

Genetics

Mrs. Micone is not aware of anyone in her family tree being diagnosed with AD/HD or dyslexia.

Mr. Micone was diagnosed as having dyslexia by his 5th grade teacher, who was getting her master's degree in dyslexia and who tutored him at recess and after school. Up to that point he did not read well and still has difficulty spelling and with right and left discrimination. He has a brother who, although never having been formally diagnosed, also has characteristics of dyslexia.

AD/HD is an inherited condition, and it is closely associated with dyslexia. AD/HD is also associated with alcoholism, drug abuse, depression, bi-polar, obsessive-compulsive disorder and other anxiety disorders, and/or Tourettes syndrome. The following family history was shared:

Mrs. Micone's mother suffered from clinical depression. Mr. Micone has dealt with anger issues in the past and with anxiety issues since high school. One of his siblings has struggled with alcoholism, and alcoholism exists on both sides of his family tree.

So dyslexia exists in the paternal family tree, and the coexisting conditions of AD/HD seem to be present in both sides of the family tree.

Medical / Developmental History

Isabella, now aged 9 and in third grade, was the Micone's first child. She has a 2-year-old brother, Michael. Her parents have recently separated.

Mrs. Micone had a fairly easy pregnancy and gave birth about two weeks after her due date. She had a long labor with some complications. The cord had wrapped around Isabella's neck, slowing her heart rate, but when Isabella was pushed up in the womb, the tension around her neck released. Isabella was given oxygen at birth. However, her color was normal and she had a fairly high APGAR score of 8 or 9. Isabella weighed 7lb.13oz. Isabella and her mother stayed in the hospital two nights. Isabella had jaundice and a bit of a fever, both of which cleared up after a day. A few days later when she was brought back to have her bilirubin levels checked, she was fine.

Isabella had delayed speech and saw a speech therapist for about three months when she was 3 ½ years old.

Mrs. Micone watched the "Could it be Dyslexia?" video. After watching it, she identified the following warning signs as ones they had observed in Isabella.

- Delayed speech
- Constant confusion of left versus right
- Late establishing a dominant hand- she is left handed but hasn't established a dominant foot in soccer
- Trouble memorizing her address, phone number, or the alphabet
- Dysgraphia
- Extreme difficulty learning cursive- can write in cursive, but it takes time
- Slow, choppy, inaccurate reading:
 - skips or misreads prepositions (at, to, of)
 - can't sound out unknown words
- Terrible spelling- can do well in a weekly test but forgets the words afterward and does not apply to composition
- Often can't remember sight words or homonyms
- Difficulty telling time on a clock with hands
- Trouble with math
 - memorizing multiplication tables
 - memorizing a sequence of steps
- Extremely messy bedroom, backpack, and desk
- Dreads going to school

These are all classic warning signs of dyslexia.

Mr. and Mrs. Micone also shared that, although Isabella is able to maintain control and focus if she needs to, she frequently exhibits the following behaviors:

- Physical Activity
 - Often fidgeting, restless feet, etc.
 - Physically there, mentally gone
- Frequent and significant mood swings
 - Feels emotions intensely
 - Low tolerance for frustration
- Attention Difficulties:
 - Trouble getting started on a task
 - Often feels overwhelmed
 - Trouble staying focused on repetitive tasks
- Highly Distractible
 - Distracted by any change in environment
- Doesn't Listen Well
 - Confused by multi-step oral directions- this is an overwhelming problem if there are too many steps

- Poor Time Management
 - Puts most things off until the last minute, although showing some improvement
- Inconsistent Performance
 - Good days and bad days
 - some days they can do the schoolwork
 - other days they can't
- Disorganized- but showing improvement
 - Messy room, desk, backpack
 - Constantly loses or misplaces things
- Relatives with ADD- fddather and possibly father's brother

These are all classic warning signs of AD/HD. Many children with dyslexia also have AD/HD.

Isabella had a hearing test March 2007 and an eye test March 2007. Her hearing and eyesight are reported to be normal.

Educational History

Isabella attended the UNLV/CSUN Preschool between the ages of 2 and 3 years old, and was evaluated at the age of 33 months because her teacher was concerned about her speech and language. She was tested by an audiologist in January 2001. The hearing screen appeared normal but the speech reception threshold could not be completed and it was recommended that a follow up test take place three months later.

In February 2001 Isabella had a speech-language assessment through the Clark County School District. They found no health/developmental concerns to report. They stated that although her speech was generally intelligible, she made errors noticeable by most listeners. They stated that Isabella did not demonstrate a need for speech/language intervention, but that her articulation and phonology be monitored and re-assessed at a later date if the need arose.

The Clark County School District evaluated Isabella in March 2001 and determined that both her General Cognitive ability and Special Nonverbal Composite were in the 66th percentile. She was determined to not be eligible for Special Education preschool services because everything tested, including receptive and expressive language, fell within normal limits for her age.

Isabella started reading easy sight word books at age 4. She attended Kindergarten at McCarran Child Development Center, a private school in Las Vegas, NV where she did fine.

She was enrolled in Lamping Elementary, a public school in Henderson, NV in first grade, where she still attends. She did well in first grade.

In second grade Isabella started struggling with reading and written expression. Her mother requested a tutor and was referred to a retired teacher who still works with Isabella for an hour once a week after school. The tutor goes through her homework pack with her, helps Isabella redo poorly done assignments, and gives her various assignments.

This year in third grade Isabella, who is in a classroom shared part-time between two teachers, has struggled with reading, penmanship, written expression, and phonemic awareness. She has difficulty with math word problems and has had a hard time learning her multiplication facts. She sees the reading specialist, who evaluated her with average results. Her parents were hoping her teachers would address her problems. When they didn't, they brought their concerns to the principal, who had her tested for Special Education. She does not qualify.

Isabella has nightly homework. She has to read a story and summarize it in her own words. She might have homework in spelling and grammar. She does not fight doing it, but has to be directed to begin. This often becomes a tense time. She can do well if the homework is something she has done before, but if it is something new, she gets frustrated and loses focus. Her teachers say this homework should not take more than an hour. Some nights it takes hours to complete her assignments.

This is the first year Isabella's struggles have affected her self-esteem. Her self-confidence has dropped. She told her mother, *"I don't like to read aloud because I sound like a duck."* When the students are called upon to read aloud in her classroom, she thinks her teacher skips her because she is not a good enough reader. She said the other students call her stupid because she does not learn fast or read well.

Isabella has always been gregarious, but finds it harder to make friends since she started a new track in school this year. The other children already had friends. Yet, she retains her great sense of humor and can be very witty. When she gets in trouble in class it's for talking and joking around. She has good friends outside of school and bonds well with them on a one-on-one basis.

Isabella is a nurturing and an imaginative girl who can spend hours doing imaginative play. She is creative and decorates her whole room. She made all of the Valentine cards for her class herself. She also likes outdoor recreation and riding on her scooter. Her parents want to see her succeed in school and retain her confidence.

These types of early and continuous academic struggles in spelling, writing, reading, penmanship, and memorization of math facts are typical of children with dyslexia.

Samples of School Work -- Attachment 1

Mrs. Isabella sent samples of Isabella's school work. Isabella wrote the following on her own using blue marker, but went over a few words with black marker:

(All words in the top line, originally written in blue marker, were traced over with black marker except for the *s* in *horses*)

*horses, bulls, cows, and
wild horses!*

*All those (and crossed out) are supote to be (be written in black ink above crossed out fond)
found. (in crossed out) And (merrderd crossed out in black ink) we
need those animals (thersa crossed out) there spesel. don't put them (im crossed out)
in Raodios they can brek there back tring to get you off. (second f and period added in black
ink) (T crossed out.) Think if someone was (s self-corrected) on your (s crossed out) back
Kicking you how would (period crossed out) you fele you had
buck them off. then the person gets angey then they wep you. that (wa crossed out) whats (s has
line through it) (wa crossed out.) it fells like. there scard of you don't be mene to them. gus t go
step buy (u in buy crossed out.) step to tren them. (and thats crossed out.)*

Translated Isabella's message says:

Horses, Bulls, Cows, and Wild Horses!

All those are supposed to be found. And we need those animals. They're special. Don't put them in rodeos. They can break their back trying to get you off. Think if someone was on your back kicking you. How would you feel? You would buck them off. Then the person gets angry, then they whip you. That's what it feels like. They're scared of you. Don't be mean to them. Just go step by step to train them.

Although Isabella had a sophisticated message, her poor spelling and lack of punctuation and capitalization make it difficult to understand her message. In addition, her dysgraphia is shown in her inability to write many of her words on the baseline and the uneven spacing between words. Isabella self-corrected many of her errors, including three on the first page, with a black marker. However, there were many errors that she did not find.

At this point, there was enough evidence of dyslexia from the interview with Mr. and Mrs. Micone, and from samples of Isabella's school work, to justify testing Isabella for dyslexia.

Testing Environment and Attitude

The screening took place at the Bennett residence in Reno, NV, on April 14, 2007, at 10:00a.m. We worked at a table in a quiet, distraction-free room. Isabella was friendly, attentive and cooperative, focused and worked diligently. These results represent her best efforts.

Initial Conversation

When Jan asked Isabella why she was there, she replied, *"Because ... we're checking if I have dyslexia."* When asked why reading is so hard she answered, *"When I read my chapter books my eyes move by themselves to the next line, then I read that line and the kids are wondering, 'Where is she?'"*

Isabella said she really loves to go outside and wander around to see what's new. She also likes to ride her motor scooter, walk her dog, and go to her friend's house. When asked what she's really good at she said she made a project at school, a model of a car with a stepstool so little kids wouldn't get hurt.

When asked what she's not so good at she said starting this school year she's not so good at making friends, that she has no friends now at school. The kids are mean, they think she's weak, that she doesn't have anything in her mind, and that she's bad in school. They make fun of her. She has two friends outside of school that are good friends.

Isabella likes to help her teachers around the classroom. She likes having math, working on the clock, etc. The hardest things are clock and patterns, counting by 2's, and math problems. When pressed she said Reading is a little bit hard. She goes out of the classroom to read some days. Spelling is hard, as well as writing, where she has difficulty keeping up with the class.

RECOMMENDATIONS:

1. Isabella needs immediate tutoring by someone who is experienced in the Lindamood Bell LiPS program. This tutoring should be one-on-one, at least twice a week, for about an hour per session.

Isabella needs to stay in the LiPS program until she can accurately "track 3 sounds." It may take from 3 to 6 months of twice-a-week tutoring to reach that point.

At that point, she will be ready for an Orton-Gillingham-based system.

Research by the National Institutes of Health substantiates that "best practices" for an individual with dyslexia is to be instructed in reading and spelling in a way that is direct, explicit, and simultaneously multi-sensory. The instruction must start with phonemic awareness instruction, followed by a systematic approach to phonics, both analytic and synthetic. It must also teach reading and spelling as related subjects with intense practice and constant weaving of the concepts taught.

Orton-Gillingham-based systems are excellent at meeting these requirements. The Barton Reading & Spelling System is one of the best. For more information go to: www.BartonReading.com or call 408-559-3652 and ask for their FREE Demo video.

Or, to receive a list of Certified Barton tutors in your area that you can hire, call 408-559-3652 or send an email to info@BartonReading.com.

2. Isabella needs to be taught computer keyboarding by touch. Type To Learn by Sunburst Software is a good typing program for people with dyslexia. It works on both a Mac and a PC. You can purchase it by going to www.Sunburst.com.

Daily touch typing sessions lasting 15 minutes should be supervised by a parent or a tutor.

Although it is not an easy task for dyslexic students, it is a skill that will benefit them throughout their lives. This is not a task that the student should do unsupervised. A parent must monitor the practice and provide a paper shield if necessary to prevent the student from looking at the keys. The parent should also confirm that the student's fingers stay on the home keys.

3. The severity of Isabella's dyslexia and dysgraphia creates an impairment that substantially limits several major life activities, including reading, writing, learning, and listening.

To meet Isabella's educational needs as adequately as a child without these disabilities, Isabella will need the following classroom accommodations, which can be provided through a 504 Plan.

Books on audiotape should be provided for all reading assignments.

Allow all written assignments and homework to be dictated or typed.

Avoid pen and paper tasks whenever possible.

When this type of task is necessary, grade it on content only.

Do not count off for spelling errors, grammar, or penmanship.

When Isabella is required to copy from the board, an overhead projector, or from the book, she should be given extra time.

If the task is difficult for her a peer notetaker should be provided, or the teacher should provide a copy of her own notes.

Isabella must be given all tests orally.

She should be allowed to dictate her answers.

Spelling tests should not be graded.

Children with dyslexia cannot master spelling when taught the traditional way.

A tutor will be teaching this child to spell using a very different method.

Until the child's spelling reaches grade level, to avoid embarrassing this student, allow the child to take the spelling test with everyone else, but don't grade it.

Never embarrass this student by showing her weaknesses to her classmates.

No spelling bees, no reading aloud in class, no exchanging papers, etc.

Isabella should be given reduced homework assignments in all of her subjects.

The amount of homework required should be based on the time it would take students without this disability to complete the assignment. The number of problems or length of an assignment should be reduced, with feedback from her parents, until Isabella is spending no more than $1 \frac{1}{2}$ the amount of time on homework as a student without dyslexia would spend.

Due to Isabella's difficulty with memory and recall, she should be given extra time on tests, especially in math class.

Dyslexic students have an especially difficult time memorizing rote facts such as addition and subtraction facts and the multiplication tables. There is no strong remediation program for this problem at this time. Because of this, Isabella should be allowed to use a calculator for her math assignments and math tests.

