the vehicle of approximately \$1,300. Pltf is reserving their request for attorney fees. The 9 day/5 day timeshare will be flipped. When the children are returned on 12/26/09, dad will begin his next 5 day on Tuesday, 1/5/10. The Deft may pick up the children directly from school. COURT SO ORDERED. Arguments by counsel regarding visitation make up for Deft. Deft provided the receipt for the gun storage at Mark Force Strike, Reno NV to Pltf's counsel. COURT FURTHER ORDERED, Deft REFERRED to Dr. John Paglini for OUTSOURCED PSYCHOLOGICAL EVALUATION. Deft shall bear the cost solely. Order for Outsourced Services FILED IN OPEN COURT. ATTORNEY FEES are RESERVED. TELEPHONE CONTACT remains in place. Both parties shall ensure the children are in an age-appropriate car seat while traveling in a vehicle. Case T-09-121785-T shall be LINKED to this case. Atty Mushkin to prepare the order from today's hearing. ; Referred to Outsourced Evaluation*

03/23/2010

**Return Hearing (9:30 AM)** (Judicial Officer: Pollock, Kenneth E.)

*Outsourced Psych Evaluation*


Stipulation;

Journal Entry Details:

*This was heard along with T-09-121785-T (see minutes). Counsel advised the parties have reached the following STIPULATION: The car repair issue has been resolved. The Pltf's current boyfriend will not be labeled as stepfather and he will not communicate with the preschool or be on the school records. Deft will begin treating with a counselor per Dr. Paglini's recommendation. The child exchange location will be modified to the Deft's home or the Anthem Von's. Pltf will pay to Deft attorney fees. Counsel and parties STIPULATED pursuant to EDCR 7.50 that the agreement reached will be entered in the minutes in the form of an Order. COURT SO ORDERED. ;*

*Stipulation*

04/25/2013

 **Motion to Stay (10:00 AM)** (Judicial Officer: Pollock, Kenneth E.)

Events: 03/12/2013 Motion

*Motion to Stay Hearing at the Child Support Center of Southern Nevada and to Consolidate the Modification or Adjustment of Child Support with this Motion to Show Cause*


Off Calendar;

Journal Entry Details:

*Due to no appearances, matter OFF CALENDAR. ;*

*Off Calendar*

06/26/2013

 **Motion to Stay (10:00 AM)** (Judicial Officer: Pollock, Kenneth E.)

*Plaintiff's Notice of Motion for Motion to Stay Hearing at the Child Support Center of Southern Nevada and to Consolidate the Modification or Adjustment of Child Support with this Motion to Show Cause*

## MINUTES

Matter Resolved;

Journal Entry Details:


*The Court noted Defendant had not filed an Opposition. Defendant responded he had discussed the issues with Plaintiff and they had resolved some of the issues. The parties STIPULATED to the following: 1. Defendant will add Michael as a beneficiary to the life insurance policy, and he will provide Plaintiff with an irrevocable written consent for the Insurance Company to release information to Plaintiff with regard to the account. 2. Defendant will execute the documents to transfer the land in California to Plaintiff. Plaintiff will be responsible for any delinquencies. 3. Defendant agreed to pay Plaintiff \$100.00 on the 17th of each month to pay off the \$7,000.00, which was removed from the equity line account, and \$1,000.00 towards Isabella's tutoring costs. The Court canvassed both parties with regard to the agreement placed on the record. Both parties concurred this agreement resolved all issues. COURT ORDERED, the following: 1. Stipulation AFFIRMED and ADOPTED. 2. If Defendant falls more than thirty (30) days delinquent with his \$100.00 per month payments, the entire amount shall become immediately due and payable, REDUCED TO JUDGMENT, and collectible by any legal means. 3. Defendant shall provide Plaintiff with a copy of the paperwork received with regard to the Coverdale account, to establish how much he received for Isabella's tutoring. 4. Plaintiff shall prepare the Order. Defendant shall sign off as to form and content. CASE CLOSED with Order. ;*

*Matter Resolved*

09/24/2014

**CASE SUMMARY**

**CASE NO. D-08-388334-D**

 **Minute Order** (2:00 PM) (Judicial Officer: Elliott, Steven P.)

Minute Order - No Hearing Held;

Journal Entry Details:

*Per the Law Clerk NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. EDCR 5.70 requires the parties to any contested child custody, access or visitation dispute to attend mandatory mediation through the Family Mediation Center (FMC). Pursuant to EDCR 2.23(c) and 5.11(e), this Court can consider a motion and issue a decision on the papers at anytime without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed. This Court has read and considered the current underlying pleadings in this matter. The parties are ordered to attend Mediation at FMC. The Motion hearing on October 23, 2014 shall be continued to be heard with the FMC Return hearing on November 13, 2014 at 10:00 a.m. Clerk's note, a copy of today's minute order, and FMC referral, were mailed to the Parties, at the addresses, on file. ;*  
Minute Order - No Hearing Held

11/13/2014 **Motion** (10:00 AM) (Judicial Officer: Hughes, Rena G)

**11/13/2014, 01/15/2015**

Events: 09/14/2014 Motion

*Defendant's Motion to Change Custody; Review and Modify Child support; to Resolve Child Support Arrears and Award Defendant a Credit for Child Support Arrears Overpayments; to Resolve an Issue Regarding an Omitted Debt and Ordering Plaintiff to the Refinance a Home Equity Line of Credit to Relieve Defendant of Liability for the Debt; Attorney's Fees and Costs and Related Matters*

**10/23/2014 Reset by Court to 11/13/2014**

**01/15/2015 Reset by Court to 01/15/2015**

**MINUTES**

See MO dated 9/24/14

Matter Continued;

Under Advisement;

See MO dated 9/24/14

Matter Continued;

Under Advisement;

*Matter Continued*

11/13/2014 **Return Hearing** (10:00 AM) (Judicial Officer: Hughes, Rena G)

**11/13/2014, 01/15/2015**

Events: 09/24/2014 Order for Family Mediation Center Services  
*FMC*

**01/15/2015 Reset by Court to 01/15/2015**

Matter Continued;

Matter Heard;

Matter Continued;

Matter Heard;

*Matter Continued*

11/13/2014 **Opposition & Countermotion** (10:00 AM) (Judicial Officer: Hughes, Rena G)

**11/13/2014, 01/15/2015**

*Pltf'sOpposition to Defendant's Motion and Countermotion for Status Quo*

**01/15/2015 Reset by Court to 01/15/2015**


Matter Continued;

Under Advisement;

Matter Continued;

Under Advisement;

*Matter Continued*

11/13/2014  **All Pending Motions** (10:00 AM) (Judicial Officer: Kosach, Steven)

Matter Heard;

Journal Entry Details:


*DEFT'S MOTION TO CHANGE CUSTODY; REVIEW AND MODIFY CHILD SUPPORT; TO RESOLVE CHILD SUPPORT ARREARS AND AWARD DEFENDANT A CREDIT FOR CHILD SUPPORT ARREARS OVERPAYMENTS; TO RESOLVE AN ISSUE REGARDING AN OMITTED DEBT AND ORDERING PLAINTIFF TO THE REFINANCE A HOME EQUITY LINE OF CREDIT TO RELIEVE DEFT OF LIABILITY FOR THE DEBT; ATTORNEY S FEES*

**CASE SUMMARY**

**CASE NO. D-08-388334-D**

*AND COSTS AND RELATED MATTERS...PLTF'S OPPOSITION TO DEFT'S MOTION AND COUNTERMOTION FOR STATUS QUO...FMC Prior to Court, a Stipulation was submitted requesting matters CONTINUED; therefor, today's matters OFF CALENDAR ;  
Matter Heard*

01/15/2015

 **All Pending Motions** (10:00 AM) (Judicial Officer: Hughes, Rena G)

Matter Heard;

Journal Entry Details:

*DEFENDANT S MOTION TO CHANGE CUSTODY; REVIEW AND MODIFY CHILD SUPPORT; TO RESOLVE CHILD SUPPORT ARREARS AND AWARD DEFENDANT A CREDIT FOR CHILD SUPPORT ARREARS OVERPAYMENTS; TO RESOLVE AN ISSUE REGARDING AN OMITTED DEBT AND ORDERING PLAINTIFF TO THE REFINANCE A HOME EQUITY LINE OF CREDIT TO RELIEVE DEFENDANT OF LIABILITY OF THE DEBT; ATTORNEY'S FEES AND COSTS AND RELATED MATTERS...PLTF'S OPPOSITION TO DEFENDANT'S MOTION AND COUNTERMOTION FOR STATUS QUO...FMC Attorney Jones, Bar #6699, present, with Plaintiff. Attorney Prokopius, Bar #6460, present, with Defendant. Court noted, FMC reported Parties reached an impasse. Arguments regarding minors grades, Defendant's timeshare, minor residing with maternal grandparents, since August 2013, custody, child support, alleged domestic violence, financials, HELOC, schedule of arrear, 529 account, money being taken out of account and alleged transfer of raw property. COURT stated FINDINGS and ORDERED: 1. Counsel shall FILE a SUPPLEMENTAL BRIEFS, regarding 529 ACCOUNT, minors GRADES and LACK of VISITATION, within the next two (2) weeks. 2. Matters UNDER ADVISEMENT. ;  
Matter Heard*

06/04/2015

**Motion to Reconsider** (9:00 AM) (Judicial Officer: Hughes, Rena G)

Events: 04/13/2015 Motion

*Pltf's Motion to Reconsider and/or Set Aside Order*

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

KERSTAN MICONE, nka  
KERSTAN HUBBS,

Plaintiff,

vs.

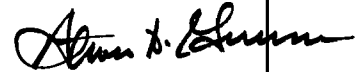
MICHAEL MICONE,

Defendant.

**CASE NO. : D-08-388334-D**

**DEPARTMENT J**

Electronically Filed  
03/31/2015 09:05:04 AM



CLERK OF THE COURT

**ORDER FROM HEARING JANUARY 15, 2015**

This matter came on for hearing before the Honorable Rena G. Hughes, Department J of the Eighth Judicial District Court, Family Division. Plaintiff, Kerstan Micone (nka Kerstan Hubbs, "Kerstan") was present and was represented by her attorney, John D. Jones, Esq., of Black & LoBello, and the Defendant, Michael Micone ("Michael") was present and represented by his attorney, Donn W. Prokopius, Esq., of Prokopius & Beasley. The Court, having read and reviewed all the papers and pleadings on file, and having heard oral argument of counsel, makes the following Findings of Fact and Orders.

**FINDINGS OF FACT**

The parties were divorced by Decree of Divorce dated April 17, 2009 in the Eighth Judicial District Court, Clark County, Nevada. The parties have two (2) minor children of the marriage, to wit: Isabella Micone, born March 26, 1998, and; Michael Micone, born January 7, 2005. The Decree of Divorce awarded Kerstan primary physical custody of the minor children, and the parties share joint legal custody.



1 The issues before the Court on January 15, 2015 were Michael's Motion for a change  
2 in custody of Isabella, to modify child support, resolve child support arrears, to address an  
3 omitted debt (HELOC), for Kerstan to refinance the omitted debt, for a holiday visitation  
4 schedule of the minor child, Michael, and for attorneys' fees. Kerstan filed an Opposition  
5 to Michael's Motion, and a Countermotion for reimbursement of the children's 529 college  
6 account, the Penn Life Insurance cash value liquidated by Michael (together totaling  
7 \$248,593.33), and to maintain the status quo for Isabella while she is attending school in  
8 Reno, Nevada.  
9

10 Some of the issues before the Court on January 15, 2015, were previously before the  
11 Court on June 26, 2013 at which time the parties stipulated to resolve the issues, and placed  
12 their agreements on the record<sup>1</sup>. The issues disposed of at the June 26, 2013 hearing  
13 included:  
14

- 15 1. Michael's liquidation of the cash value of life insurance policies listed in the  
16 Decree of Divorce, pages 16 – 17;
- 17 2. Michael's liquidation of the 529 college account;
- 18 3. Michael's receipt of the Coverdell funds;
- 19 4. Michael's use of \$7,000.00 from the HELOC secured against the 1242  
20 Sonatina Drive, Henderson, Nevada residence awarded to Kerstan in the  
21 Decree of Divorce; and  
22  
23

---

24 <sup>1</sup> On March 12, 2013, Kerstan filed a "Motion to Stay Hearing of the Child Support Center of Southern  
25 Nevada and to Consolidate the Modification or Adjustment of Child Support with this Motion to Show  
26 Cause" seeking to stay a hearing in Case no. R-12-174206-R regarding Michael's request to modify his  
27 child support obligation, so the District Court Judge in Dept. J could hear the matter, along with alleged  
28 violations by Michael of the Decree of Divorce. Kerstan's Motion to Stay was set for hearing on April 25,  
2013, but neither party appeared and the matter was taken off calendar. The hearing on Kerstan's Motion to  
Stay, and for an Order to Show Cause was then set for hearing on June 26, 2013. On that date, both parties  
appeared, and placed certain stipulations on the record.

1           5.       Child support arrearages owed by Michael.

2           Since the order resulting from the hearing on June 26, 2013 lacked specificity and  
3 detail, the Court reviewed all papers and pleadings pre-dating the hearing, as well as the  
4 video record of the hearing before Judge Pollock. The Court focused its attention on the  
5 chronology of events leading up to the stipulations of the parties on June 26, 2013 in  
6 discerning the scope of the parties' resolution at the hearing of that date.  
7

8           a.       May 8, 2012 – Kerstan and Kathy Bax, a registered investment advisor of  
9 Towerkeep, exchanged emails with a subject line: "529 and Coverdell."

10           1.       Kerstan emailed Kathy Bax to ask her if the Coverdell funds could be  
11 used to pay for Isabella's tutoring expenses.  
12

13           2.       Kathy Bax emailed Kerstan that the "529 was completely redeemed  
14 4/25/11" and that "...[t]here is \$2,722.77 in Coverdell. Coverdell  
15 cannot be used for college, but needs to be used for pre-college  
16 expenses." (such as the tutoring expenses)<sup>2</sup>.  
17

18           3.       At 12:10 p.m., Kerstan received another email from Kathy Bax stating,  
19 "I just need to call and get a check. The account is owned by Isabel.  
20 The check will go to her."

21           b.       December 19, 2012 – the parties enter into a Stipulation and Order agreeing to  
22 transfer the 963 Smithcreek property (the Smithcreek or "raw land" was  
23 awarded to Michael in the Decree of Divorce) to Kerstan because "...Michael  
24

---

25           <sup>2</sup> The Coverdell and 529 American Fund accounts were not separately listed or awarded within the Decree  
26 of Divorce, but were apparently included in the paragraph at page 17 of the Decree of Divorce stating: "IT  
27 IS FURTHER ORDERED, ADJUDGED AND DECREED that all accounts, including prepaid tuition and  
28 529 accounts, or life insurance policies in existence for the benefit of the children, or insuring their lives,  
shall be maintained for said children with both parties being named as custodians and requiring both  
signatures for any withdrawals."

1 can no longer make the mortgage, property tax, or HOA payments and Kerstan  
2 has been paying the mortgage for nearly two (2) years..." The Stipulation and  
3 Order made no mention of a transfer to Kerstan in exchange for  
4 reimbursement of funds withdrawn by Michael from the 529 or Coverdell  
5 accounts.  
6

7 c. March 12, 2013 – Kerstan filed a "Motion to Stay Hearing of the Child  
8 Support Center of Southern Nevada and to Consolidate the Modification or  
9 Adjustment of Child Support with this Motion to Show Cause" but then did  
10 not appear for the April 25, 2013 hearing on the Motion.  
11

12 d. May 8, 2013 – Kerstan filed a "Notice of Motion for Order to Show Cause"  
13 (presumably of the March 12, 2013 Motion for Order to Show Cause), which  
14 was set for hearing on June 26, 2013.

15 e. June 26, 2013 – A hearing on Kerstan's March 12, 2013 Motion to Stay and  
16 Motion for Order to Show Cause took place. Michael did not file an  
17 Opposition to either Motion, but appeared at the hearing, and the parties  
18 discussed various issues with the Court on the record. The parties also entered  
19 into certain stipulations on the record, the extent and detail of which were  
20 largely omitted from the written order filed on August 29, 2013.  
21

22 f. June 26, 2013 agreements placed on the record included:

- 23 1. There were (3) life insurance policies that were liquidated by Michael  
24 after the divorce. Michael agreed to replace them with a term policy  
25 for 10 years with AAA. Kerstan wanted to be a co-owner to ensure it  
26 stays in effect. Michael agreed to give her an authorization instead of  
27  
28

1 making her a co-owner. Discussions regarding adding Michael as a  
2 beneficiary by agreement of the parties.