Dyslexic students can excel in understanding math concepts, especially those involving spatial relationships. Therefore, Isabella's math instruction should focus on understanding math concepts and *not* on math calculation.

This child should never be required to use a traditional printed dictionary. Spelling errors should either be ignored, or she should be provided with an electronic spell checker, such as Franklin's Spelling Ace.

Given Isabella's weakness in sequencing and memorization, she should not be required to alphabetize anything -- unless she is provided with an alphabet strip.

Dyslexia is a language processing disorder. A student who is dyslexic in her native language will be dyslexic in a foreign language as well. For a student who is struggling so much with English, learning a foreign language is next to impossible.

While a student may pick up the verbal "street language," she will have extreme difficulty reading and writing a foreign language. Reading and writing instruction in a foreign language will compound the problems she is having mastering her native language.

Therefore, Isabella needs to be taught reading and spelling in one language only.

That means Isabella should be excused from the normal foreign language requirement.

One possible alternative is that many colleges will recognize the learning of American Sign Language as a fulfillment of their foreign language requirement. Since this is a visually based language, many dyslexic students can master this language.

These same accommodations must be provided on *all* standardized tests.

4. Isabella is at high risk for ADD/ADHD.

Some of the behaviors/difficulties mentioned by Isabella's parents are typical of ADD. A copy of the Warning Signs of ADD list (Attachment 14) is included.

There are many conditions in Isabella's family tree that have some association with ADD.

ADD/ADHD is a co-existing condition in 40% of dyslexic students. Best practices are to test all students who have been professionally diagnosed with dyslexia for ADD/ADHD as well,

Untreated ADD will slow the progress of tutoring and significantly interfere with her ability to focus and learn in school.

So Isabella should be screened for ADD/ADHD by an expert in that field. A list of local experts is attached to this report.

5. Both Mr. and Mrs. Micone must increase their knowledge of Dyslexia, ADD, Dysgraphia, Classroom Accommodations, and their legal rights.

An easy way to do that is to attend some of the seminars offered by Bright Solutions for Dyslexia. To receive their seminar schedule and flyer, call them at 408-559-3652.

Also visit their website: www.BrightSolutions.US.

After reading through that site, click on their *To Learn More* button, scroll down a bit, and click on *Books or Websites*.

Isabella is a hard-working, sweet, dyslexic child with severe dysgraphia. It will take 18 to 36 months of intense one-on-one tutoring, and proper treatment of her ADD (if it exists), before Isabella will be able to read and spell at grade level.

Therefore, Isabella should start tutoring as soon as possible.

Jan Bennett
Dyslexia Testing Specialist

EXHIBIT 6

DE BECKER INVESTIGATIONS, INC.

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Lic. # 1155
www.debeckerinvestigations.com

December 4, 2009

CONFIDENTIAL INVESTIGATIVE REPORT

To: Mrs. Kerstan Hubbs
1242 Sonatina Drive
Henderson, NV 89052

Re: Surveillance Investigation

Case Name: Micone v. Micone

Our File No: 09-1012

Subject: Michael Anthony Micone

SERVICE REQUEST

De Becker Investigations received client's request to conduct a surveillance investigation on the above-named subject. In accordance with your request, we now submit the following report.

INVESTIGATIVE SUMMARY

On Saturday, November 07, 2009, surveillance was conducted from 6:30 a.m. until 4:00 p.m., beginning at the subject's residence, located at 1353 Romanesca Drive, Henderson, NV 89052. Upon arrival of the aforementioned location, a white Ford Expedition, bearing Nevada license plate number 05987, and a green Nissan Maxima, bearing Colorado license plate number 533SXC, were observed on the driveway of the subject's residence. At 7:46 a.m., the subject and the subject's son, Michael Joseph, exited the residence. The subject opened the front passenger side door of the aforementioned Nissan Maxima and reentered the residence. At this time, Michael Joseph entered the vehicle's front passenger side and closed the door. (Video obtained)

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Mrs. Kerstan Hubbs
Subject: Michael Anthony Micone
Page 2 of 3

At 7:50 a.m., the subject exited the residence and entered the aforementioned vehicle's driver's side and departed the area with his son. At this time, the subject was not wearing a seatbelt, was not observed securing Michael Joseph with a seatbelt, and no child safety seat or booster seat was observed in the aforementioned vehicle. (Video obtained)

At 8:11 a.m., the subject and his son arrived at Vivaldi Park, located at 1249 Seven Hills Drive, Henderson, NV 89052. Upon arrival, our investigator observed that Michael Joseph was not wearing a seatbelt prior to exiting the vehicle. The subject and Michael Joseph proceeded to the park on foot. (Video obtained)

At 9:00 a.m., the subject and Michael Joseph returned to the aforementioned vehicle. At this time, the subject opened the vehicle's front passenger side door and Michael Joseph entered onto the vehicle's front passenger seat. At 9:01 a.m., the subject entered the vehicle's driver's side. At this time, the subject did not secure himself with a seatbelt, and he was not observed securing Michael Joseph with a seatbelt as they departed the area. At 9:15 a.m., the subject and Michael Joseph arrived at the subject's residence. Upon arrival, our investigator observed that Michael Joseph was not wearing a seatbelt prior to exiting the vehicle. (Video obtained)

At 10:34 a.m., the subject, a female adult, the subject's son, Michael Joseph, and two (2) unidentified male children exited the residence and entered the aforementioned white Ford Expedition. The three children were observed entering the backseat of the vehicle. The subject entered the driver's side of the vehicle and at 10:38 a.m., they departed the area. At 10:58 a.m., they arrived at Silverado Ranch Park, located at 9855 Gillespie Street, Las Vegas NV 89183. At this time, they exited the vehicle and proceeded to the park's baseball field. At 11:10 a.m., our investigator approached the aforementioned vehicle and through its windows observed that it was not equipped with child safety or booster seats. (Video obtained)

At 12:18 p.m., the subject, female adult, three young males, and a young female entered the aforementioned vehicle. At this time, Michael Joseph was instructed by the female adult to sit in the vehicle's front seat with her and the subject. At this time, our investigator could not determine whether Michael Joseph was secured with a seatbelt as they departed the area. (Video obtained)

At 12:45 p.m., the subject parked the vehicle in the Albertson's Grocery Store parking lot, located at 9725 South Maryland Parkway, Las Vegas, NV 89183. The vehicle's aforementioned occupants exited and entered the store. At 12:50 p.m., they returned to the vehicle carrying shopping bags. At this time, Michael Joseph entered the vehicle's front seat. The subject entered the driver's side and they departed the area. At this time, our investigator could not determine whether Michael Joseph was secured with a seatbelt. (Video obtained)

At approximately 1:00 p.m., they arrived at Silverado Ranch Park, exited the vehicle and proceeded to the park's baseball field.

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AA 000123

Mrs. Kerstan Hubbs
Subject: Michael Anthony Micone
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At 3:58 p.m., they returned to the vehicle. The aforementioned children entered the back seat of the vehicle, including Michael Joseph. At 4:00 p.m., they departed the area. At this time, our investigator could not determine whether Michael Joseph was secured with a seatbelt. At 4:15 p.m., our surveillance was discontinued. (Video obtained)

End of Report

Thank you for the opportunity to be of service in this matter. This investigation will be held in abeyance pending your review and or further instructions.

As always, De Becker Investigations is available for any questions or concerns you might have regarding this investigation.

Respectfully,



Hal de Becker III
President, De Becker Investigations, Inc.
HDB/kr

Enclosures:

1. One DVD containing surveillance the results of our surveillance investigation
2. Statement

cc: John Jones, Esq.

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AA 000124

EXHIBIT 7

Historical Grades (Unofficial Copy)**Student: Isabella Caroline Micone****Academic Year: 2013-2014****School: Bishop Manogue Catholic High Sc****Grade: 10**

Course Name	Faculty	S1	S2	Credits Earned
Academic Seminar	Tony Ghilieri		A	0.5
Academic Seminar	Tony Ghilieri	A		0.5
Algebra I	Mandy Holback	B		0.5
Algebra I	Mandy Holback		C	0.5
Drama I	Janet Beth Lazarus	B		0.5
Drama II	Janet Beth Lazarus		B	0.5
Earth Sci/Intro to Physics	Marcelino Ugalde	C		0.5
Earth Sci/Intro to Physics	Marcelino Ugalde		B	0.5
English 10	Montana Hill	C		0.5
English 10	Montana Hill		B	0.5
Math Foundations	Mandy Holback	A		0.5
Math Foundations	Mandy Holback		C	0.5
Soccer		CR		0.5
World History	Don Johnson	B		0.5
World History	Don Johnson		A	0.5
World Religions-Religion 10	Cynthia Cunningham	B		0.5
World Religions-Religion 10	Cynthia Cunningham		A	0.5

Total Credits Earned: 8.50



Bishop Manogue Catholic High School

Educating through Faith, Leadership, Knowledge, and Compassion

Marking Period Grades and Comments

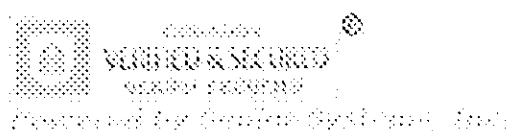
Ms. Kerstin Hubbs

Student: **Isabella Caroline Micone** Student Account: **Bishop Manogue Catholic High School**

Course Name	Faculty	1st Progress	Qtr Grade - S1
		S1-P1	QTR1
Academic Seminar	Doug Whitener	A	A
Academic Seminar	Doug Whitener		
Chemistry	Marcelino Ugalde	D	D
Chemistry	Marcelino Ugalde		
English 11	Paul Richter	C	C
English 11	Paul Richter		
Geometry	Tren Nolan	C	D
Geometry	Tren Nolan		
Religion 11	Janine Kearney	B	A
Religion 11	Janine Kearney		
Spanish I	Will Monsey	D	C
Spanish I	Will Monsey		
United States History	Robin Peri	C	B
United States History	Robin Peri		

Print Grades Only


Print Grades and Comments Marking Period: **Qtr Grade - S1** ▼



For assistance with using this website, please email us at mlsupport@bishopmanogue.org or call us at 773-533-6666.

EXHIBIT 8

[Open](#) [Reply](#) [Delete](#) [Archive](#) [Junk](#) [Sweep](#) [Move to](#) [Categories](#)

[Kerstan Hubbs](#) 

manogue

Folders

Inbox 9137

Junk 3

Suggested Contacts

Drafts 2

Sent

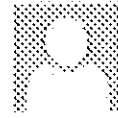
Deleted

Deadbeat

Search Results

New folder

RE: Isabella Transfer Info



Kerstan Hubbs 702/501-3142 [View contact info](#)
 To: Thomas.peregrin@bishopmanogue.org
 Cc: mikemicone@gmail.com

Toin,

Good afternoon. Mike forwarded your correspondence below. I plan on relocating to Reno-Tahoe when I find a job. Bella is living temporarily with her grandparents. She is attending BMCHS because it has the integrated learning center, developed to help 504 Plan students like Bella. She was failing academically at Cornado HS. We were advised by the Director of Admissions at BMCHS that it was best to have her enroll earlier than later this year so her coursework would stay congruent, so we have this temporary living arrangement in place. Her grandparent's address in Reno is 815 Arlington Court, Reno, NV 89509.

Please let me know if there are any issues.

Sincerely,
 Kerstan Hubbs
 702-501-3142

Date: Mon, 23 Sep 2013 11:47:09 -0700
 Subject: Fwd: Isabella Transfer Info
 From: mikemicone@gmail.com
 To: khubbs@live.com

Kerstan,

Did you want to respond to the below question? I can respond if you feel comfortable.

Mike Micone
 Mike,

Hope all is well. We received some information back from the NIAA regarding isabella's transfer. On here transfer sheet it shows that the home in Las Vegas is still owned. Since that is the case they need an explanation of why the property is still owned and/or why she is attending BMCHS and not Cornado HS. An email response with the information to me will be fine and I will submit that to them. Please let me know if you have any questions.

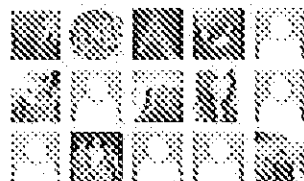
Regards,



Thomas Peregrin
 Athletic Director
 Bishop Manogue Catholic High School
 10000 S. Durango Dr.
 Las Vegas, NV 89135
 Phone: 702.225.0000
 Fax: 702.225.0000

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 Las Vegas, NV 89135
 Phone: 702.225.0000
 Fax: 702.225.0000

Messaging



View all

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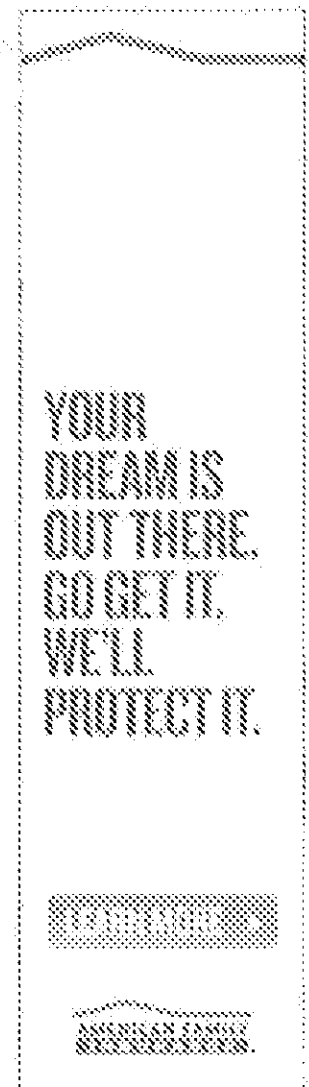


EXHIBIT 9

Example of monthly payment to Bella – September 2014

09/05/14 TRANSFER TO MICONE ISABELLA REF #PPEG8QZ5Y9 1 OF 2
PAYMENTS AUGUST \$300.00

09/24/14 TRANSFER TO MICONE ISABELLA REF #PPETV4DWN7 2 OF 2
SEPTEMBER SUPPORT \$300.00

EXHIBIT 10

MICHAEL MICONE
1242 SONATINA DRIVE
HENDERSON, NV 89052

See also Page 17 Paragraphs 3-9.

1099-Misc Instructions for Recipient

Ex. 5. An agent in Paris has orders to deliver to his correspondent 1000 francs of gold.

Days 16-18. Shows state of oral cavity (as withered from the previous).

MICHAEL MICONE
1242 SONATINA DRIVE
HENDERSON, NV 89052

☐ CORRECTED BY CHECKER

1099-Misc Instructions for Recipient

box 5. An amount in this box equals the difference between the total cost of the goods sold and the

43

The right choice for the long term™



American Friends

Quarterly Statement
March 31, 2009

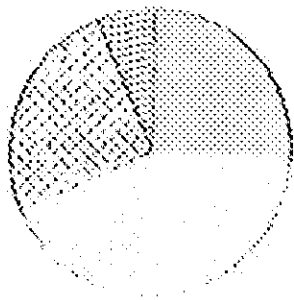
Page 2 of 4

See page 17 of Decree paragraphs 10-15

Quarterly summary

	Value on 12/31/09	Additions	Reinvested dividends and capital gains	Withdrawals	Change in account value	Value on 05/31/09	Ending share balance
Totals	\$77,482.72	\$0.00	\$593.33	\$0.00	\$1,759.98	\$79,635.15	1,000.00

Your investment portfolio



603	Growth	24.80%
	AMCAP Fund-529A	
	New Perspective Fund-529A	
623	Equity-income	25.41%
	Capital Income Builder-529A	
	The Income Fund of America-529A	

0002	Growth-and-income	43.12%
	American Mutual Fund-529A	
	Capital World Growth and Income-529A	
	Washington Mutual Investors Fund-529A	
0003	Balanced	6.67%
	American Balanced Fund-529A	

1998
 1999
 2000
 2001
 2002

Year-to-date dividends and capital gains

	Account #	Fund #	Dividends	Short-term capital gains	Long term capital gains
YCSP/COLLEGEAMERICA					
MICHAEL A MICONE OWNER					
MR ISABELLA C MICONE					
American Mutual Fund-529A	66509670	1003	\$90.33	\$0.00	\$0.00
Capital World Growth and Income-529A	69509670	1033	\$85.92	\$0.00	\$0.00
Washington Mutual Investors Fund-529A	68509570	1001	\$58.75	\$0.00	\$0.00
Capital Income Builder-529A	68509670	1012	\$148.85	\$0.00	\$0.00
The Income Fund of America-529A	68509670	1006	\$79.15	\$0.00	\$0.00
American Balanced Fund-529A	60509670	1011	\$40.33	\$0.00	\$0.00
Totals			\$503.33	\$0.00	\$0.00

Year-to-date history

YCBP/COLLEGEAMERICA

MICHAEL A. MICONE (OWNER)

FED ISABELLA C MICONE

Rel. con. biology.

AMCIP Fund - Class 250A

Account # 88509070

Fund # 1002

Symbol CAFX

Successor owner: Kerstan D. Micone

Dividends and capital gains must be reinvested

Per-share average cost: Not available (please see back of statement)

Trade date	Description	Dollar amount	Share price	Shares transacted	Share balance
01/01/09	Beginning balance	\$5,387.09	\$12.04		447.433
	No activity this period				
03/31/09	Ending balance	\$5,114.16	\$11.43		447.433

Rollovers. If you invest in CollegeAmerica with funds rolled over from another 529 plan, a qualified U.S. savings bond or a Coverdell education savings account, you'll need to give us appropriate documentation from the transferring institution showing the earnings portion of the rollover. We must treat the entire rollover as earnings if this is not provided.



From: Kerstan Hibbs [mailto:KerstanHibbs@aol.com]
 Sent: Tuesday, May 08, 2012 9:37 AM
 To: kathy@coverdell.com
 Subject: RE: 529 and Coverdell

Kathy,

Can the Coverdell be used for tutoring after school at a legitimate facility. I have signed Bella up for the Tutoring Club. She goes M-TH from 4PM to 6PM. She needs homework assistance and math remediation prior to starting high school. I purchased a certain amount of hours, it totals almost \$5K.

Thanks,

Kerstan


From: kathy@coverdell.com
 To: kathy@coverdell.com
 Subject: 529 and Coverdell
 Date: Tue, 8 May 2012 07:51:31 -0700

529 was completely reformed 01/25/11

Notice when Mike took funds in 529 Plan.

EXHIBIT 11

[New](#) [Reply](#) [Delete](#) [Archive](#) [Junk](#) [Sleep](#) [Move to](#) [Categories](#)

[Kerstan-Hubbbs](#) 

manogue

Folders

Inbox 9935

Junk 3

Suggested Contacts

Drafts 2

Sent

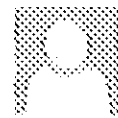
Deleted

Deadbeat

Search Results

New folder

(No Subject)



Carol Burr 1/2/2014
To: Kerstan-Hubbbs

Kerstan I need your advice. I am at a loss anymore because I get no support from Mike. I just need to give you some background first.

This am Chuck saw Mikes car parked outside so we figured he was taking Bella to school. She did not tell us until I asked her at breakfast. Chuck emailed Mike this afternoon to see if he was picking her up after practice he said he would. We did not hear from either one of them until Bella arrived home at 7:45 and started packing. (She has a game in the am and has to be at school at 7:15). I asked what she was doing and she said she was staying with her dad. She wanted to know where her green game socks were and wanted to know what I did with her clothes after she washed. I told her she took them from the dryer herself and I told her again that I would not touch her room or clothes unless she asked me and then I would gladly help.

She left the house tonight without saying a word to either one of us. I just now thought and went into her bathroom and her game socks are in the basket there. It is going to be cold in the early morning and she did not take her game warm ups either.

I need help, do I bring her socks and warmups to Manogue in early am or not?
It upsets me that she would just walk out the door like we are to blame for all this drama or acting like she is upset with us and not say a word. No matter what common respect is in order.

Several weeks ago she told us she was going to live with her dad and she could be downstairs. I asked her how that was possible since her dad is not there all the time. She said she is 16 and will be driving and she has to take responsibility and learn to do things on her own instead of having it done for her. Does she even take into consideration there is no washer/dryer there.

I agree that I do a lot for her but My heart goes out to her and know how difficult the transition has been and the struggle with school and making friends. I just want to help take that extra pressure of having to handle much more. I told her it is a different story when she is 18 and out of high school and wants to live on her own. Her answer to me is "I am 16" and I can take care of myself. That is when her and Will were an item and I could see the handwriting on the wall. Of course Sierra was here and agreeing with her.

All of this is probably too much info but I needed to say it.

I just want to know what I do with her socks and warmups. if we should bring them to her. I am sure she would not be able to play without the socks or if she wore her yellow ones. if the coach would let her (what they wear at away games). That would be embarrassing for her.

I told her I would not go into her room and I did. I went into the bath because that is the only other place I thought the socks could be since she had a game Thursday She did ask me again where her game pants are.

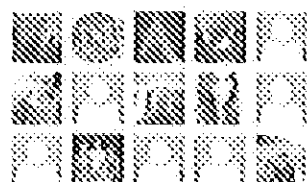
Her attitude is disrespectful but in light of what she is dealing with right now I can understand and forgive that. I have difficulty with Mike not being respectful or considerate to us. And she is learning that attitude from him.

I am also concerned for the rest of the weekend because she has to pack for Quest and bring snacks and whatever else because I have not seen a list that she was supposed to get if she did in fact meet with Mr. Cobb today she leaves on Sunday. She did not attend the quest meeting on Wednesday and we told her to be sure and see Mr. Cobb Friday to get all her info since she is supposed to be a leader. I am assuming she is still going. I hope, and this would be great timing. Because it would get her back on track and give her healing time through the process of Quest.

Because of Quest she is missing the required Scrunity at the Sunday 5pm mass with her Confirmation class. I had a meeting with Laurie Ann and she excused her from that, which I appreciated because she is very firm on requirements.

I am wondering if she has any homework that needs to be done Sat? And here we go again Confirmation class Monday night(which she can't miss another class and this one is for her reconciliation) I have to go over that process with her since she was sick for that last class. Her service hours have to be turned in that night as well and her back homework for the night she was sick. I have asked her several times to take a bit of time with me and for her to organize her service hours herself and turn them in. That did not happen this past week. She did get her back homework done. You know if I hadn't pushed this at every turn she would not have her hours or class attendance and that means no Confirmation and they are firm on that. After all the years you continued her classes I feel a huge responsibility to get this last year

Messaging



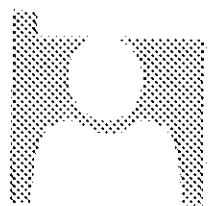
View all

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YOUR
DREAM IS
OUT THERE.
GO GET IT.
WE'LL
PROTECT IT.



Re: Class: Chemistry (S1), Section: 320-04%E2%80%8F



Mike Micone 9/19/14

To: Carol Burr

Cc: Marcelino Ugalde, Kerstan Hulbs, Lauren Mc...

Chuck.

Last night Bella and I studied for 2 hours and it was the first that she studied all week on chemistry. This so something that Bella needs to be studying everyday. You can't expect her to learn over 70 vocab and 5 pages of study guide in one night. The Tutor is on Sunday and is worthless considering she needs to be studying Monday-Thursday.

I suggest that I meet the teacher on Wednesday so I can understand what Bella needs so I can help her better prepare.

So I appreciate the question but if she only studies one night a week we can't expect a different result.

Mike

On Friday, September 19, 2014, Carol Burr <carolburr1963@gmail.com> wrote:

Marcelino - I have a question. We are trying to be more pro-active with Isabella and her studies. Is it possible that in Back Pack future assignments and quizzes etc can be listed so that we, and her tutor, can help Bella better prepare for your classes etc? I feel that right now we are reactive and not doing the job we can do for Bella and for you. We do appreciate your consideration, of course it would be for the entire class and not just for her. I have run this by VP McBride and she is looking into it. Thanks again.

Chuck Burr

ckburr43@gmail.com

EXHIBIT 12



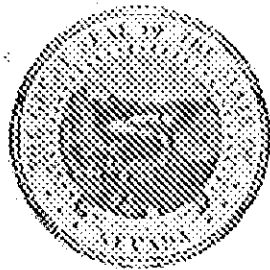
PAYMENT RECORD as of 2014-06-09

Payments Received between 1999-01-01 and 2014-05-09

SUMMARY for HUBBS, KERSTAN DAWN

Case ID	NCP Full Name	Total Monthly Amount Owed	Total Disbursed to Custodian	Total Retained by the State
249753200A	MICONE, MICHAEL ANTHONY	\$1,678.00	\$47,588.72	\$0.00
Sum:		\$1,678.00	\$47,588.72	\$0.00

DISTRICT ATTORNEY
FAMILY SUPPORT DIVISION
1900 E FLAMINGO RD SUITE 100
LAS VEGAS NV 89119
(702) 671-9200



Nevada Child Support Enforcement

PAYMENT RECORD as of 06-09-2014

Payments Received between 01-01-1999 and 06-09-2014

Total Number of Cases Retrieved: 1

Payee:	HUBBS, KERSTAN DAWN	Case ID:	249753200A
NCP Name:	MICONE, MICHAEL ANTHONY	Case Status:	ACTIVE
Docket Number:	D-08-388334-D	Statement prepared by:	ALLEN SC
Cur Order Eff Date:	03-25-2013	Payment Total for	
		Requested Time frame:	\$47,588.72

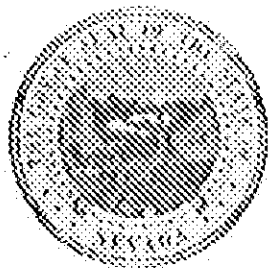
CURRENT MONTH OBLIGATION

Provision Type	Current Support	Arrears	Total Monthly Amount
Child Support	\$1,428.00	\$100.00	\$1,528.00
Medical Cash	\$150.00	\$0.00	\$150.00

PAYMENTS RECEIVED BETWEEN 01-01-1999 AND 06-09-2014

#	Distribution Date	Distribution Amount	Order Eff Date	Applied to Provision	Disbursed To
1	06-09-2014	\$1,590.00	03-25-2013	Child Support	CUSTODIAN
2	06-09-2014	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
3	06-02-2014	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
4	06-02-2014	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
5	03-17-2014	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
6	03-17-2014	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
7	02-24-2014	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
8	02-24-2014	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
9	01-27-2014	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
10	01-27-2014	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
11	12-23-2013	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
12	12-23-2013	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
13	11-18-2013	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
14	11-18-2013	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
15	10-03-2013	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
16	10-03-2013	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
17	09-19-2013	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
18	09-19-2013	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
19	08-16-2013	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
20	08-16-2013	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
21	07-05-2013	\$1,490.00	03-25-2013	Child Support	CUSTODIAN
22	07-05-2013	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
23	06-07-2013	\$1,528.00	03-25-2013	Child Support	CUSTODIAN
24	06-07-2013	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
25	05-07-2013	\$1,528.00	03-25-2013	Child Support	CUSTODIAN
26	05-07-2013	\$150.00	03-25-2013	Medical Cash	CUSTODIAN
27	04-15-2013	\$486.72	04-07-2009	Child Support	CUSTODIAN
28	04-03-2013	\$1,678.00	04-07-2009	Child Support	CUSTODIAN
29	03-25-2013	\$440.00	04-07-2009	Child Support	CUSTODIAN
30	03-18-2013	\$700.00	04-07-2009	Child Support	CUSTODIAN
31	03-06-2013	\$400.00	04-07-2009	Child Support	CUSTODIAN