- 3  
4 2. With respect to the raw land (Smithcreek property) awarded to Michael  
5 in the Decree of Divorce, (VTS 10:15:06) in 2010 - 2011 he had a  
6 financial hardship and was falling behind on the mortgage. The  
7 Smithcreek property is titled in the name of an LLC, but the LLC's  
8 status is "revoked." Michael paid (2) years of mortgage payments, and  
9 believes he should have some sort of equitable interest in the property.  
10 (VTS 10:16:14). Michael does not mind giving Kerstan the property to  
11 offset some other hardships he had, and monies he used while he was  
12 unemployed. (VTS 10:16:58). They have a verbal agreement they are  
13 still 50/50 owners. If Michael gives her the property, Kerstan wants  
14 him to pay the fees that it will require to transfer the title (VTS  
15 10:17:43). If Michael signs the deed, he is satisfying his arrearages,  
16 and Kerstan is responsible for paying the cost to title it in her name.  
17 (VTS 10:18:31). Kerstan is not on the LLC, and is not authorized to  
18 reinstate the company. Kerstan questioned the Court whether the LLC  
19 had to be in good standing to convey title. Since it is a California  
20 property, the Court will only order Michael to execute transfer  
21 documents, and it is up to her to find out if California requires more.  
22 (VTS 10:19:30). The Court does not have authority to determine what  
23 California will need to record the deed.  
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- 1                   3.       HELOC – (VTS 10:21:00). Michael benefitted \$7,000.00 from the  
2                   HELOC that went into his personal account to cover an overdraft  
3                   because the HELOC was still associated with his account. Michael  
4                   offered to pay \$100 per month to Kerstan until the \$7,000.00 is paid  
5                   off, and she accepted. (VTS 10:22:10).  
6  
7                   4.       COVERDALE ACCOUNT FOR TUTORING – (VTS 10:22:43).  
8                   Kerstan incurred \$5,000.00 in tutoring fees for Isabella. She contacted  
9                   the financial representative to ask to the use the fund to reimburse her  
10                  for the tutoring expenses, but when the check was cut, it went to Dad,  
11                  and she is still paying on the tutoring bill. (VTS 10:23:28). Michael  
12                  pointed out that the summer Isabella lived with him, he paid \$500.00  
13                  for her tutoring, so he used some of that money to pay for those  
14                  expenses. (VTS 10:23:50). Rather than paying Kerstan the \$1,500.00  
15                  for reimbursement of that check, he wants to pay the next \$1,500.00 in  
16                  tutoring expenses for Isabella. (VTS 10:26:02). Kerstan does not care  
17                  if funds are used for current or future tutoring expenses, but just that  
18                  they are used for tutoring expenses. (VTS 10:26:06). The parties both  
19                  agreed to pay for Isabella's soccer camp, but Kerstan did not pay her ½  
20                  for the camp. (VTS 10:26:55). Kerstan agreed that as long as Michael  
21                  pays her what they agreed for the 8th grade tutoring expenses, she will  
22                  pay the rest. (VTS 10:29:18). The Court stated that it does not have a  
23                  schedule of arrears for the tutoring expenses, so it cannot rule on the  
24                  request. (VTS 10:29:55). Michael agreed to pay Kerstan the  
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1 \$7,000.00 for the HELOC and an additional \$1,000.00 for the tutoring  
2 expenses, for a total of \$8,000 and that will resolve the HELOC and  
3 the tutoring issue. (VTS 10:30:25). **The Court asked the parties if**  
4 **those were all the issues, and the parties confirmed those were all**  
5 **the issues.**  
6

7 **ORDERS**

8 Based upon the foregoing Findings of Fact, the Court HEREBY ORDERS:

9 Res judicata attached to the following issues after the hearing of June 26, 2013, and  
10 they will not be reconsidered:

11 1. Michael's liquidation of the cash value of life insurance policies listed in the  
12 Decree of Divorce, pages 16 – 17;

13 2. Michael's liquidation of the 529 college account;

14 3. Michael's receipt of the Coverdell funds;

15 4. Michael's use of \$7,000.00 from the HELOC secured against the 1242  
16 Sonatina Drive, Henderson, Nevada residence awarded to Kerstan in the Decree of Divorce;  
17 and  
18

19 5. Child support arrearages owed by Michael prior to June 26, 2013.

20 The issues remaining for the Court's consideration are:

21 1. Michael's request to modify custody of the minor child, Isabella (age 17) from  
22 primary with Kerstan, to primary with him;

23 2. Michael's request for modification of child support;

24 3. Michael's request to determine child support arrearages after June 26, 2013;

25 4. Prospective child support;  
26  
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1           5.       Michael's contention that the HELOC was an "omitted debt" from the Decree  
2 of Divorce;

3           6.       Michael's request for Kerstan to refinance the HELOC, and remove his name  
4 from the obligation;

5           7.       Kerstan's request to maintain the status quo regarding custody of Isabella, and  
6 deny Michael's request for primary physical custody;

7           8.       Each party's request for attorney's fees.

8  
9 **PHYSICAL CUSTODY OF ISABELLA**

10           There has been a material change in circumstances regarding the physical custody of  
11 the minor child, Isabella. Both parties admit that as of August 2013, Isabella has been  
12 residing with the paternal grandparents in Reno, Nevada. Isabella moved in with her  
13 grandparents to attend school in Reno, and both parents agreed to the move. Both parents  
14 also agree that Isabella is doing well in school, and her behavior and grades have improved  
15 over the status of the same while she was living primarily with Kerstan in Las Vegas.

16           The Court's primary focus in determining custody is the best interest of the child.  
17 Given Isabella's improved grades and behavior, it is this Court's opinion that Kerstan's best  
18 interest would be served by her continuing to reside with her paternal grandparents in Reno,  
19 Nevada. Since Isabella is, and has been, residing with her paternal grandparents since  
20 August 2013, neither parent has primary or shared physical custody of the child after that  
21 date. Rather, the parents have consented to the paternal grandparents having primary  
22 physical custody of Isabella. The Court orders that Isabella shall remain in the primary  
23 custody of the paternal grandparents, and that she may exercise teenage discretion in any  
24 visitation with either Michael or Kerstan, given her age of 17 years.

1 **CHILD SUPPORT ARREARAGES**

2 Any child support arrearages that may have existed as of June 26, 2013 were resolved  
3 by the parties at the hearing of this date. It is questionable whether Michael owed any child  
4 support arrearages on June 26, 2013, and the Child Support Hearing Master, who  
5 summarily ordered a \$100.00 monthly payment toward "arrearages" did not hear any  
6 evidence of arrearages at the March 25, 2013 hearing in the R case.  
7

8 Kerstan did not file a Schedule of Arrearages supporting alleged child support  
9 arrearages owed by Michael after June 26, 2013, and Michael has continued paying  
10 \$100.00 per month pursuant to the Child Support Order for unsubstantiated arrearages.  
11 Thus, Michael is entitled to a credit of \$1,700.00 for an overpayment (\$100.00 per month  
12 for 17 months). Rather than penalize the minor child, Michael, and issue an offset against  
13 his entitlement to current support from his father, the Court is ordering that the \$1,700.00  
14 be offset against Michael's obligation to repay Kerstan the monies withdrawn from the  
15 HELOC account.  
16

17 **MODIFICATION OF CHILD SUPPORT**

18 Pursuant to NRS 125B.040(3) "[a]n order of support of a child creates an obligation  
19 for the support of the child and follows the child to the person who has obtained lawful  
20 physical custody of the child." "Lawful physical custody" as defined in section (12) of the  
21 statute encompasses physical custody "[w]ith the consent of the person who has been  
22 awarded physical custody of the child pursuant to an order of a court." In this case, Kerstan  
23 was awarded primary physical custody of Isabella, and acquiesced to Isabella moving to  
24 Reno, Nevada to reside with her paternal grandparents. Thus, the paternal grandparents  
25 have "lawful physical custody" of Isabella under the statute. Given this fact, child support  
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1 follows the child, and the parental grandparents, not Kerstan, are entitled to receive the  
2 support obligation of the parents.

3 It also follows that once Kerstan ceased having primary physical custody of Isabella,  
4 she was no longer entitled to receive child support from Michael. Rather, Michael's child  
5 support obligation followed Isabella, who resides primarily with her paternal grandparents.  
6 However, since neither party, (nor the paternal grandparents) raised this issue until the  
7 instant motion, the Court will not revisit historical child support, nor order prospective child  
8 support for Isabella. Michael's child support obligation to Kerstan for Isabella shall cease  
9 immediately.  
10

#### 11 **PROSPECTIVE CHILD SUPPORT**

12 Since Kerstan maintains primary physical custody of the minor child, Michael (age  
13 10), his father, Michael, shall continue to pay Kerstan \$714.00 per month as and for this  
14 minor child's support, and \$75.00 for medical support, beginning immediately.  
15

16 Because the obligation of support follows the child, and neither Michael nor Kerstan  
17 are the custodial parent of Isabella, the Court finds they are EQUALLY obligated to the  
18 paternal grandparents for the support of Isabella. Once Kerstan ceased having primary  
19 physical custody of Isabella, her obligation to support Isabella was triggered under NRS  
20 125B.070 et seq. However, the paternal grandparents have not requested child support for  
21 Isabella's benefit, so the Court is not ordering the same at this juncture.  
22

#### 23 **HELOC AS OMITTED DEBT**

24 Kerstan was awarded the residence located at 1242 Sonatina Drive, Henderson,  
25 Nevada, together with the "encumbrance" thereon. While the Decree uses the singular of  
26 this term at page 12, wherein Kerstan is awarded the property, at page 15, the parties  
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28

1 included a catch all provision whereby each party assumes responsibility for, indemnifies  
2 and holds the other harmless from "...the liabilities associated with the properties awarded  
3 to each of them herein." See, Decree of Divorce, filed April 17, 2009.

4 While the HELOC was not specifically designated as Kerstan's liability, it was  
5 "associated with the property" awarded to her, namely, the Sonatina residence, and she  
6 assumed responsibility for this obligation by paying the same subsequent to the Decree of  
7 Divorce in 2009. Kerstan only objected to paying the obligation when the sum of  
8 \$7,000.00 was withdrawn and applied to Michael's overdrafted account. This issue was  
9 also addressed at the June 26, 2013 hearing when the parties reached an agreement for  
10 Michael to pay Kerstan the \$7,000.00.  
11

12 The parties are precluded from arguing there has been a mistake of fact 6 years later,  
13 when they have both conducted themselves consistent with a course of conduct whereby  
14 Kerstan has assumed responsibility for the debt, and Michael has assumed responsibility for  
15 his portion of an increase in the debt, to which Kerstan did not consent or acquiesce.  
16

#### 17 **REFINANCE OF HELOC**

18 The Decree of Divorce did not require either party to refinance any obligations  
19 associated with any property they received. Further, Michael is responsible for actually  
20 increasing the balance of the HELOC, thus this Court will not require Kerstan to refinance  
21 the HELOC.  
22

23 ...