Nevada Child Support Enforcement

PAYMENT RECORD as of 06-09-2014

Payments Received between 01-01-1999 and 06-09-2014

Total Number of Cases Retrieved: 1

Payee:	HUBBS, KERSTAN DAWN	Case ID:	249753200A
NCP Name:	MICONE, MICHAEL ANTHONY	Case Status:	ACTIVE
Docket Number:	D-08-386334-D	Statement prepared by:	ALLEN SC
Cur Order Eff Date:	03-26-2013	Payment Total for	
		Requested Time frame:	\$47,588.72

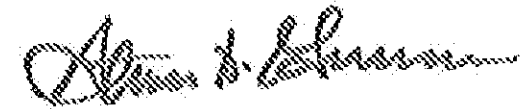
CURRENT MONTH OBLIGATION

Provision Type	Current Support	Arrears	Total Monthly Amount
Child Support	\$1,428.00	\$100.00	\$1,528.00
Medical Cash	\$150.00	\$0.00	\$150.00

PAYMENTS RECEIVED BETWEEN 01-01-1999 AND 06-09-2014

#	Distribution Date	Distribution Amount	Order Eff Date	Applied to Provision	Disbursed To
32	02-26-2013	\$600.00	04-07-2009	Child Support	CUSTODIAN
33	02-21-2013	\$500.00	04-07-2009	Child Support	CUSTODIAN
34	02-07-2013	\$800.00	04-07-2009	Child Support	CUSTODIAN
35	02-01-2013	\$900.00	04-07-2009	Child Support	CUSTODIAN
36	01-22-2013	\$1,000.00	04-07-2009	Child Support	CUSTODIAN
37	01-07-2013	\$800.00	04-07-2009	Child Support	CUSTODIAN
38	12-06-2012	\$1,300.00	04-07-2009	Child Support	CUSTODIAN
39	11-15-2012	\$1,000.00	04-07-2009	Child Support	CUSTODIAN
40	09-27-2012	\$1,936.00	04-07-2009	Child Support	CUSTODIAN
41	08-08-2012	\$1,936.00	04-07-2009	Child Support	CUSTODIAN
42	07-11-2012	\$1,936.00	04-07-2009	Child Support	CUSTODIAN
43	06-04-2012	\$1,936.00	04-07-2009	Child Support	CUSTODIAN
44	05-15-2012	\$1,936.00	04-07-2009	Child Support	CUSTODIAN
45	04-02-2012	\$1,936.00	04-07-2009	Child Support	CUSTODIAN
46	01-30-2012	\$1,936.00	04-07-2009	Child Support	CUSTODIAN
47	12-27-2011	\$1,936.00	04-07-2009	Child Support	CUSTODIAN
Grand Total:		\$47,588.72			

EXHIBIT 13



CLERK OF THE COURT

1 **ORDER**
2 **KERSTAN HUBBS**
3 1242 Sonatina Drive
4 Henderson, Nevada 89052
5 Phone (702) 501-3442
6 Facsimile: (702) 534-1697

7 *In Proper Person*

8
9 **EIGHTH JUDICIAL DISTRICT COURT**
10 **FAMILY DIVISION -- JUVENILE**
11 **CLARK COUNTY, NEVADA**

12 **KERSTAN MICONE,**
13 **Plaintiff**

Case No.: D-08-388334-D
Dept. No.: J

14 **vs.**

15 **MICHAEL MICONE,**
16 **Defendant.**

17 **ORDER**

18 This matter having come before this Honorable Court on this twenty sixth day of June,
19 2013, Plaintiff, Kerstan Micone, appearing and representing herself and Defendant, Michael
20 Micone, appearing and representing himself; the Court noted Defendant had not filed an
21 Opposition. Defendant responded he had discussed the issues with Plaintiff and they had
22 resolved some of the issues.

23 **THE PARTIES STIPULATED TO THE FOLLOWING:**

- 24 1. Defendant will add Michael (son) as a beneficiary to the life insurance policy, and he
25 will provide Plaintiff with an irrevocable written consent for the Insurance Company
26 to release information to Plaintiff with regard to the account.
27 2. Defendant will execute the documents to transfer the land in California to Plaintiff.
Plaintiff will be responsible for any delinquencies.

RECEIVED
AUG 28 2013
DEPT. J

Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Disposed After Trial Start
Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Judgment Reached by Trial
AA 000146

1 3. Defendant agreed to pay Plaintiff \$100.00 on the 17th of each month to pay off the
2 \$7,000.00, which was removed from the equity line account, and \$1,000.00 towards
3 Isabella's tutoring costs.

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

6 **COURT ORDERED THE FOLLOWING:**


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

14 CASE CLOSED with Order.

15 DATED this 29 day of August, 2013.

16
17 
18 DISTRICT COURT JUDGE
19 KENNETH E. POLLOCK
20
21

22 Submitted By:

23 
24 Kerstan D. Hubbs
25 1242 Sonatina Drive
26 Henderson, Nevada 89052
27 Phone (702) 501-3442
28 In Proper Person

Accepted as to Form and Content:



Michael A. Micone
4308 Elmwood Lane
Reno, NV 89059
Phone: (702) 339-1113
In Proper Person

EXHIBIT 14

I will battle for my daughter and if the judge tells me different then i will go away. You're predictable and you'll bring up all the trash on me but at the end of the day I am her biological father and that goes farther than your

can't have you

442 miles

physically away

from Bella. Oh and

grandparents

don't have a say in

anything. So you

can send me \$500

for the car and

\$375 for half the

iPad. This is what I

would pay if she

was under my

custody but since

you want control

me half and you
can pay the entire
evaluation bc
you're all about
control. How's
Mark? Tell him hi
for me.

Yesterday 2:56 PM

Kerstan. I'm in
town and is like to
see michael.

I can pick him up
today from school

EXHIBIT 15

CO FILE DEPT CLOCK VCHL NO 075
BPB 001180 000064 0000370051 1

Earnings Statement



ADVANCED NETWORK INFORMATION, INC.
530 LAKESIDE DR, STE. 200
SUNNYVALE, CA, 94085
COMPANY PH#: 408-735-1500

Period Beginning: 09/01/2013
Period Ending: 09/15/2013
Pay Date: 09/13/2013

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 5
CA: 5

00000000051

MICHAEL MICONE
4308 ELMWOOD LANE
RENO NV 89509

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Commission			7,803.17	55,572.54
Regular				29,462.78
Gross Pay			\$7,803.17	85,035.32

Other Benefits and Information	this period	total to date
Er Pd H S A		400.00
P T O Balance		73.28

Deductions	Statutory	
Federal Income Tax	-1,652.28	15,474.18
Social Security Tax	-483.80	5,192.72
Medicare Tax	-113.15	1,214.43
CA State Income Tax	-648.20	6,257.03
CA SUI/SDI Tax	-78.04	849.54
Other		
Chkng	-6,107.70	
Dent125		65.52
Ee Hsa		800.00
Med125		404.40
Ntx Reimb		-12,229.42
Vis125		11.84
Adjustment		
Ntx Reimb	+1,280.00	
Net Pay		\$0.00

Your federal taxable wages this period are
\$7,803.17

ADVANCED NETWORK INFORMATION, INC.
530 LAKESIDE DR, STE. 200
SUNNYVALE, CA, 94085
COMPANY PH#: 408-735-1500

Advice number: 00000370051
Pay date: 09/13/2013

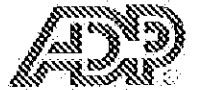
Deposited to the account of
MICHAEL MICONE

account number	transit ABA	amount
xxxxxx5711	xxxx xxxx	\$6,107.70

NON-NEGOTIABLE

CO FILE DEPT. CLOCK VCHR NO. 075
BPB 001200 000064 0000370052 1

Earnings Statement



ADVANCED NETWORK INFORMATION, INC.
530 LAKESIDE DR, STE. 200
SUNNYVALE, CA, 94085
COMPANY PH#: 408-735-1500

Period Beginning: 09/01/2013
Period Ending: 09/15/2013
Pay Date: 09/13/2013

00000000052

MICHAEL MICONE
4308 ELMWOOD LANE
RENO NV 89509

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 5
NV: No State Income Tax

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	2916.67		2,916.67	20,120.61
Commission				16,315.00
Gross Pay			\$2,916.67	36,435.61

Other Benefits and Information	this period	total to date
Er Pd H S A	50.00	450.00

Deductions	Statutory	
Federal Income Tax	-293.46	5,753.77
Social Security Tax	-170.90	2,169.61
Medicare Tax	-39.97	507.41
Other		
Chkng	-2,252.12	
Dent125	-8.19*	73.71
Ee Hsa	-100.00*	900.00
Med125	-50.55*	454.95
Vis125	-1.48*	13.32
Ntx Reimb		-1,504.73
Net Pay	\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$2,756.45

ADVANCED NETWORK INFORMATION, INC.
530 LAKESIDE DR, STE. 200
SUNNYVALE, CA, 94085
COMPANY PH#: 408-735-1500

Advice number: 00000370052
Pay date: 09/13/2013

Deposited to the account of	account number	transit ABA	amount
MICHAEL MICONE	xxxxxx5711	xxxx xxxx	\$2,252.12

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR NO. 075
BPB 001200 000064 0000370053 2

Earnings Statement



ADVANCED NETWORK INFORMATION, INC.
530 LAKESIDE DR, STE. 200
SUNNYVALE, CA, 94085
COMPANY PH#: 408-735-1500

Period Beginning: 09/01/2013
Period Ending: 09/15/2013
Pay Date: 09/13/2013

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 5
NV: No State Income Tax

00000000053

MICHAEL MICONE
4308 ELMWOOD LANE
RENO NV 89509

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Commission			3,370.00	19,685.00
Regular				20,120.61
Gross Pay			\$3,370.00	39,805.61

Other Benefits and Information	this period	total to date
Er Pd H S A		450.00

Deductions	Statutory	
Federal Income Tax	-889.34	6,643.11
Social Security Tax	-208.94	2,378.55
Medicare Tax	-48.86	556.27
Other		
Chkng	-2,222.86	
Dent125		73.71
Ee Hsa		900.00
Med125		454.95
Ntx Reimb		-1,504.73
Vis125		13.32
Net Pay		\$0.00

Your federal taxable wages this period are
\$3,370.00

ADVANCED NETWORK INFORMATION, INC.
530 LAKESIDE DR, STE. 200
SUNNYVALE, CA, 94085
COMPANY PH#: 408-735-1500

Advice number: 00000370053
Pay date: 09/13/2013

Deposited to the account of
MICHAEL MICONE

account number	transit ABA	amount
xxxxxx5711	xxxx xxxx	\$2,222.86

NON-NEGOTIABLE

EXHIBIT 16

PAYMENT HISTORY FOR NONCUSTODIAL PARENT (NCP) (starting with most recent month)

NCP's Name: Michael Anthony Mione

YEAR: 2009

YEAR: 2010

YEAR: 2011

Month	Amount Due	Amount Paid	Month	Amount Due	Amount Paid	Month	Amount Due	Amount Paid
Jan			Jan	1936.00	>	Jan	1936.00	>
Feb			Feb	"	>	Feb	"	>
Mar			Mar	"	>	Mar	"	>
Apr			Apr	"	>	Apr	"	>
May	1936.00	>	May	"	>	May	"	>
June	"	>	June	"	>	June	"	>
July	"	>	July	"	>	July	"	>
Aug	"	>	Aug	"	>	Aug	"	>
Sept	"	>	Sept	"	>	Sept	"	>
Oct	"	>	Oct	"	>	Oct	1936.00	0.00
Nov	"	>	Nov	"	>	Nov	1936.00	0.00
Dec	"	>	Dec	"	>	Dec		
TOTAL	15,488	16,488	TOTAL	23,232	23,232	TOTAL	21,296	17,424

600
\$3,812

Month	Amount Due	Amount Paid	Month	Amount Due	Amount Paid	Month	Amount Due	Amount Paid
Jan			Jan			Jan		
Feb			Feb			Feb		
Mar			Mar			Mar		
Apr			Apr			Apr		
May			May			May		
June			June			June		
July			July			July		
Aug			Aug			Aug		
Sept			Sept			Sept		
Oct			Oct			Oct		
Nov			Nov			Nov		
Dec			Dec			Dec		
TOTAL			TOTAL			TOTAL		

DECLARATION

I declare under penalty of perjury the information I have provided on this application is true and correct to the best of my knowledge and belief and the statements contained herein are made for the purposes stated herein including, but not limited to, obtaining assistance in paternity and order establishment, and the enforcement and distribution of child support. By signing this application, I acknowledge the responsibilities as listed and agree to the services the Child Support Enforcement Program provides.