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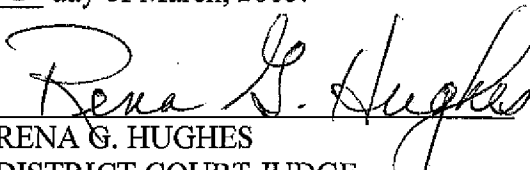
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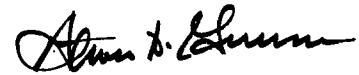
1 **ATTORNEY'S FEES**

2 The Court finds that neither party is the prevailing party in this matter, and neither  
3 party is entitled to an award of attorney's fees.

4 **IT IS SO ORDERED** this 30 day of March, 2015.

5   
6 RENA G. HUGHES  
7 DISTRICT COURT JUDGE  
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NEO



CLERK OF THE COURT

DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

\*\*\*\*

Kerstan D Micone, Plaintiff  
vs.  
Michael A Micone, Defendant.

CASE NO: D-08-388334-D  
DEPT. Department J

**NOTICE OF ENTRY OF ORDER FROM JANUARY 15, 2015 HEARING**

**TO: John D. Jones, Esq., of Black & LoBello, Counsel for Plaintiff**

**TO: Donn W. Prokopious, Esq., of Prokopious & Beasley, Counsel for Plaintiff**

Please take notice that an Order from January 15, 2015 Hearing was prepared by the Court, and was entered in the above-entitled matter on March 31, 2015, a copy of which is attached hereto.



JEANETTE LACKER  
Judicial Executive Assistant  
Department J


1  
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that on the above file stamped date:

4 I have e-served pursuant to NEFCR 9 and/or placed a copy of the foregoing  
5 NOTICE OF ENTRY OF ORDER FROM JANUARY 15, 2015 HEARING in the  
6 appropriate attorney folder located in the Clerk of the Court's Office of:

7 John D. Jones, Esq  
8 Counsel for Plaintiff

Donn W. Prokopious  
Counsel for Defendant

9  
10   
11 Jeanette Lacker  
12 Judicial Executive Assistant, Department J  
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

KERSTAN MICONE, nka  
KERSTAN HUBBS,

Plaintiff,

vs.

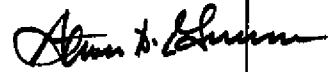
MICHAEL MICONE,

Defendant.

**CASE NO. : D-08-388334-D**

**DEPARTMENT J**

Electronically Filed  
03/31/2015 09:05:04 AM



CLERK OF THE COURT

**ORDER FROM HEARING JANUARY 15, 2015**

This matter came on for hearing before the Honorable Rena G. Hughes, Department J of the Eighth Judicial District Court, Family Division. Plaintiff, Kerstan Micone (nka Kerstan Hubbs, "Kerstan") was present and was represented by her attorney, John D. Jones, Esq., of Black & LoBello, and the Defendant, Michael Micone ("Michael") was present and represented by his attorney, Donn W. Prokopius, Esq., of Prokopius & Beasley. The Court, having read and reviewed all the papers and pleadings on file, and having heard oral argument of counsel, makes the following Findings of Fact and Orders.

**FINDINGS OF FACT**

The parties were divorced by Decree of Divorce dated April 17, 2009 in the Eighth Judicial District Court, Clark County, Nevada. The parties have two (2) minor children of the marriage, to wit: Isabella Micone, born March 26, 1998, and; Michael Micone, born January 7, 2005. The Decree of Divorce awarded Kerstan primary physical custody of the minor children, and the parties share joint legal custody.

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9

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- 15 1. Michael's liquidation of the cash value of life insurance policies listed in the  
16 Decree of Divorce, pages 16 – 17;
- 17 2. Michael's liquidation of the 529 college account;
- 18 3. Michael's receipt of the Coverdell funds;
- 19 4. Michael's use of \$7,000.00 from the HELOC secured against the 1242  
20 Sonatina Drive, Henderson, Nevada residence awarded to Kerstan in the  
21 Decree of Divorce; and  
22  
23

24 <sup>1</sup> On March 12, 2013, Kerstan filed a "Motion to Stay Hearing of the Child Support Center of Southern  
25 Nevada and to Consolidate the Modification or Adjustment of Child Support with this Motion to Show  
26 Cause" seeking to stay a hearing in Case no. R-12-174206-R regarding Michael's request to modify his  
27 child support obligation, so the District Court Judge in Dept. J could hear the matter, along with alleged  
28 violations by Michael of the Decree of Divorce. Kerstan's Motion to Stay was set for hearing on April 25,  
2013, but neither party appeared and the matter was taken off calendar. The hearing on Kerstan's Motion to  
Stay, and for an Order to Show Cause was then set for hearing on June 26, 2013. On that date, both parties  
appeared, and placed certain stipulations on the record.

1           5.       Child support arrearages owed by Michael.

2           Since the order resulting from the hearing on June 26, 2013 lacked specificity and  
3 detail, the Court reviewed all papers and pleadings pre-dating the hearing, as well as the  
4 video record of the hearing before Judge Pollock. The Court focused its attention on the  
5 chronology of events leading up to the stipulations of the parties on June 26, 2013 in  
6 discerning the scope of the parties' resolution at the hearing of that date.  
7

8           a.       May 8, 2012 – Kerstan and Kathy Bax, a registered investment advisor of  
9 Towerkeep, exchanged emails with a subject line: "529 and Coverdell."

10           1.       Kerstan emailed Kathy Bax to ask her if the Coverdell funds could be  
11 used to pay for Isabella's tutoring expenses.

12           2.       Kathy Bax emailed Kerstan that the "529 was completely redeemed  
13 4/25/11" and that "...[t]here is \$2,722.77 in Coverdell. Coverdell  
14 cannot be used for college, but needs to be used for pre-college  
15 expenses." (such as the tutoring expenses)<sup>2</sup>.

16           3.       At 12:10 p.m., Kerstan received another email from Kathy Bax stating,  
17 "I just need to call and get a check. The account is owned by Isabel.  
18 The check will go to her."  
19

20           b.       December 19, 2012 – the parties enter into a Stipulation and Order agreeing to  
21 transfer the 963 Smithcreek property (the Smithcreek or "raw land" was  
22 awarded to Michael in the Decree of Divorce) to Kerstan because "...Michael  
23  
24

25           <sup>2</sup> The Coverdell and 529 American Fund accounts were not separately listed or awarded within the Decree  
26 of Divorce, but were apparently included in the paragraph at page 17 of the Decree of Divorce stating: "IT  
27 IS FURTHER ORDERED, ADJUDGED AND DECREED that all accounts, including prepaid tuition and  
28 529 accounts, or life insurance policies in existence for the benefit of the children, or insuring their lives,  
shall be maintained for said children with both parties being named as custodians and requiring both  
signatures for any withdrawals."



1 can no longer make the mortgage, property tax, or HOA payments and Kerstan  
2 has been paying the mortgage for nearly two (2) years..." The Stipulation and  
3 Order made no mention of a transfer to Kerstan in exchange for  
4 reimbursement of funds withdrawn by Michael from the 529 or Coverdell  
5 accounts.  
6

7 c. March 12, 2013 – Kerstan filed a "Motion to Stay Hearing of the Child  
8 Support Center of Southern Nevada and to Consolidate the Modification or  
9 Adjustment of Child Support with this Motion to Show Cause" but then did  
10 not appear for the April 25, 2013 hearing on the Motion.

11 d. May 8, 2013 – Kerstan filed a "Notice of Motion for Order to Show Cause"  
12 (presumably of the March 12, 2013 Motion for Order to Show Cause), which  
13 was set for hearing on June 26, 2013.  
14

15 e. June 26, 2013 – A hearing on Kerstan's March 12, 2013 Motion to Stay and  
16 Motion for Order to Show Cause took place. Michael did not file an  
17 Opposition to either Motion, but appeared at the hearing, and the parties  
18 discussed various issues with the Court on the record. The parties also entered  
19 into certain stipulations on the record, the extent and detail of which were  
20 largely omitted from the written order filed on August 29, 2013.  
21

22 f. June 26, 2013 agreements placed on the record included:

- 23 1. There were (3) life insurance policies that were liquidated by Michael  
24 after the divorce. Michael agreed to replace them with a term policy  
25 for 10 years with AAA. Kerstan wanted to be a co-owner to ensure it  
26 stays in effect. Michael agreed to give her an authorization instead of  
27  
28

1 making her a co-owner. Discussions regarding adding Michael as a  
2 beneficiary by agreement of the parties.