Kerston Hobbs

State of Ohio (Please print)

Sharon Dumas

Signature of Applicant

10/26/2011

Date

000000 000000 000000

EXHIBIT 17

[illegible]

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

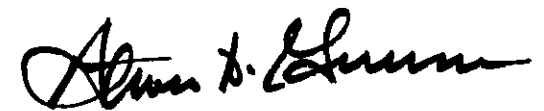
<u>Kerston Micone</u> Plaintiff/Petitioner)	CASE NO. <u>D-08-388334-D</u>
)	
-VS-)	DEPT. <u>J</u>
)	
<u>Michael Micone</u> Defendant/Respondent)	FAMILY COURT MOTION/OPPOSITION FEE INFORMATION SHEET (NRS 19.0312)
)	

Party Filing Motion/Opposition: <input checked="" type="checkbox"/> Plaintiff/Petitioner <input type="checkbox"/> Defendant/Respondent	
MOTION FOR/OPPOSITION TO _____	
<p style="text-align: center;"><u>Notice</u></p> <p>Motions and Oppositions to Motions filed after entry of final Decree or Judgment (pursuant to NRS 125, 125B & 125C) are subject to the Re-open Filing Fee of \$25.00, unless specifically excluded. (See NRS 19.0312)</p>	<p style="text-align: center;"><u>Excluded Motions/Oppositions</u></p> <p><input type="checkbox"/> Motions filed before final Divorce/Custody Decree entered (Divorce/Custody Decree NOT final)</p> <p><input type="checkbox"/> Child Support Modification ONLY</p> <p><input type="checkbox"/> Motion/Opposition For Reconsideration (Within 10 days of Decree) Date of Last Order _____</p> <p><input type="checkbox"/> Request for New Trial (Within 10 days of Decree) Date of Last Order _____</p> <p><input type="checkbox"/> Other Excluded Motion _____ (Must be prepared to defend exclusion to Judge)</p> <p>NOTE: If no boxes are checked, filing fee MUST be paid.</p>
<input checked="" type="checkbox"/> Motion/Opp IS subject to \$25.00 filing fee <input type="checkbox"/> Motion/Opp IS NOT subject to filing fee	

Date: 10/1, 2014

Kerston Hubbs
 Printed Name of Preparer

Kerston Hubbs
 Signature of Preparer



CLERK OF THE COURT

1 SUPP
2 KERSTAN HUBBS
3 1319 Minuet Street
4 Henderson, NV 89052
5 Telephone: (702) 501-3442
6 Email: khubbs@live.com

7 *In Proper Person*

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 KERSTAN MICONE,

11 Plaintiff,

12 v.

13 MICHAEL MICONE,

14 Defendant

Case No. D-08-388334-D

Dept. No. J

DATE OF HEARING: January 15, 2015

Time of Hearing: 10:00 AM

15
16
17
18 SUPPLEMENTAL EXHIBITS IN SUPPORT OF PLAINTIFF'S OPPOSITION TO
19 DEFENDANT'S MOTION AND COUNTERMOTION

20
21 COMES NOW the Plaintiff, KERSTAN HUBBS, in proper person, and hereby files these
22 Supplemental Exhibit(s) in Support of Plaintiff's Opposition to Defendant's Motion and
23 Countermotion:

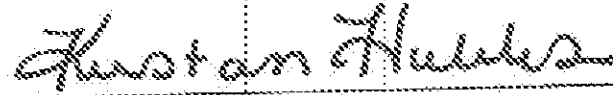
24 Exhibit 1 - Affidavit, Carol Burr, Grandmother, in Support of Plaintiff's Opposition to
25 Defendant's Motion and Countermotion for Order for Status Quo for Child's Living
26 Arrangements While Away at Preparatory School.

27 Exhibit 2 - Three (3) Text Messages sent from Defendant to Plaintiff during pendency of this
28 action.

1 DATED 30th day of November, 2014.

2 Respectfully prepared and submitted by:

3 Plaintiff:

4 

5 KERSTAN HUBBS

6 1319 Minuet Street

7 Henderson, NV 89052

8 *In Proper Person*

9
10
11 CERTIFICATE OF MAILING

12 I HEREBY CERTIFY that I deposited a true and accurate copy of the foregoing
13 SUPPLEMENT EXHIBITS IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANT'S
14 MOTION AND COUNTERMOTION by depositing the same in the United States Postal Service, via
15 first class mail, postage prepaid in Las Vegas, Nevada, on the 30, November 2014 addressed as
16 follows:

17
18 DONN W. PROKOPIUS, ESQ.

19 Nevada State Bar No. 006460

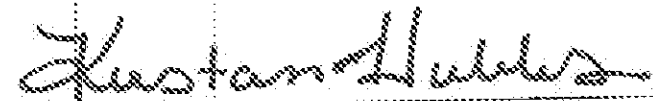
20 JEREMY R. BEASELY, ESQ.

21 Nevada State Bar No. 12176

22 PROKOPIUS & BEASLEY

23 931 South Third Street

24 Las Vegas, NV 89101

25 

26 KERSTAN HUBBS

27 1319 Minuet Street

28 Henderson, NV 89052

Telephone: (702) 501-3442

Email: khubbs@live.com

EXHIBIT 1

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**OPPOSITION TO DEFENDANT'S MOTION AND COUNTERMOTION
FOR AN ORDER FOR STATUS QUO FOR CHILD'S LIVING
ARRANGEMENTS WHILE AWAY AT PREPARATORY SCHOOL**

AFFIDAVIT IN SUPPORT

STATE OF NEVADA)
) ss:
COUNT OF CLARK)

I, CAROL V. BURR, a resident of Washoe County, Nevada, being first duly sworn under oath,
deposes and says as follows:

1. It has been mentioned that my age is a factor as to why Isabella Micone ("Bella") should not be living with me and my husband, Charles ("Chuck") K. Burr. We are Bella's paternal grandparents.
2. Bella's Dad, ("MICHAEL") requested last August of 2013, and Chuck and I agreed, without hesitation, to have Bella come live with us, beginning Sept 2013 until the present.
3. We have driven her to and from school from September 2013 to the end of June 2014, when Bella then received her license. It was Chuck ("Papa") who was with her when she passed her test.
4. I was her Catholic Confirmation Sponsor and worked with her diligently for a year until she completed her course work and attendance to weekly classes, her required service hours, mass attendance and retreat. We had a celebration here in our home after the ceremony for Bella's family and God Parents. Her father was present at the church but did not come to her celebration afterwards.
5. We are up every day early with Bella and we fix her breakfast and lunch so she can be to school by 7 a.m. on most days.
6. Bella's Junior academic schedule and soccer/softball schedule is very busy and she comes home hungry and tired after a very long day. I have dinner prepared as soon as she arrives.
7. I also help with all of Bella's washing and sheets during the week so she does not have that pressure. We feel it is more important for her to spend the time with her studies and to enjoy her high school years with her friends and her school activities/sports etc. at this time in her life. We do want her to have good memories of her high school years.

- 1 8. I have been on top of Bella's monthly visits to the orthodontist, twice a year visits for her
2 dental cleaning and checkup, yearly visit to establish Bella with a gynecologist, general
3 practitioner, and appointments to her podiatrist.
- 4 9. We do not ask for room and board or to be paid for any personal items Bella needs including
5 toiletries, fees for school, tutors 2x's a week, retreats (Quest, Catholic Work Camp) etc. We
6 have a ledger of expenses and are fortunate and willing to be able to help. Bella's mother,
7 ("KERSTAN") sends us \$600 a month and we have an accurate accounting of all the money
8 received and can show that it is and has always been only for Bella's use. Bella has her own
9 accounts and the money is directly deposited into the account. In this day and age it is
10 impossible to raise a teenager on that amount of money.
- 11 10. We live very healthy lives and are very active in our community and our Church. Bella is a part
12 of this family and attends mass with us. Keeping God in front of us is important and we work at
13 teaching that.
- 14 11. We have always been members of gyms around town and work out on a regular schedule now
15 and for many years. We eat healthy and the majority of the time eat at home and always home
16 cooked meals. We do not do fast food. We do not drink or do drugs. We do not travel or leave
17 town as long as Bella is with us.
- 18 12. Both Chuck and I have taken the three year course "Protecting God's Children" which is
19 required in order to be around or work with children at her Catholic school. Chuck is one of
20 five parents who drive girls to and from away games, Soccer 2013, 2014 and Softball 2014. He
21 has attended every game since Bella has been with us and even before Bella came to stay with
22 us.
- 23 13. It is important to monitor a 16 year old and we are always home or available in case she needs
24 anything and with her when she is ill. This is our responsibility and we do not take it lightly.
25 We encourage her friends to come to our home and feel comfortable. When she is away from
26 home, it is important for us to be in contact with parents in order to monitor where she is.
- 27 14. Bella does have a boyfriend and we are in constant communication with his mother and have
28 met them many times and have had him over in our company. We do not allow Bella to have
her boyfriend over at our home without our supervision and the same is true at his mom and
dad's home.
15. We have had two tutors two days a week for Bella since the beginning of school and she is
comfortable with both of them from the very beginning. They are willing to work with Bella as
long as she needs the time. We have invited MICHAEL in the beginning to come and spend
time with them but that has not happened. Gwen is sophomore college student at UNR
majoring in chemistry/music and tutors in geometry and chemistry. Laurie is a retired teacher
from Manogue and current tutor. She is working with Bella's organization, note taking and test
taking, and all other subjects including her book reading assignments and special projects as
needed.

1 16. Age is a number and we are not defined or to be judged by that number. We are not boxed into
2 that classification. We are very high energy and do not hesitate to get involved in all the
3 projects at Manogue with the students and the departments.

4 17. We do not have a personal agenda. For what reason? We love our grandchildren and at this
5 time, welcome our time to help Bella be successful as we have chosen to be available 24-7.
6 Right now Bella comes first as far as her needs and success because she is living with us and
7 we want to be a positive influence.

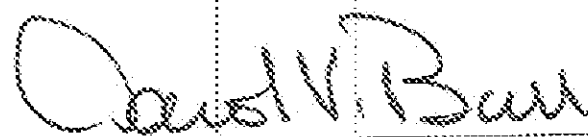
8 18. I ask that the court look at the last year and Bella's accomplishments. We do not take full credit
9 because Bella has worked very hard. But we can say we have been there for her every step of
10 the way. Sometimes more than she would like. She is a smart girl and we are here to give her
11 support, direction and the supervision a teenage girl needs 24-7.

12 19. We have great models in our lives. Besides our own families, Chuck's sister, who is the oldest
13 in his family, raised her two granddaughters from babies through college. We have friends who
14 raised several girls through high school and college.

15 20. It is a fact that more grandparents are involved with their grandchildren in order to give them
16 the supervision they need during these critical years, as parents are having to work longer hours
17 and more than a normal work week.

18 I have personal knowledge concerning the statements and representations in this Affidavit in
19 support of the above titled Opposition and Countermotion. The statements in this affidavit are true and
20 correct to the best of my knowledge.

21 FURTHER YOUR AFFIANT SAYETH NOT:

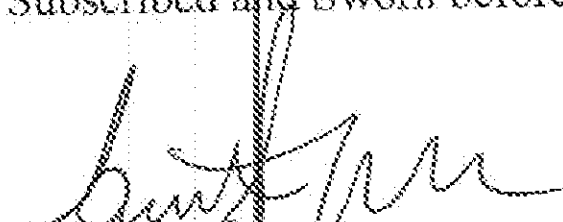
22 

23 SIGNATURE

24 CAROL V. BURR, "Nonna" to my grandchildren

25 Subscribed and Sworn before me this 3rd day of November, 2014.

26 - SEAL -

27 
Signature Notary Public

28 My Commission Expires on 08/29/15.

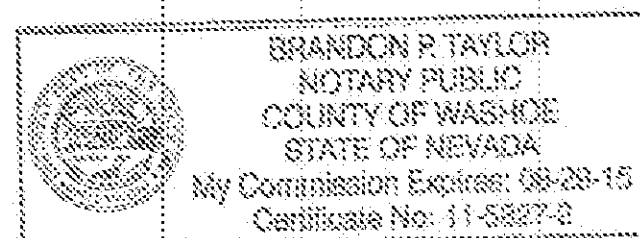


EXHIBIT 2

See you in court.
All those times you
drug me to
court ... How does
it feel. I will break
you. I have the rest
of my life to fight
for my kids and I
am sick of you
controlling me.
Your a controll
Greek and I will
end that once and
for all. See you in

tor 2008. Don't
fuck with me
anymore. I will not
stop if you keep
fucking with me. I
gave you property
houses degrees
paid off cars and
the house. I will
not pay you one
cent more. I will
make you pay. You
fucked with the
wrong person. See
you in COURT.

I will not stop. I will drain you of every penny I can. This is going to my redemption. You're a horrible person for keeping me from my rights with my daughter. I won't stop!!!

Mike I am sending this to your attorney. You need



CLERK OF THE COURT

RPLY
PROKOPIUS & BEASLEY
DONN W. PROKOPIUS, ESQ.
Nevada State Bar No. 006460
JEREMY R. BEASLEY, ESQ.
Nevada State Bar No. 12176
931 South Third Street
Las Vegas, Nevada 89101
(702) 474-0500 / Fax (702) 951-8022
general@pandblawyers.com
Attorney for Defendant,
MICHAEL A. MICONE

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

KERSTAN D. MICONE,

Plaintiff,

vs.

MICHAEL A. MICONE,

Defendant,

CASE NO.: D-08-388334-D

DEPT. NO.: J

DATE OF HEARING: 1/15/2015

TIME OF HEARING: 10:00 A.M.

**DEFENDANT'S REPLY AND OPPOSITION TO THE
PLAINTIFF'S OPPOSITION AND COUNTER MOTION**

COMES NOW the Defendant, MICHAEL A. MICONE, by and through his attorney,
DONN W. PROKOPIUS, ESQ., and for his Reply and Opposition to the Plaintiff's Opposition
and Counter motion, provides the following response:

1. Plaintiff, KERSTAN D. MICONE (hereinafter "KERSTAN") and Defendant,
MICHAEL A. MICONE (hereinafter "MICHAEL") were divorced in Clark county, Nevada by a
Decree of divorce that was entered on April 17, 2009. There are two minor children born to the
parties as a result of the marriage, namely, Isabella Caroline Micone (Bella), born: March 26,

1 1998, age 16; and, Michael J. Micone, born: January 7, 2005, age 8. Pursuant to the Decree the
2 parties share joint legal custody and shared physical custody of their minor children with
3 KERSTAN been designated the children's primary custodian.
4

5 2. KERSTAN wastes a great deal of time dwelling on allegations that were raised
6 during the divorce and even in post divorce hearings. For instance, KERSTAN makes reference
7 to matters that occurred years ago such as the examination with Dr. Paglini, a protective order
8 claiming to be the victim of domestic violence, MICHAEL's alleged drug use, three criminal
9 arrests and so forth and so on. None of these allegations have any relevance to the issues of the
10 instant motion. They have all been heard before and consequently the Court is barred from even
11 considering them pursuant to *McMonigle vs. McMonigle*, 110 Nev. 1407, 887 P.2d 742 (1994),
12 which requires the District Court when considering a request to change custody to limit the
13 evidence to those circumstances that have arisen since the last order. The last orders in this case
14 were issued at the June 26, 2013 hearing. None of KERSTAN'S allegations prevented
15 MICHAEL from been awarded joint legal and shared physical custody of the children. In the
16 years since the divorce MICHAEL has enjoyed unsupervised visitation with the children all of
17 which occurred without incident or mishap. Indeed, despite these scurrilous claims KERSTAN
18 had no qualms about sending Bella to Reno to attend school. KERSTAN was not the least bit
19 concerned about Bella living so close to MICHAEL and seeing him on a regular basis.
20 KERSTAN's is dredging up these old allegations because she has nothing better to argue in
21 opposition to MICHAEL's motion.
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25 KERSTAN does make certain allegations that MICHAEL will respond to in the order
26 they appear in her pleading. Specifically,
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28

1 3. KERSTAN claims that MICHAEL only offered to pay for Bella's private
2 schooling if she was enrolled in school in Reno instead of paying for tutoring services in Las
3 Vegas. The parties agreed that if Bella's school performance did not improve she would move to
4 Reno. At the end of the 2012/2013 school year MICHAEL spoke with Bella's soccer coach and
5 learn that Bella was off the team because of her poor grades. MICHAEL called KERSTAN and
6 insisted that Bella come to Reno. As for the private tutoring, Bella did have private
7 tutoring in Las Vegas, which MICHAEL paid, for an entire year, amounting to approximately
8 \$2,500. After Bella moved to Reno she later admitted to MICHAEL that she would go to the
9 park and drink and smoke pot with her friends and. There was absolutely no supervision from
10 KERSTAN. Bella also admitted that she would not even go to the tutoring sessions. Indeed,
11 KERSTAN was so uninvolved with Bella's education that she was unaware Bella was not going
12 to these sessions. Consequently, MICHAEL insisted on Bella attending school in Reno because
13 of the dismal job that KERSTAN was doing in dealing with Bella's failing grades. MICHAEL
14 knew the only way to deal with the situation was to remove Bella from her mother's residence.
15 KERSTAN implicitly admits that MICHAEL was correct because she notes in her opposition
16 how well Bella is now doing attending school in Reno.
17

18 4. KERSTAN claims she is looking for work in Reno and just interviewed with the
19 firm Taggart and Taggart. MICHAEL has no idea what efforts KERSTAN may have put forth
20 to find work in Reno. She has not included any job search records and the fact is she is not
21 working in Reno so therefore she must not have a job in Reno. MICHAEL does know that
22 KERSTAN was offered a job but turned it down because it did not pay enough. MICHAEL even
23 sent KERSTAN several job leads with NV Energy but she evidently never followed up on them.
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1 It seems to MICHAEL that KERSTAN has made a feeble effort at best to find work in Reno and
2 it is unlikely she is ever going to get a job in Reno, considering that she recently remarried and
3 she and her husband purchased a new home in Las Vegas earlier this year. Last Christmas
4 (2013) KERSTAN came to Reno and showed up at MICHAEL's home unannounced. She asked
5 MICHAEL to reconcile with him. MICHAEL refused. KERSTAN flew back to Las Vegas, got
6 reengaged to the man she was formerly engaged to and got married in March of 2014.
7

8 5. KERSTAN claims that she has another child at home and therefore cannot travel
9 to Reno very often. KERSTAN comes to Reno about once a month. However, MICHAEL
10 travels to Las Vegas the first week of each month to see his son. Interestingly, when KERSTAN
11 comes to Reno she does not stay with her mom or dad, who lives in Reno, or her aunt or her
12 uncle or other relatives who live in the Reno area. Instead, KERSTAN stays at MICHAEL's
13 parents' home.
14

15 6. KERSTAN claims she is involved in Bella's schooling and sends \$600 a month of
16 MICHAEL's child support for Bella to use. KERSTAN only began sending money about a year
17 after Bella moved to Reno. Before then KERSTAN never gave Bella any money. KERSTAN
18 would send some money to MICHAEL's parents if they asked for it but for nearly a year
19 KERSTAN only sent MICHAEL's parents about \$300.00. Bella recently got braces.
20 KERSTAN has been contributing to this expense. In fact \$300 a month of the \$600 KERSTAN
21 has been sending is for her share of the cost of the braces. Because Bella is no longer living with
22 KERSTAN there is no reason for MICHAEL to send child support to KERSTAN only to have
23 her send a portion back to Reno for Bella's support. MICHAEL is perfectly of providing
24 directly for Bella's support. MICHAEL has been paying Bella's car payment of approximately
25 \$500 a month, along with the cost of registration, insurance, gas and maintenance.
26
27
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1 MICHAEL has been solely responsible for all of these expenses even though KERSTAN agreed
2 to pay for these costs. MICHAEL also helps out with the cost of Bella's clothes, food and other
3 of his daughter's daily living expenses.
4

5 7. KERSTAN claims that MICHAEL has taken funds from a Coverdale Account for
6 tutoring and private school tuition from a 529 Plan established for the children's college and
7 Penn Mutual Insurance, which KERSTAN claims amounts to \$251,316.10 and she is requesting
8 that MICHAEL pay back the funds taken. The parties have already gone to court over these
9 funds. MICHAEL used the money when he was struggling financially. KERSTAN agreed to
10 let MICHAEL have access to these funds in exchange for which MICHAEL agreed to
11 KERSTAN receiving the Smith's Creek property, which at the time had a net value of
12 \$250,000.00. Thus, this is a nonissue. KERSTAN's request that MICHAEL pay back these
13 funds is ludicrous unless she is prepared to give the Smiths Creek property back to MICHAEL --
14 which is not going to happen because KERSTAN has already sold the property.
15
16

17 8. KERSTAN claims that MICHAEL'S contact with Bella has been inconsistent.
18 MICHAEL visits and speaks with Bella every chance he gets. If he sometimes has difficulty
19 doing so it is because his parents are keeping the child so busy that Bella has no time for anyone
20 else. Even KERSTAN's family has encountered the same problem. KERSTAN's parents no
21 longer try and see Bella because of how MICHAEL's parents treat them. MICHAEL's parents
22 will not cooperate with KERSTAN's parents or relatives when they try and make plans to spend
23 time with Bella. MICHAEL's parents always had an excuse why Bella is not available to spend
24 time with them. After a while KERSTAN's parents stopped trying. If Bella lived with
25 MICHAEL he would see that Bella spent time with KERSTAN's family in Reno.
26
27
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1 9. KERSTAN claims that MICHAEL's motion for custody is not about access to
2 Bella but about reducing or eliminating his child support payment. MICHAEL does not have to
3 file a motion to change custody to review and modify child support. MICHAEL's employment
4 and income have changed to such an extent that he is entitled to a review and reduction of his
5 child support payment pursuant to NRS125B.145. These events have nothing whatsoever to do
6 with Bella's custody.
7

8 **CHANGE IN CUSTODY**

9 10. KERSTAN claims there is no substantial change in Bella's circumstances that
10 would justify modifying custody. The argument makes little sense in light of the fact that Bella
11 is no longer living with KERSTAN. KERSTAN voluntarily agreed to let Bella attend school in
12 Reno. Despite KERSTAN'S claims to the contrary, the fundamental reason that KERSTAN
13 agreed to do so was because she (KERSTAN) was failing in her parenting responsibilities. Bella
14 was living with KERSTAN but the child was failing in school. Both parties agreed it would be
15 in Bella's best interests if she moved to Reno where MICHAEL and his parents could supervise
16 Bella's education.
17

18 11. KERSTAN claims that Bella has said she would like to stay at her grandparents
19 home while enrolled in Manogue and KERSTAN remains working in Southern Nevada.
20 MICHAEL does not believe that is how Bella truly feels. MICHAEL believes that if Bella is
21 interviewed she would describe how MICHAEL's parents deliberately do everything possible to
22 restrict MICHAEL's relationship with his daughter. For instance, MICHAEL go over to his
23 parents' home to visit Bella but he would have to remain there. He would not be able to take
24 Bella out and do a father/daughter activity together. His parents would hover over MICHAEL
25 when he was visiting Bella. His parents are disparaging MICHAEL to Bella.
26
27
28

1 Bella tells MICHAEL that his parents say to Bella that MICHAEL is broke, has no money, his
2 home is old, there is no privacy at MICHAEL's home, they don't know if MICHAEL is still
3 doing drugs, MICHAEL has a lot of girlfriends, he drinks a lot, and, has a lot of strangers
4 coming and going from his home. None of these allegations are true yet it is having an effect on
5 MICHAEL's relationship with Bella. It has now become very difficult for MICHAEL to spend
6 much time with Bella because of his parent's interference. MICHAEL went to Bella's soccer
7 games on Friday, November 21, 2014 but did not want to interact with MICHAEL and barely
8 acknowledged him. MICHAEL also believes that his parents are no longer capable of
9 supervising Bella's activities. MICHAEL's parents health is an issue. MICHAEL's father
10 has been in the hospital 3 times in the last two weeks. His mother is elderly and her health is
11 declining. It is clear they can no longer supervise Bella because on November 21, 2014
12 MICHAEL tried to reach Bella but she was unavailable and no one knew where she was. Bella
13 has been to the emergency room twice but MICHAEL's parents did not tell him about what had
14 occurred and neither did KERSTAN. It was Bella's who have actually told MICHAEL about
15 the trips to the ER.

19 12. KERSTAN claims that MICHAEL says KERSTAN can pay for Bella's re-
20 evaluation for her 504 accommodations necessary for taking the ACT/SAT which will cost
21 \$3000. KERSTAN claims MICHAEL does not want to pay for this expense. Attached hereto as
22 **Exhibit A** is a copy of the receipt that MICHAEL paid for his portion of the initial evaluation the
23 parties had for Bella. MICHAEL was informed that Manogue School was going to do the
24 evaluation at no cost. So KERSTAN'S accusation that MICHAEL refused to pay it is incorrect.
25 Bella has not had one and Manogue School is providing the service at no charge.

1 When Bella got her driver's license KERSTAN agreed to pay for half of the service
2 expenses associated with the Toyota car MICHAEL gave to Bella. Bella recently got into an
3 accident that was her fault. MICHAEL submitted the damage claim to his insurance company.
4 MICHAEL paid the \$500 deductible and his insurance premium went up 30% because Bella is
5 on MICHAEL's insurance, and, as noted previously MICHAEL pays all of the other expenses to
6 operate and maintain the vehicle. MICHAEL has asked KERSTAN to pay half of these various
7 expenses but she refused. Consequently, MICHAEL told KERSTAN he would pay for the car
8 expenses and she could pay for the evaluation.
9

10
11 13. KERSTAN then reiterates her diatribe that it would not be in Bella's best interests
12 to allow MICHAEL to take primary custody because of all of the various allegations that she has
13 asserted time and time again throughout these proceedings. As noted previously none of those
14 allegations have any relevance to the issues of this motion, particularly in light of the fact that
15 KERSTAN voluntarily agreed to send Bella to Reno where KERSTAN knew she (Bella) would
16 be spending ample time with MICHAEL. As it now stands as long as Bella lives with
17 MICHAEL's parents they will continue to interfere with MICHAEL's parental rights. There is
18 no reason why MICHAEL's daughter should not live with her father. KERSTAN has certainly
19 set forth no compelling reasons other than she cannot abide the thought that MICHAEL would
20 be the child's primary physical custodian.
21
22

23 REVIEW AND MODIFICATION OF CHILD SUPPORT

24 14. KERSTAN claims it has not been more than 3 years since the last child support
25 order in March of 2013. MICHAEL does not have to wait 3 years when he has suffered a greater
26 than 20% decrease in his gross monthly income, which he has. KERSTAN spends her time
27 dwelling on employers MICHAEL used to work for and income he earned several years ago but
28

1 this information is no longer relevant. MICHAEL is no longer is employed with ANI or Channel
2 Impact. MICHAEL is attempting to resurrect Micone Staffing Resources but to date it has
3 produced no income.