- 3  
4 2. With respect to the raw land (Smithcreek property) awarded to Michael  
5 in the Decree of Divorce, (VTS 10:15:06) in 2010 - 2011 he had a  
6 financial hardship and was falling behind on the mortgage. The  
7 Smithcreek property is titled in the name of an LLC, but the LLC's  
8 status is "revoked." Michael paid (2) years of mortgage payments, and  
9 believes he should have some sort of equitable interest in the property.  
10 (VTS 10:16:14). Michael does not mind giving Kerstan the property to  
11 offset some other hardships he had, and monies he used while he was  
12 unemployed. (VTS 10:16:58). They have a verbal agreement they are  
13 still 50/50 owners. If Michael gives her the property, Kerstan wants  
14 him to pay the fees that it will require to transfer the title (VTS  
15 10:17:43). If Michael signs the deed, he is satisfying his arrearages,  
16 and Kerstan is responsible for paying the cost to title it in her name.  
17 (VTS 10:18:31). Kerstan is not on the LLC, and is not authorized to  
18 reinstate the company. Kerstan questioned the Court whether the LLC  
19 had to be in good standing to convey title. Since it is a California  
20 property, the Court will only order Michael to execute transfer  
21 documents, and it is up to her to find out if California requires more.  
22 (VTS 10:19:30). The Court does not have authority to determine what  
23 California will need to record the deed.  
24  
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3. HELOC – (VTS 10:21:00). Michael benefitted \$7,000.00 from the HELOC that went into his personal account to cover an overdraft because the HELOC was still associated with his account. Michael offered to pay \$100 per month to Kerstan until the \$7,000.00 is paid off, and she accepted. (VTS 10:22:10).
4. COVERDALE ACCOUNT FOR TUTORING – (VTS 10:22:43). Kerstan incurred \$5,000.00 in tutoring fees for Isabella. She contacted the financial representative to ask to the use the fund to reimburse her for the tutoring expenses, but when the check was cut, it went to Dad, and she is still paying on the tutoring bill. (VTS 10:23:28). Michael pointed out that the summer Isabella lived with him, he paid \$500.00 for her tutoring, so he used some of that money to pay for those expenses. (VTS 10:23:50). Rather than paying Kerstan the \$1,500.00 for reimbursement of that check, he wants to pay the next \$1,500.00 in tutoring expenses for Isabella. (VTS 10:26:02). Kerstan does not care if funds are used for current or future tutoring expenses, but just that they are used for tutoring expenses. (VTS 10:26:06). The parties both agreed to pay for Isabella's soccer camp, but Kerstan did not pay her ½ for the camp. (VTS 10:26:55). Kerstan agreed that as long as Michael pays her what they agreed for the 8th grade tutoring expenses, she will pay the rest. (VTS 10:29:18). The Court stated that it does not have a schedule of arrears for the tutoring expenses, so it cannot rule on the request. (VTS 10:29:55). Michael agreed to pay Kerstan the

1 \$7,000.00 for the HELOC and an additional \$1,000.00 for the tutoring  
2 expenses, for a total of \$8,000 and that will resolve the HELOC and  
3 the tutoring issue. (VTS 10:30:25). The Court asked the parties if  
4 those were all the issues, and the parties confirmed those were all  
5 the issues.  
6

7 **ORDERS**

8 Based upon the foregoing Findings of Fact, the Court HEREBY ORDERS:

9 Res judicata attached to the following issues after the hearing of June 26, 2013, and  
10 they will not be reconsidered:

11 1. Michael's liquidation of the cash value of life insurance policies listed in the  
12 Decree of Divorce, pages 16 – 17;

13 2. Michael's liquidation of the 529 college account;

14 3. Michael's receipt of the Coverdell funds;

15 4. Michael's use of \$7,000.00 from the HELOC secured against the 1242  
16 Sonatina Drive, Henderson, Nevada residence awarded to Kerstan in the Decree of Divorce;  
17 and  
18

19 5. Child support arrearages owed by Michael prior to June 26, 2013.

20 The issues remaining for the Court's consideration are:

21 1. Michael's request to modify custody of the minor child, Isabella (age 17) from  
22 primary with Kerstan, to primary with him;

23 2. Michael's request for modification of child support;

24 3. Michael's request to determine child support arrearages after June 26, 2013;

25 4. Prospective child support;  
26  
27  
28

1           5.       Michael's contention that the HELOC was an "omitted debt" from the Decree  
2 of Divorce;

3           6.       Michael's request for Kerstan to refinance the HELOC, and remove his name  
4 from the obligation;

5           7.       Kerstan's request to maintain the status quo regarding custody of Isabella, and  
6 deny Michael's request for primary physical custody;

7           8.       Each party's request for attorney's fees.  
8

9       **PHYSICAL CUSTODY OF ISABELLA**

10           There has been a material change in circumstances regarding the physical custody of  
11 the minor child, Isabella. Both parties admit that as of August 2013, Isabella has been  
12 residing with the paternal grandparents in Reno, Nevada. Isabella moved in with her  
13 grandparents to attend school in Reno, and both parents agreed to the move. Both parents  
14 also agree that Isabella is doing well in school, and her behavior and grades have improved  
15 over the status of the same while she was living primarily with Kerstan in Las Vegas.  
16

17           The Court's primary focus in determining custody is the best interest of the child.  
18 Given Isabella's improved grades and behavior, it is this Court's opinion that Kerstan's best  
19 interest would be served by her continuing to reside with her paternal grandparents in Reno,  
20 Nevada. Since Isabella is, and has been, residing with her paternal grandparents since  
21 August 2013, neither parent has primary or shared physical custody of the child after that  
22 date. Rather, the parents have consented to the paternal grandparents having primary  
23 physical custody of Isabella. The Court orders that Isabella shall remain in the primary  
24 custody of the paternal grandparents, and that she may exercise teenage discretion in any  
25 visitation with either Michael or Kerstan, given her age of 17 years.  
26  
27  
28

1 **CHILD SUPPORT ARREARAGES**

2 Any child support arrearages that may have existed as of June 26, 2013 were resolved  
3 by the parties at the hearing of this date. It is questionable whether Michael owed any child  
4 support arrearages on June 26, 2013, and the Child Support Hearing Master, who  
5 summarily ordered a \$100.00 monthly payment toward "arrearages" did not hear any  
6 evidence of arrearages at the March 25, 2013 hearing in the R case.  
7

8 Kerstan did not file a Schedule of Arrearages supporting alleged child support  
9 arrearages owed by Michael after June 26, 2013, and Michael has continued paying  
10 \$100.00 per month pursuant to the Child Support Order for unsubstantiated arrearages.  
11 Thus, Michael is entitled to a credit of \$1,700.00 for an overpayment (\$100.00 per month  
12 for 17 months). Rather than penalize the minor child, Michael, and issue an offset against  
13 his entitlement to current support from his father, the Court is ordering that the \$1,700.00  
14 be offset against Michael's obligation to repay Kerstan the monies withdrawn from the  
15 HELOC account.  
16

17 **MODIFICATION OF CHILD SUPPORT**

18 Pursuant to NRS 125B.040(3) "[a]n order of support of a child creates an obligation  
19 for the support of the child and follows the child to the person who has obtained lawful  
20 physical custody of the child." "Lawful physical custody" as defined in section (12) of the  
21 statute encompasses physical custody "[w]ith the consent of the person who has been  
22 awarded physical custody of the child pursuant to an order of a court." In this case, Kerstan  
23 was awarded primary physical custody of Isabella, and acquiesced to Isabella moving to  
24 Reno, Nevada to reside with her paternal grandparents. Thus, the paternal grandparents  
25 have "lawful physical custody" of Isabella under the statute. Given this fact, child support  
26  
27  
28

1 follows the child, and the parental grandparents, not Kerstan, are entitled to receive the  
2 support obligation of the parents.

3 It also follows that once Kerstan ceased having primary physical custody of Isabella,  
4 she was no longer entitled to receive child support from Michael. Rather, Michael's child  
5 support obligation followed Isabella, who resides primarily with her paternal grandparents.  
6 However, since neither party, (nor the paternal grandparents) raised this issue until the  
7 instant motion, the Court will not revisit historical child support, nor order prospective child  
8 support for Isabella. Michael's child support obligation to Kerstan for Isabella shall cease  
9 immediately.  
10

#### 11 **PROSPECTIVE CHILD SUPPORT**

12 Since Kerstan maintains primary physical custody of the minor child, Michael (age  
13 10), his father, Michael, shall continue to pay Kerstan \$714.00 per month as and for this  
14 minor child's support, and \$75.00 for medical support, beginning immediately.  
15

16 Because the obligation of support follows the child, and neither Michael nor Kerstan  
17 are the custodial parent of Isabella, the Court finds they are EQUALLY obligated to the  
18 paternal grandparents for the support of Isabella. Once Kerstan ceased having primary  
19 physical custody of Isabella, her obligation to support Isabella was triggered under NRS  
20 125B.070 et seq. However, the paternal grandparents have not requested child support for  
21 Isabella's benefit, so the Court is not ordering the same at this juncture.  
22

#### 23 **HELOC AS OMITTED DEBT**

24 Kerstan was awarded the residence located at 1242 Sonatina Drive, Henderson,  
25 Nevada, together with the "encumbrance" thereon. While the Decree uses the singular of  
26 this term at page 12, wherein Kerstan is awarded the property, at page 15, the parties  
27  
28

1 included a catch all provision whereby each party assumes responsibility for, indemnifies  
2 and holds the other harmless from "...the liabilities associated with the properties awarded  
3 to each of them herein." See, Decree of Divorce, filed April 17, 2009.

4 While the HELOC was not specifically designated as Kerstan's liability, it was  
5 "associated with the property" awarded to her, namely, the Sonatina residence, and she  
6 assumed responsibility for this obligation by paying the same subsequent to the Decree of  
7 Divorce in 2009. Kerstan only objected to paying the obligation when the sum of  
8 \$7,000.00 was withdrawn and applied to Michael's overdrafted account. This issue was  
9 also addressed at the June 26, 2013 hearing when the parties reached an agreement for  
10 Michael to pay Kerstan the \$7,000.00.  
11

12 The parties are precluded from arguing there has been a mistake of fact 6 years later,  
13 when they have both conducted themselves consistent with a course of conduct whereby  
14 Kerstan has assumed responsibility for the debt, and Michael has assumed responsibility for  
15 his portion of an increase in the debt, to which Kerstan did not consent or acquiesce.  
16

#### 17 **REFINANCE OF HELOC**

18 The Decree of Divorce did not require either party to refinance any obligations  
19 associated with any property they received. Further, Michael is responsible for actually  
20 increasing the balance of the HELOC, thus this Court will not require Kerstan to refinance  
21 the HELOC.  
22

23 ...

24 ...

25 ...

26 ...

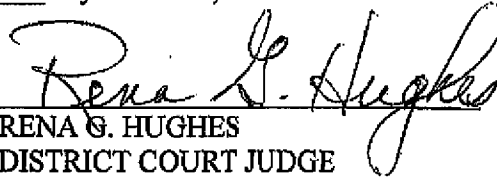
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1 **ATTORNEY'S FEES**

2 The Court finds that neither party is the prevailing party in this matter, and neither  
3 party is entitled to an award of attorney's fees.

4 **IT IS SO ORDERED** this 30 day of March, 2015.

5   
6 **RENA G. HUGHES**  
7 **DISTRICT COURT JUDGE**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

**December 11, 2008**

---

D-08-388334-D      Kerstan D Micone, Plaintiff  
   vs.  
   Michael A Micone, Defendant.

---

**December 11, 2008    11:15 AM                    Motion for Child  
Custody**

**HEARD BY:**    Kent, Lisa M

**COURTROOM:**    Courtroom 04

**COURT CLERK:**    Tammy Kozohara

**PARTIES:**

Isabella Micone, Subject Minor, not present  
Kerstan Micone, Plaintiff, Counter Defendant,    John Jones, Attorney, not present  
not present  
Michael Micone, Defendant, Counter                    Pro Se  
Claimant, not present  
Michael Micone, Subject Minor, not present

<b>JOURNAL ENTRIES</b>
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- Court advised that counsel submitted Stipulation and Order to vacate. Therefore, COURT ORDERED, matter OFF CALENDAR.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: December 29, 2009 2:30 PM Motion to Resolve Parent-Child Issues*

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider

Courtroom 04

Hughes, Rena G

Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

March 03, 2009

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D-08-388334-D	Kerstan D Micone, Plaintiff
	vs.
	Michael A Micone, Defendant.

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March 03, 2009	9:45 AM	Motion for Child Custody
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**HEARD BY:** Pollock, Kenneth E.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Vickie Warren

**PARTIES:**

Isabella Micone, Subject Minor, not present	
Kerstan Micone, Plaintiff, Counter Defendant,	John Jones, Attorney, present
present	
Michael Micone, Defendant, Counter	Pro Se
Claimant, present	
Michael Micone, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
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- Counsel advised the parties are working on a settlement and requested a continuance. The parties agree Deft controls the money and that each attorney will be paid \$10,000.

At counsel's request, COURT ORDERED, matter CONTINUED. The request for a trial setting is premature as a Joint Case Conference has not been conducted. This will be addressed at the next hearing.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: December 29, 2009 2:30 PM Motion to Resolve Parent-Child Issues*

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider

Courtroom 04

Hughes, Rena G

Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

**March 10, 2009**

---

D-08-388334-D      Kerstan D Micone, Plaintiff  
                                 vs.  
                                 Michael A Micone, Defendant.

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**March 10, 2009      9:45 AM      Motion for Child  
Custody**

**HEARD BY:**    Pollock, Kenneth E.

**COURTROOM:**    Courtroom 04

**COURT CLERK:**    Vickie Warren

**PARTIES:**

Isabella Micone, Subject Minor, not present  
Kerstan Micone, Plaintiff, Counter Defendant,    John Jones, Attorney, present  
not present  
Michael Micone, Defendant, Counter                      Pro Se  
Claimant, not present  
Michael Micone, Subject Minor, not present

<b>JOURNAL ENTRIES</b>
------------------------

- Court clerk trainee, Ines Egilmez also present.

Counsel represented they are close to settlement and will be submitting a Decree of Divorce. Counsel requested a prove up hearing.

COURT ORDERED, hearing for divorce SET.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: December 29, 2009 2:30 PM Motion to Resolve Parent-Child Issues*

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider

Courtroom 04

Hughes, Rena G

Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

March 27, 2009

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D-08-388334-D	Kerstan D Micone, Plaintiff vs. Michael A Micone, Defendant.
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**March 27, 2009      11:00 AM      Hearing for Divorce**

**HEARD BY:** Pollock, Kenneth E.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Vickie Warren

**PARTIES:**

Isabella Micone, Subject Minor, not present	
Kerstan Micone, Plaintiff, Counter Defendant,	John Jones, Attorney, present
present	
Michael Micone, Defendant, Counter	Pro Se
Claimant, present	
Michael Micone, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
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- Court clerk in training, Ines Egilmez also present.

Colloquy regarding resolution of the matter. The parties stipulate as follows:

The parties will have joint legal custody with the Pltf having custody characterized as primary physical custody. The timeshare will be a 9/5 split on a 14 day cycle with Pltf having the 9 days and Deft the 5 days.

The parties will implement the Right of First Refusal.

Deft will pay to Pltf \$968 per month/per child as child support.

Both parties waive alimony.

Deft will pay to Pltf \$10,000 as attorney fees, payable no later than 30 days from today. Pltf is



responsible for any additional attorney fees beyond the \$10,000.

Division of assets and liabilities will be as set forth in the Draft Decree of Divorce.

The Draft Decree of Divorce will be interlineated as follows:

Page 7, line 6, at the end of the paragraph where it says "until the matter can be brought before the judge"; the following language shall be added: "Drug testing to end January 1, 2012. If it is clean the requesting person pays.

Page 11, line 16, item #7, after 40% delete (one-half).

Page 16, lines 5-14 add: There are three life insurance policies that are owned by either Pltf or Deft. There is a New York Life Insurance on Pltf's life with a death benefit of \$250,000. Pltf is the owner of the policy and is responsible for the payment of the premiums. Deft shall be designated as the irrevocable beneficiary trustee for the proceeds on behalf of the minor children. There is a Pacific life insurance policy on Deft's life with a death benefit of \$750,000. Deft is the owner of the policy and is responsible for the payment of the premiums. Pltf shall be designated as the irrevocable beneficiary trustee on behalf of the minor children. There is a third life insurance policy that Deft has had since he was a teenager, New York Life with a death benefit of \$50,000. This is Deft's separate property. Deft can name whomever he chooses to be the beneficiary and he is solely responsible for payment of the premiums. There is a fourth policy that is an annuity with Grist Mills life insurance that is owned by a 3rd party entity that will be Deft's separate property. Deft can name whomever he chooses to be the beneficiary and he is solely responsible for payment of the premiums.

Pltf and Deft sworn and testified. COURT ORDERED, DIVORCE GRANTED. Draft Decree of Divorce submitted as exhibit. The Court will hold the Draft Decree of Divorce to be replaced with the Decree of Divorce when submitted within 5 days from today. An Affidavit of Resident Witness shall be submitted with the Decree of Divorce.

Both parties waive FINDING OF FACT, CONCLUSIONS OF LAW and RIGHT TO APPEAL.

Counsel and parties STIPULATED pursuant to EDCR 7.50 that the agreement reached will be entered in the minutes in the form of an Order. COURT SO FURTHER ORDERED.

Future hearings STAND.

#### **INTERIM CONDITIONS:**

#### **FUTURE HEARINGS:**

*Canceled: December 29, 2009 2:30 PM Motion to Resolve Parent-Child Issues*

PRINT DATE:	05/04/2015	Page 8 of 31	Minutes Date:	December 11, 2008
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*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider

Courtroom 04

Hughes, Rena G

Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

April 09, 2009

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D-08-388334-D	Kerstan D Micone, Plaintiff vs. Michael A Micone, Defendant.
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**April 09, 2009            9:00 AM            Motion**

**HEARD BY:**   Pollock, Kenneth E.

**COURTROOM:**   Courtroom 04

**COURT CLERK:**   Vickie Warren

**PARTIES:**

Isabella Micone, Subject Minor, not present	
Kerstan Micone, Plaintiff, Counter Defendant,	John Jones, Attorney, not present
not present	
Michael Micone, Defendant, Counter	Pro Se
Claimant, not present	
Michael Micone, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
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- Court clerk in training, Ines Egilmez also present. Atty J. Davis #9310 appearing for the Law Offices of Kunin & Carman.

Counsel advised Pltf paid \$5,000 and requested the lien amount amended to \$11,712.64. The Court noted the interest is stated as being 4% and there are no invoices or supporting documents attached to the motion. Counsel provided a copy of the billing statements and advised there have been no dispute as to the bill or interest and that the interest fees are included in the retainer. Pltf is still represented by Atty Jones but through a different law firm.

COURT ORDERED, motion GRANTED.