4
5 15. KERSTAN claims MICHAEL has told him he is comfortable going it alone
6 because he sold his house and has \$100,000 cash in the bank and low monthly bills. MICHAEL
7 sold his home and is renting from the individual who purchased the residence. In April of 2015
8 MICHAEL will move into another home which is closer to where Bella is attending school. The
9 money MICHAEL received from the sale of his residence is not income. MICHAEL uses the
10 proceeds to pay his bills, living expenses and child support.

11
12 16. Currently, MICHAEL's only source of *income* is unemployment benefits,
13 meaning his gross monthly income has fallen far more than 20%. MICHAEL is therefore
14 entitled to a review and modification of child support based on the change in his income.
15 Moreover, there is the additional change in circumstance that arose when Bella moved to Reno.
16 Because Bella is no longer living with KERSTAN there is no reason why MICHAEL should pay
17 child support to KERSTAN for a child no longer in her custody.

18 19 **CHILD SUPPORT ARREARS**

20
21 17. KERSTAN claims MICHAEL owes child support arrears and although she has
22 included documentation she has failed to set forth exactly how much in arrears she claims
23 MICHAEL owes. The audit summary supposedly showing \$10,518 in arrears is two years out of
24 date. The Chase payment record KERSTAN has included with her opposition actually reveals
25 that MICHAEL has made consistent child support payments over the last several years and owes
26 no arrears. If KERSTAN is going to claim she is owed child support arrears it is incumbent
27 upon her to produce a sworn schedule of arrears as required by E.D.C.R. 5.33.
28

1 Only then can MICHAEL compare his record of payments with the arrears KERSTAN claims
2 she is owed. Until KERSTAN produces an accurate schedule of arrears there is no issue to be
3 adjudicated.
4

5 18. MICHAEL has never missed a child support payment. Therefore he has never
6 understood why he should owe any child support arrears. Consequently, MICHAEL sent the DA
7 a letter asking for an accounting of the child support arrears. Unfortunately, MICHAEL could
8 not wait for the DA to provide him with an audit because he had to obtain a passport to travel
9 outside the United States. The alleged child support arrears prevented MICHAEL from
10 obtaining a passport. Consequently, on November 15, 2014 MICHAEL gave the DA a cashier's
11 check for \$8,334.00. After making this payment DA contacted MICHAEL and told him that he
12 still a load \$976.83 in interest and penalty. MICHAEL paid off this amount is well on
13 November 21, 2014/ Even though MICHAEL paid the sums he does not believe he owed any
14 child support arrears and all. Therefore, the issue remains on resolved. The monies MICHAEL
15 paid are in fact child support over payments to which he is entitled to a refund that KERSTAN
16 must be ordered to pay.
17
18

19 **REFINANCE OF THE HELOC ON SONATINA**

20 19. KERSTAN claims that she cannot refinance the HELOC on the Sonatina
21 residence because there is insufficient equity in the home to do so. The parties agreed that in two
22 years all of the investments would restructured to relieve the other party from liability.
23 KERSTAN knows she can refinance the Sonatina HELOC. Real estate values have risen in the
24 past several years. There is net equity in the Sonatina home. KERSTAN rents the Sonatina
25 home and it has a positive cash flow from the rental income. KERSTAN has plenty of cash
26 available to pay off the HELOC.
27
28

1 She just bought a new house earlier this year and put \$80,000 down. She has at least \$200,000 in
2 cash that she received from the sale of MICHAEL's business and she has sold other property as
3 well. KERSTAN also used cash to pay off the Smith's Creek mortgage and therefore there
4 should be plenty of net equity to secure a loan which KERSTAN could then use to pay off the
5 Sonatina HELOC. MICHAEL estimates that KERSTAN had \$750,000 in cash as of 2011. She
6 simply refuses to refinance the Sonatina HELOC. In the meantime, as long as MICHAEL
7 remains liable for the debt it prevents him from obtaining credit of his own which he needs in
8 order to meet his business and personal needs.
9

10
11 20. KERSTAN is also claiming that MICHAEL removed \$7,000 from the HELOC in
12 2011. This issue was addressed at the last hearing on June 26, 2013 where MICHAEL was
13 ordered to pay KERSTAN the sum of \$100 a month. Therefore has no relevance to
14 MICHAEL's request that KERSTAN refinance the HELOC.
15

16 **ATTORNEY'S FEES**

17 21. KERSTAN claims she should not be ordered to pay MICHAEL's attorney's fees.
18 Prior to filing this motion MICHAEL sought to settle the issue of Bella's custody but
19 KERSTAN's only response was to threaten to come to Reno and forcibly remove Bella from
20 school and bring the child back to Las Vegas. In the face of such threats MICHAEL had little
21 choice but to return to Court. KERSTAN's intransigence can be found throughout her
22 opposition where in response to the legitimate issues that MICHAEL has raised the best she
23 can do is dredge up old allegations that have no bearing whatsoever on current circumstances.
24 MICHAEL has incurred attorney's fees in filing this motion and if he prevails he is entitled to an
25 award of fees and costs.
26
27
28

1 **KERSTAN'S COUNTER MOTION TO MAINTAIN THE STATUS QUO**

2 22. KERSTAN has requested that the Court reaffirmed Bella's current custodial
3 status, meaning that Bella should remain in KERSTAN's primary physical custody. The request
4 makes no sense in light of current circumstances. Bella has not lived with KERSTAN for 1½
5 years. KERSTAN has been anything but the child's primary physical custodian. Yet,
6 KERSTAN continues to enjoy the benefit of both worlds. On paper KERSTAN remains the
7 child's primary physical custodian but has none of the day to day responsibilities, while
8 continuing to demand and receive child support. Obviously, there is no reason to allow this
9 situation to remain in place.
10
11

12 Dated this 5th day of January, 2014.

13 **PROKOPIUS & BEASLEY**

14 /s/ Donn W. Prokopius

15 DONN W. PROKOPIUS, ESQ.

16 Nevada State Bar No. 006460

17 JEREMY R. BEASLEY, ESQ.

18 Nevada State Bar No. 12176

19 931 South Third Street

20 Las Vegas, Nevada 89101

21 (702) 474-0500 / Fax (702) 951-8022

22 general@pandblawyers.com

23 Attorney for Defendant,

24 MICHAEL A. MICONE
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Kerstan D. Micone, aka Hubbs
1319 Minuet Street
Henderson, NV 89052
Plaintiff in Proper Person

/s/ Alex Gomez
An employee of
PROKOPIUS & BEASLEY

EXHIBIT A

0006454

11-24

Office AU #

1210(8)

Remitter: MICHAEL A MICONI
Purchaser: MICHAEL A MICONI
Purchaser Account: 9957035711
Operator I.D.: u349353

Funding Source: Electronic Item(s), Paper Item(s)

PAY TO THE ORDER OF

DR TRACI PITTS

CASHIER'S CHECK

SERIAL #: 064540281(

ACCOUNT#: 4861-51194

September 26, 20

Ninety-seven dollars and 50 cents

\$97.50

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
401 KEYSTONE AVE
RENO, NV 89503
FOR INQUIRIES CALL (480) 394-3122

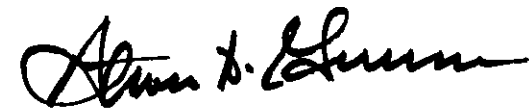
NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 97.50

NON-NEGOTIABLE

Purchaser Copy

4 9-2003 401055067



CLERK OF THE COURT

SUPE
PROKOPIUS & BEASLEY
DONN W. PROKOPIUS, ESQ.
Nevada Bar No.: 6460
JEREMY R. BEASLEY, ESQ.
Nevada Bar No.: 12176
931 South Third Street
Las Vegas, Nevada 89101
(702) 474-0500 / Fax (702) 951-8022
general@pandblawyers.com
Attorney for Plaintiff,
MICHAEL A. MICONE

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

KERSTAN D. MICONE,

Plaintiff,

vs.

MICHAEL A. MICONE,

Defendant.

CASE NO.: D-08-388334-D

DEPT. NO.: J

DATE OF HEARING: 1/15/2015
TIME OF HEARING: 10:00 A.M.

DEFENDANT'S FIRST SUPPLEMENTAL EXHIBITS

COMES NOW, Defendant, MICHAEL A. MICONE, by and through his counsel, DONN W. PROKOPIUS ESQ., and hereby supplements the following documents:

1. Letter to the DA's Office dated November 1, 2014 asking for an accounting of thge child support arrears attached hereto as **EXHIBIT "B"**;
2. Cashier's check to DA's office for \$8,334.00 dated November 15, 2014 attached hereto as **EXHIBIT "C"**;
3. Letter dated November 21, 2014 from Micone Staffing Resources with confirmation number of payment for \$976.83 attached hereto as **EXHIBIT "D"**;

- 1 4. Letter from the DA's office dated October 7, 2014 regarding past due balance of
2 \$8,334.00 attached hereto as **EXHIBIT "E"**;
3
4 5. Letter from US Department of State dated November 14, 2014 preventing Michael
5 Micone to obtain Passport attached hereto as **EXHIBIT "F"**;
6
7 6. Auto expenses that Plaintiff, KERSTAN agreed to pay for half of the Toyota expenses
8 attached hereto as **EXHIBIT "G"**;
9
10 7. Defendant's monthly expenses to visit Michael attached hereto as **EXHIBIT "H"**;
11
12 8. Defendant's expenses for Bella for soccer and workout clothes attached hereto as
13 **EXHIBIT "I"**; and
14
15 9. E-mail communication between Plaintiff and Defendant dated July 30, 2014, attached
16 hereto as **EXHIBIT "J"**.

17 Dated this 6th day of January, 2015.

18 **PROKOPIUS & BEASLEY**

19 /s/ Donn W. Prokopius

20 **DONN W. PROKOPIUS, ESQ.**

21 Nevada Bar No.: 6460

22 **JEREMY R. BEASLEY, ESQ.**

23 Nevada Bar No.: 12176

24 931 South Third Street

25 Las Vegas, Nevada 89101

26 (702) 474-0500 / Fax (702) 951-8022

27 general@pandblawyers.com

28 Attorney for Defendant,

MICHAEL A. MICONE

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Kerstan D. Micone, aka Hubbs
1319 Minuet Street
Henderson, NV 89052
Plaintiff in Proper Person

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EXHIBIT B

Michael A. Micone
714 Jones St.
Reno, NV. 89503

November 1, 2014

Clark County District Attorney
Family Support Division
1900 E. Flamingo Rd
Suite 100
Las Vegas, NV 89119

To Whom It Concerns:

I have paid my child support each month and my support was reduced last year and is under review at this time. I have paid every month and I am current. The past due amount you claim is incorrect and I am requesting an audit of my payments.

I am contesting this determination of amount of past due support owed and I am requesting an administrative review.

Please allow me my rights as I am current and have been current according to last years hearing.

Please update my address to:

714 Jones St.
Reno, NV 89503
(702) 339-1113

Kindly,



Mike Micone

714 Jones St.
Reno, NV 89503
(702) 339-1113

EXHIBIT C

0006436 11-24
Office AU # 1210(0)
Remitter: MICHAEL A MICONE
Purchaser: MICHAEL A MICONE
Purchaser Account: 9957035711
Operator I.D.: u358102 u322432
Funding Source: Electronic Items(s), Paper Items(s)
PAY TO THE ORDER OF ***S.C.A.D.U***

CASHIER'S CHECK

SERIAL #: 0643601417
ACCOUNT#: 4861-511970

November 15, 2014

Eight thousand three hundred thirty-four dollars and no cents

\$8,334.00

Payee Address:
Memo: CHILD SUPPORT CASE #249753200

WELLS FARGO BANK, N.A.
490 CALIFORNIA AVE
RENO, NV 89509
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US\$ 8,334.00

NON-NEGOTIABLE

Purchaser Copy

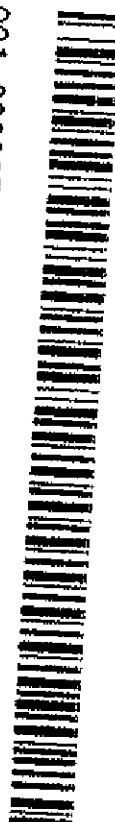
FB004 M4203 40136687

The UPS Store - #949
561 Keystone Ave
Reno, NV 89503
(775) 322-5105

11/15/14 12:31 PM

We are the one stop for all your
shipping, postal and business needs.

We offer all the services you need
to keep your business going.



001 000007 (022)
First Class Letter TO \$ 4.99

SubTotal \$ 4.99
Total \$ 4.99

Debit Card \$ 4.99

Receipt ID 8285050935089988872 001 Items
CSH: MADEEN Tran: 4033 Reg: 002

Sale

Debit Entry Method: Swiped
Acct Type: Checking *****0130

Trace:00690175 Appr Code:403734
Retrieval #:00000004 Batch #:319001

Amount \$ 4.99

Merchant Total \$ 4.99

Amount

EXHIBIT D



November 21, 2014

Mrs. DiParzine
Clark County District Attorney Family Support Division
1900 E. Flamingo Rd
Suite #100
Las Vegas, NV 89119

Dear Mrs. DiParzine

I am writing on behalf of Michael Micone in regards to verify a business trip he needs to take in December. The trip is a request by a client Alan Maxwell who is paying for the trip for Mr. Michael Micone to attend the meetings in person. This trip is for business purposes only and the trip has been planned and paid for by our client. You may verify the trip information with Mr. Alan Maxwell (469)955-0479 or email him at: themaxwells@me.com

I have also attached the Certified Mail Receipt of the payment that was sent to S.C.A.D.U. on November 15th, 2014.

The Cashier Check #064601417 in the amount of \$8,334.00 was mailed Certified on Nov 15, 2014.