**INTERIM CONDITIONS:**

PRINT DATE:	05/04/2015	Page 10 of 31	Minutes Date:	December 11, 2008
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**FUTURE HEARINGS:**

*Canceled: December 29, 2009 2:30 PM Motion to Resolve Parent-Child Issues*

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider  
Courtroom 04  
Hughes, Rena G  
Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

August 04, 2009

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D-08-388334-D	Kerstan D Micone, Plaintiff vs. Michael A Micone, Defendant.
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August 04, 2009	9:45 AM	Motion for Order to Show Cause
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**HEARD BY:** Loehrer, Sally

**COURTROOM:** Courtroom 04

**COURT CLERK:** Vickie Warren

**PARTIES:**

Isabella Micone, Subject Minor, not present	
Kerstan Micone, Plaintiff, Counter Defendant,	John Jones, Attorney, not present
not present	
Michael Micone, Defendant, Counter	Pro Se
Claimant, not present	
Michael Micone, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
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- A Stipulation and Order having been submitted to the department and the parties having settled all matters, the matter was TAKEN OFF CALENDAR.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: December 29, 2009 2:30 PM Motion to Resolve Parent-Child Issues*

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider  
Courtroom 04  
Hughes, Rena G  
Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Divorce - Complaint

## COURT MINUTES

December 08, 2009

D-08-388334-D      Kerstan D Micone, Plaintiff  
vs.  
Michael A Micone, Defendant.

**December 08, 2009 2:00 PM All Pending Motions**

HEARD BY: Pollock, Kenneth E.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Yvette Clayton

**PARTIES:**

Isabella Micone, Subject Minor, not present	
Kerstan Micone, Plaintiff, Counter Defendant, present	John Jones, Attorney, present
Michael Micone, Defendant, Counter Claimant, present	Pro Se
Michael Micone, Subject Minor, not present	

## JOURNAL ENTRIES

- PLTF'S MOTION TO RESOLVE PARENT/CHILD ISSUES...DEFT'S OPPOSITION AND COUNTERMOTION TO ENFORCE NOVEMBER 24, 2009 CUSTODY ORDER OF COMMISSIONER BEECROFT; TO ALLOW DEFT IMMEDIATE TELEPHONIC CONTACT WITH THE MINOR CHILDREN; TO DISSOLVE TPO; FOR COMPENSATORY VISITATION; FOR REIMBURSEMENT OF TRAVEL COSTS; FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS

Rhonda Mushkin bar #2760 Co-Counsel for Plaintiff.

This case was heard simultaneously with T-09-121785-T.

Mr. Jones stated there are two criminal cases pending. Court was concerned with the criminal case and if the child will be a witness. Mr. Jimmerson read the Police report in Open Court.

Following arguments and discussions, COURT ORDERED the following:

1. The TPO shall be EXTENDED to 12/21/09 and set for a return on 12/21/09 at 9:00am.
2. Defendant shall be permitted daily telephone contact with the children at 7:00am and 7:00pm, starting tonight 12/8/09. The calls shall be recorded by Plaintiff until she is able to have a webcam capability.
3. Defendant shall have SUPERVISED visitation this weekend Saturday 12/12/09, from 10:00am to 6:00pm and Sunday 12/13/09 from 12:00pm to 6:00pm. Court will leave the selection of the Supervisor to the Parties and if they cannot agree upon a supervisor Court will add them to Friday's Calendar on 12/11/09.
4. Mr. Jones shall give notice to the District Attorney Office so see if they have and interest to weigh in by 12/21/09. Mr. Jones shall copy Mr. Jimmerson with any notice sent to the District Attorney's Office.
5. Defendant shall provide proof that the guns is secured with a third party to Mr. Jones.

Mr. Jones shall Prepare the Order and Mr. Jimmerson shall Review as to form and content then SIGN OFF.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: December 29, 2009 2:30 PM Motion to Resolve Parent-Child Issues*

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider  
Courtroom 04  
Hughes, Rena G  
Skaggs, Tiffany



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

**December 21, 2009**

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D-08-388334-D      Kerstan D Micone, Plaintiff  
                                 vs.  
                                 Michael A Micone, Defendant.

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**December 21, 2009   9:00 AM                      Return Hearing**

**HEARD BY:**   Pollock, Kenneth E.

**COURTROOM:**   Courtroom 04

**COURT CLERK:**   Vickie Warren

**PARTIES:**

Isabella Micone, Subject Minor, not present  
Kerstan Micone, Plaintiff, Counter Defendant,      John Jones, Attorney, present  
present  
Michael Micone, Defendant, Counter                      Pro Se  
Claimant, present  
Michael Micone, Subject Minor, not present

<b>JOURNAL ENTRIES</b>
------------------------

- This was heard along with T-09-121785-T (see minutes).

Counsel advised the District Office will not be calling the children as witnesses in the underlying criminal matter. Supervision is no longer necessary. Since the last hearing Deft has had two weekend visitations that were uneventful as it relates to the children.

The following STIPULATION was placed on the record.

Deft's child visitation will resume at the five days and five days at Christmas. The child exchange location will be the hotel valet at Green Valley Ranch.

Deft will be referred for an outsourced psych evaluation with Dr. John Paglini.

Deft will incur the total expense of the damage to the vehicle of approximately \$1,300.

Pltf is reserving their request for attorney fees.

The 9 day/5 day timeshare will be flipped. When the children are returned on 12/26/09, dad will begin his next 5 day on Tuesday, 1/5/10.

The Deft may pick up the children directly from school.

COURT SO ORDERED.

Arguments by counsel regarding visitation make up for Deft. Deft provided the receipt for the gun storage at Mark Force Strike, Reno NV to Pltf's counsel.

COURT FURTHER ORDERED,

Deft REFERRED to Dr. John Paglini for OUTSOURCED PSYCHOLOGICAL EVALUATION. Deft shall bear the cost solely. Order for Outsourced Services FILED IN OPEN COURT.

ATTORNEY FEES are RESERVED.

TELEPHONE CONTACT remains in place.

Both parties shall ensure the children are in an age-appropriate car seat while traveling in a vehicle.

Case T-09-121785-T shall be LINKED to this case.

Atty Mushkin to prepare the order from today's hearing.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: December 29, 2009 2:30 PM Motion to Resolve Parent-Child Issues*

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider  
Courtroom 04  
Hughes, Rena G  
Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

**March 23, 2010**

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D-08-388334-D      Kerstan D Micone, Plaintiff  
                                 vs.  
                                 Michael A Micone, Defendant.

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**March 23, 2010      9:30 AM      Return Hearing**

**HEARD BY:**   Pollock, Kenneth E.

**COURTROOM:**   Courtroom 04

**COURT CLERK:**   Vickie Warren

**PARTIES:**

Isabella Micone, Subject Minor, not present  
Kerstan Micone, Plaintiff, Counter Defendant,      John Jones, Attorney, present  
present  
Michael Micone, Defendant, Counter      Pro Se  
Claimant, present  
Michael Micone, Subject Minor, not present

<b>JOURNAL ENTRIES</b>
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- This was heard along with T-09-121785-T (see minutes).

Counsel advised the parties have reached the following STIPULATION:

The car repair issue has been resolved.

The Pltf's current boyfriend will not be labeled as stepfather and he will not communicate with the preschool or be on the school records.

Deft will begin treating with a counselor per Dr. Paglini's recommendation.

The child exchange location will be modified to the Deft's home or the Anthem Von's.

Pltf will pay to Deft attorney fees.

Counsel and parties STIPULATED pursuant to EDCR 7.50 that the agreement reached will be entered in the minutes in the form of an Order. COURT SO ORDERED.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider  
Courtroom 04  
Hughes, Rena G  
Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

April 25, 2013

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D-08-388334-D      Kerstan D Micone, Plaintiff  
   vs.  
   Michael A Micone, Defendant.

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**April 25, 2013      10:00 AM      Motion to Stay**

**HEARD BY:**   Pollock, Kenneth E.

**COURTROOM:**   Courtroom 04

**COURT CLERK:**   Tiffany Skaggs

**PARTIES:**

Isabella Micone, Subject Minor, not present  
Kerstan Micone, Plaintiff, Counter Defendant,      John Jones, Attorney, not present  
not present  
Michael Micone, Defendant, Counter      Pro Se  
Claimant, not present  
Michael Micone, Subject Minor, not present

<b>JOURNAL ENTRIES</b>
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- Due to no appearances, matter OFF CALENDAR.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider  
Courtroom 04  
Hughes, Rena G

Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Divorce - Complaint

## COURT MINUTES

June 26, 2013

D-08-388334-D      Kerstan D Micone, Plaintiff  
vs.  
Michael A Micone, Defendant.

**June 26, 2013                      10:00 AM                      Motion to Stay**

HEARD BY: Pollock, Kenneth E.

**COURTROOM:** Courtroom 04

**COURT CLERK:** Kathleen Boyle

**PARTIES:**

Isabella Micone, Subject Minor, not present	
Kerstan Micone, Plaintiff, Counter Defendant, present	Pro Se
Michael Micone, Defendant, Counter Claimant, present	Pro Se
Michael Micone, Subject Minor, not present	

## JOURNAL ENTRIES

- The Court noted Defendant had not filed an Opposition. Defendant responded he had discussed the issues with Plaintiff and they had resolved some of the issues.

The parties STIPULATED to the following:

1. Defendant will add Michael as a beneficiary to the life insurance policy, and he will provide Plaintiff with an irrevocable written consent for the Insurance Company to release information to Plaintiff with regard to the account.
2. Defendant will execute the documents to transfer the land in California to Plaintiff. Plaintiff will be responsible for any delinquencies.
3. Defendant agreed to pay Plaintiff \$100.00 on the 17th of each month to pay off the \$7,000.00, which was removed from the equity line account, and \$1,000.00 towards Isabella's tutoring costs.



The Court canvassed both parties with regard to the agreement placed on the record. Both parties concurred this agreement resolved all issues.

COURT ORDERED, the following:

1. Stipulation AFFIRMED and ADOPTED.
2. If Defendant falls more than thirty (30) days delinquent with his \$100.00 per month payments, the entire amount shall become immediately due and payable, REDUCED TO JUDGMENT, and collectible by any legal means.
3. Defendant shall provide Plaintiff with a copy of the paperwork received with regard to the Coverdale account, to establish how much he received for Isabella's tutoring.
4. Plaintiff shall prepare the Order. Defendant shall sign off as to form and content.

CASE CLOSED with Order.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider  
Courtroom 04  
Hughes, Rena G  
Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint****COURT MINUTES****September 24, 2014**

D-08-388334-D

Kerstan D Micone, Plaintiff

vs.

Michael A Micone, Defendant.

**September 24,  
2014****2:00 PM****Minute Order****HEARD BY:** Elliott, Steven P.**COURTROOM:** Courtroom 04**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Isabella Micone, Subject Minor, not present

Kerstan Micone, Plaintiff, Counter Defendant, John Jones, Attorney, not present  
not present

Michael Micone, Defendant, Counter Pro Se

Claimant, not present

Michael Micone, Subject Minor, not present

<b>JOURNAL ENTRIES</b>
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- Per the Law Clerk

NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. EDCR 5.70 requires the parties to any contested child custody, access or visitation dispute to attend mandatory mediation through the Family Mediation Center (FMC). Pursuant to EDCR 2.23(c) and 5.11(e), this Court can consider a motion and issue a decision on the papers at anytime without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed.

This Court has read and considered the current underlying pleadings in this matter. The parties are ordered to attend Mediation at FMC. The Motion hearing on October 23, 2014 shall be continued to be heard with the FMC Return hearing on November 13, 2014 at 10:00 a.m.

Clerk's note, a copy of today's minute order, and FMC referral, were mailed to the Parties, at the

PRINT DATE:	05/04/2015	Page 25 of 31	Minutes Date:	December 11, 2008
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D-08-388334-D

addresses, on file.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: October 23, 2014 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider

Courtroom 04

Hughes, Rena G

Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

**November 13, 2014**

D-08-388334-D      Kerstan D Micone, Plaintiff  
vs.  
Michael A Micone, Defendant.

**November 13, 2014      10:00 AM      Opposition &  
Counter motion**

**HEARD BY:**    Kosach, Steven

**COURTROOM:**    Courtroom 04

**COURT CLERK:**    Tiffany Skaggs

**PARTIES:**

Isabella Micone, Subject Minor, not present  
Kerstan Micone, Plaintiff, Counter Defendant,    John Jones, Attorney, not present  
not present  
Michael Micone, Defendant, Counter    Pro Se  
Claimant, not present  
Michael Micone, Subject Minor, not present

<b>JOURNAL ENTRIES</b>
------------------------

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Counter motion*

June 04, 2015 9:00 AM Motion to Reconsider  
Courtroom 04  
Hughes, Rena G  
Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

November 13, 2014

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D-08-388334-D	Kerstan D Micone, Plaintiff vs. Michael A Micone, Defendant.
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November 13, 2014	10:00 AM	All Pending Motions
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**HEARD BY:** Kosach, Steven

**COURTROOM:** Courtroom 04

**COURT CLERK:** Tiffany Skaggs

**PARTIES:**

Isabella Micone, Subject Minor, not present	
Kerstan Micone, Plaintiff, Counter Defendant,	John Jones, Attorney, not present
not present	
Michael Micone, Defendant, Counter	Pro Se
Claimant, not present	
Michael Micone, Subject Minor, not present	

<b>JOURNAL ENTRIES</b>
------------------------

- DEFT'S MOTION TO CHANGE CUSTODY; REVIEW AND MODIFY CHILD SUPPORT; TO RESOLVE CHILD SUPPORT ARREARS AND AWARD DEFENDANT A CREDIT FOR CHILD SUPPORT ARREARS OVERPAYMENTS; TO RESOLVE AN ISSUE REGARDING AN OMITTED DEBT AND ORDERING PLAINTIFF TO THE REFINANCE A HOME EQUITY LINE OF CREDIT TO RELIEVE DEFT OF LIABILITY FOR THE DEBT; ATTORNEY S FEES AND COSTS AND RELATED MATTERS...PLTF'S OPPOSITION TO DEFT'S MOTION AND COUNTERMOTION FOR STATUS QUO...FMC

Prior to Court, a Stipulation was submitted requesting matters CONTINUED; therefor, today's matters OFF CALENDAR

**INTERIM CONDITIONS:**

PRINT DATE:	05/04/2015	Page 28 of 31	Minutes Date:	December 11, 2008
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**FUTURE HEARINGS:**

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider

Courtroom 04

Hughes, Rena G

Skaggs, Tiffany

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Divorce - Complaint**

**COURT MINUTES**

**January 15, 2015**

---

D-08-388334-D      Kerstan D Micone, Plaintiff  
vs.  
Michael A Micone, Defendant.

---

**January 15, 2015      10:00 AM      All Pending Motions**

**HEARD BY:** Hughes, Rena G

**COURTROOM:** Courtroom 04

**COURT CLERK:** Tiffany Skaggs

**PARTIES:**

Isabella Micone, Subject Minor, not present  
Kerstan Micone, Plaintiff, Counter Defendant,      Pro Se  
present  
Michael Micone, Defendant, Counter      Pro Se  
Claimant, present  
Michael Micone, Subject Minor, not present

<b>JOURNAL ENTRIES</b>
------------------------

- DEFENDANT S MOTION TO CHANGE CUSTODY; REVIEW AND MODIFY CHILD SUPPORT; TO RESOLVE CHILD SUPPORT ARREARS AND AWARD DEFENDANT A CREDIT FOR CHILD SUPPORT ARREARS OVERPAYMENTS; TO RESOLVE AN ISSUE REGARDING AN OMITTED DEBT AND ORDERING PLAINTIFF TO THE REFINANCE A HOME EQUITY LINE OF CREDIT TO RELIEVE DEFENDANT OF LIABILITY OF THE DEBT; ATTORNEY'S FEES AND COSTS AND RELATED MATTERS...PLTF'S OPPOSITION TO DEFENDANT'S MOTION AND COUNTERMOTION FOR STATUS QUO...FMC

Attorney Jones, Bar #6699, present, with Plaintiff. Attorney Prokopius, Bar #6460, present, with Defendant.

Court noted, FMC reported Parties reached an impasse.

Arguments regarding minors grades, Defendant's timeshare, minor residing with maternal grandparents, since August 2013, custody, child support, alleged domestic violence, financials,

HELOC, schedule of arrears, 529 account, money being taken out of account and alleged transfer of raw property.

COURT stated FINDINGS and ORDERED:

1. Counsel shall FILE a SUPPLEMENTAL BRIEFS, regarding 529 ACCOUNT, minors GRADES and LACK of VISITATION, within the next two (2) weeks.

2. Matters UNDER ADVISEMENT.

**INTERIM CONDITIONS:**

**FUTURE HEARINGS:**

*Canceled: January 15, 2015 10:00 AM Motion*

*Canceled: January 15, 2015 10:00 AM Return Hearing*

*Canceled: January 15, 2015 10:00 AM Opposition & Countermotion*

June 04, 2015 9:00 AM Motion to Reconsider

Courtroom 04

Hughes, Rena G

Skaggs, Tiffany





**EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE**  
**NOTICE OF DEFICIENCY**  
**ON APPEAL TO NEVADA SUPREME COURT**

**JOHN D. JONES, ESQ.**  
**10777 W. TWAIN AVE., SUITE 300**  
**LAS VEGAS, NV 89135**

**DATE: May 4, 2015**  
**CASE: D388334**

**RE CASE: KERSTAN D. MICONE vs. MICHAEL A. MICONE**

**NOTICE OF APPEAL FILED: April 30, 2015**

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

**PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:**

- ☒ \$250 – Supreme Court Filing Fee\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

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**NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:**

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies.*

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**\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.**

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT  
DOCKET ENTRIES; FAMILY COURT COVER SHEET; ORDER FROM HEARING JANUARY 15,  
2015; NOTICE OF ENTRY OF ORDER FROM JANUARY 15, 2015 HEARING; DISTRICT COURT  
MINUTES; NOTICE OF DEFICIENCY

KERSTAN D. MICONE,

Plaintiff(s),

vs.

MICHAEL A. MICONE,

Defendant(s),

Case No: D388334

Dept No: J

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 4 day of May 2015.

Steven D. Grierson, Clerk of the Court

*Mary Kielty*

Mary Kielty, Deputy Clerk