Mr. Micone was informed of a balance today over the phone with Mrs. DiParzine. A Second payment was made today of the amount: \$976.83 over the phone this morning with his debit card. The confirmation number for the Debit Card payment is #14112148912150 for the amount of \$976.83.

You may also contact me at 775-622-0095 to confirm this information.

I have also attached the letter Mr. Micone mailed to SCADU on Nov 1, 2014 requesting a review of his payments.

Thanks for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Batchelder".

Monica Batchelder
Manager
775-622-0095

EXHIBIT E

CLARK COUNTY DISTRICT ATTORNEY
FAMILY SUPPORT DIVISION
1900 E FLAMINGO RD
SUITE #100
LAS VEGAS, NV 89119

CLARK COUNTY DISTRICT ATTORNEY
FAMILY SUPPORT DIVISION
1900 E FLAMINGO RD
SUITE #100
LAS VEGAS, NV 89119
PHONE (S) (702) 671-9200

OCTOBER 07, 2014

** CONTACT ADDRESS ABOVE **

140929

016219

MR AND/OR MS MICHAEL MICHONE
4308 ELMWOOD LN
RENO NV 89509-5906

SSN	CASE NUMBER	LOCAL ID	PAST DUE AMOUNT CLAIMED
***-**-7058	249753200	003	\$8,334.00 (NON-TANF)

The agency identified above has determined that you owe past-due child and/or spousal support. Our records show that you owe at least the amount shown above. If your case was submitted to the United States Department of the Treasury for collection in the past, this amount is subject to collection at any time by Administrative Offset and/or Federal Tax Refund Offset. If your case has not already been submitted to the United States Department of the Treasury and you do not pay in full within 30 days from the date of this notice, this amount will be referred for collection by Administrative Offset and/or Federal Tax Refund Offset. Under Administrative Offset (31 U.S.C.3716), certain Federal payments that might otherwise be paid to you will be intercepted, either in whole or in part, to pay past-due child and/or spousal support. Under Federal Tax Refund Offset (42 U.S.C.664;26 U.S.C.6402), any Federal Income Tax Refund to which you may be entitled will be intercepted to satisfy your debt. The amount of your past-due support will also be reported to consumer reporting agencies.

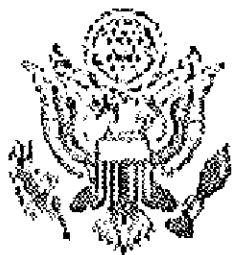
If you owe or owed arrearages of child support in an amount exceeding \$2,500, the agency identified above will certify your debt to the State Department pursuant to 42 USC 654(31). Once you are certified, the Secretary of State will refuse to issue a passport to you, and may revoke, restrict or limit a passport that was previously issued.

Your debt will remain subject to Federal Tax Refund Offset, Administrative Offset, and/or passport certification until it is paid in full. Important: If you owe current support, any further arrears accruing due to payments missed may be added to your debt and will be subject to collection by Federal Tax Refund Offset and/or Administrative Offset now or in the future without further notice. To determine additional amounts owed or the total amount past-due which the agency has submitted for collection, you may contact us at the address or phone number listed above.

You have a right to contest our determination that this amount of past-due support is owed, and you may request an administrative review. To request an administrative review, you must contact us at the address or phone number listed above within 30 days of the date of this notice. If your support order was not issued in our state, we can conduct the review or, if you prefer, the review can be conducted in the state that issued the support order. If you request, we will contact that state within 10 days after we receive your request and you will be notified of the time and place of your administrative review by the state that issued the order. All requests for administrative review, or any questions regarding this notice or your debt, must be made by contacting the agency identified above.

If you are married, filing a joint income tax return, and you incurred this debt separately from your spouse, who has no legal responsibility for the debt and who has income and withholding and/or estimated tax payments, your spouse may be entitled to receive his or her portion of any joint Federal Tax Refund. If your spouse meets these criteria, he or she may receive his or her portion of the joint refund by filing a Form 8379 - Injured Spouse Claim and Allocation. Form 8379 should be attached to the top of the Form 1040 or 1040A when you file, or filed according to other instructions as indicated on the Form 8379.

EXHIBIT F



NU Child Support
Enforcement Program

United States Department of State

Houston Passport Agency

11132 Monitor Circle

PO Box 1080

Sterling, Virginia 20166-1080

November 14, 2014

office
684-0705

State of NV Div.
of Welfare & Supportive
services

Michael Anthony Micone
C/O: Trip Passports
2008 Helen St
Houston, TX 77002

1470 College Parkway
Carson City 89706

RE: 791483117

Dear Mr. Micone

Cost-Service 684-7200

Thank you for your recent passport application. The Department of State has determined that you are ineligible to receive passport services. This determination is based on Section 51.60(a)(2) of Title 22 of the Code of Federal Regulations and the certification of the Secretary of Health and Human Services (HHS) that you are in arrears of child support.

♦ Section 51.60(a)(2) reads as follows:

51.60- Denial of Passports

- (a) The Department may not issue a passport, except a passport for direct return to the United States, in any case in which the Department determines or is informed by a competent authority that:
 - (2) The applicant has been verified by the Secretary of Health and Human Services as notified by a state agency under (2) U.S.C. 682(k) to be in arrears of child support in an amount determined by the statute.

Neither this passport agency nor the Department of State has information concerning your child support obligation. A list of state child support enforcement agencies and their contact information can be found online at:

http://exp.state.gov/childsupport/index.htm#section_invested. Please contact the appropriate office to make payment arrangements or request additional information. This decision is not appealable with the Department of State. You must make appropriate arrangements with the relevant state child support agency within ninety (90) days from the date of this letter, after which you must notify our office in writing or by calling the National Passport Information Center (NPRC) at the number listed below. After you make the necessary payment arrangements with the relevant state agency, please allow 5-10 business days before calling NPRC to give HHS enough time to notify Passport Services.

Once the Secretary of Health and Human Services has certified to the Secretary of State that you have satisfied the child support arrears, your name will be removed from the certified list. Please note that several states require a zero dollar (\$0.00) balance before allowing passport issuance to an individual who is previously in arrears. All questions regarding such policies must be addressed to the appropriate state child support office. The Department of State cannot change or overrule this policy. If satisfactory payment arrangements have not been made with the relevant state within 90 days of the date of this letter, your application will be denied.

If you have any questions regarding this letter or your passport application, contact the National Passport Information Center (NPRC), toll-free, at 1-877-487-2778 (T-1-Y-1-D), 1-888-874-2793. For general passport information, to check the status of your passport application, or to enroll in our Smart Traveler Enrollment Program (STEP), please visit us online at travel.state.gov.

PLEASE RETURN A COPY OF THIS LETTER WITH YOUR REPLY.

Sincerely,

Citizen or Service Department

Enclosures:
HHS List

VISA SVC/NO

EXHIBIT G

ORDER #: 254263

322929



MICHAEL MICONE
714 JONES ST
RENO, NV 89503
HOME: 702-339-1113 CONT: 702-339-1113
BUS: CELL:

INVOICE
DUPLICATE 1
PAGE 1

VALLEY AUTO MALL
7733 Eastgate Road · Henderson, NV 89011
(702) 566-2000

SERVICE ADVISOR: 4291 PHILLIP A CRABTREE

SERVICE ADVISOR: 4291 PHILLIP A CRABTREE									
COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	02	TOYOTA SEQUOIA		5TDBT44A12S080564		756YPP	218361/218363		T1803
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN02 IS									
01JAN02 DE			16:30 01MAY14			0.00	COUPS	01MAY14	
R.O. OPENED		READY		OPTIONS: ENG:2UZ-FE					
01MAY14		01MAY14							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A **** NEXT SERVICE DUE ****

NSD **** NEXT SERVICE DUE ****

4499 ISPT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 (N/C)

218361 BASED ON TIME AND MILEAGE NEXT SERVICE RECOMMENDED IS A BLUE SERVICE WITH SPARK PLUGS AND COOLANT. PLEASE CALL PHILL CRABTREE DIRECTLY AT (702) 566-2572 WITH ANY QUESTIONS, CONCERNS, OR TO MAKE YOUR NEXT SERVICE APPOINTMENT. THANK YOU FOR CHOOSING FINDLAY TOYOTA, WE APPRECIATE YOUR BUSINESS. THANK YOU!!!

B GREEN SERVICE- COMPLETE ENGINE OIL AND FILTER CHANGE, ROTATE TIRES, INSPECT ALL BRAKE LININGS, INSPECT AND SET ALL TIRE PRESSURES, COMPLETE MULTI-POINT INSPECTION, FILL ALL FLUIDS TO PROPER LEVELS, AND ROAD TEST VEHICLE

GREEN GREEN SERVICE- COMPLETE ENGINE OIL AND FILTER CHANGE, ROTATE TIRES, INSPECT ALL BRAKE LININGS, INSPECT AND SET ALL TIRE PRESSURES, COMPLETE MULTI-POINT INSPECTION, FILL ALL FLUIDS TO PROPER LEVELS, AND ROAD TEST VEHICLE

4499 CTC

1 90915-YZZD3 FILTER, OIL

1 90430-12028 GASKET

7 00279-1QT5W-01 OIL, MOTOR 5W30 QT W

PARTS: 29.19 LABOR: 55.76 OTHER: 0.00 TOTAL LINE B: 84.95

C REPLACE REAR BRAKE PADS OR SHOES AND RESURFACE BOTH REAR ROTORS OR DRUMS

800R REPLACE REAR BRAKE PADS OR SHOES AND RESURFACE BOTH REAR ROTORS OR DRUMS

4499 CTC

1 04466-60080 PAD KIT, DISC BRAKE

1 08887-80409 BRAKE SHIM GREASE

PARTS: 87.07 LABOR: 172.88 OTHER: 0.00 TOTAL LINE C: 259.95

DISCLAIMER OF WARRANTIES

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assume nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Signature

CUSTOMER COPY

FINDLAY TOYOTA
7733 EASTGATE RD
HENDERSON, NV 89011

322929



05/01/2014 15:33:11
MID: 00000000914552 TID: 03410393
08880001

INVOICE

DUPLICATE 1
PAGE 3

VALLEY AUTO MALL
7733 Eastgate Road · Henderson, NV 89011
(702) 566-2000

DEBIT CARD
EDS SALE

702-339-1113

SERVICE ADVISOR: 4291 PHILLIP A CRABTREE

CARD # XXXXXXXXXXXX0130
INVOICE 322929
Batch #: 000825
Approval Code: 732239
Entry Method: Swiped
Mode: Online

SALE AMOUNT \$427.97

E/MODEL		VIN		LICENSE	MILEAGE IN / OUT	TAG
SEQUOIA		5TDBT44A12S080564		756YPP	218361/218363	T1803
EXP.	PROMISED	PO NO.		RATE	PAYMENT	INV. DATE
	16:30 01MAY14			0.00	COUPS	01MAY14

ADY OPTIONS: ENG:2UZ-FE

1MAY14	HOURS	LIST	NET	TOTAL
--------	-------	------	-----	-------

766.63 W/ ALIGNMENT \$79.95, REAR SHOCKS \$291.65.

CUSTOMER COPY

1MAY14 11:26 SA: 4291

TOYOTA DOES NOT RECOMMEND THE USE OF
AFTERMARKET, DOUBLE STACKED, OR UNSECURE
FLOOR MATS. TOYOTA RECOMMENDS THAT ONLY
PROPERLY INSTALLED, VEHICLE SPECIFIC, FACTORY
FLOOR MATS BE USED IN ANY APPLICATION.



TOYOTA

5/1
BC

DB

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X

Customer Signature

CUSTOMER COPY

DESCRIPTION	TOTALS
LABOR AMOUNT	311.18
PARTS AMOUNT	138.62
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	11.03
TOTAL CHARGES	460.83
LESS INSURANCE	44.98
SALES TAX	12.12
PLEASE PAY THIS AMOUNT	427.97

AA 000201

Mike Micone

From: MyDMV@dmv.nv.gov
Sent: Tuesday, December 31, 2013 5:50 PM
To: MIKEMICONE@GMAIL.COM
Subject: WEB PORTAL - Registration Renewal Transaction Confirmation.

Thank you! Your Registration Renewal transaction has been completed successfully.

The vehicle listed below has been successfully renewed. Your new sticker will be mailed to you and it will arrive within 7 to 10 days.

VIN: 5TDBT44A12S080564
Vehicle Plate Number: 756YPP
Vehicle Make: TOYOTA
Vehicle Year: 2002
Vehicle Model: SEQUOIA SR5
Registration Status: ACTIVE
Registration Expiration Date: 1/12/2014
Transaction Confirmation Number: 82409306
Payment Confirmation Number: 13123106120377
Amount Paid: \$106.00

CONFIDENTIALITY NOTICE: This e-mail contains private, privileged and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, in such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.

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Checked by AVG - www.avg.com
Version: 2015.0.5577 / Virus Database: 4223/8612 - Release Date: 11/22/14

DIAMOND AUTO BODY

Page 1
Printed 11/20/2014 12:19 PM
Created 10/30/2014

FINAL BILL
150 S MEADOWS PKWY
RENO, NV 89511
(775) 329-4090

MICONE, MICHAEL
Estimate: 4456
Repair Order: 4456

Customer: Claimant	Vehicle:	Ins. Company:
MICONE, MICHAEL 714 JONES ST RENO, NV 89503 Home: (702) 339-1113 Work: (702) 339-1113	TOYO SEQUOIA 4X4 SR5 4D UTV YEAR: 2002 Color: GOLD License: 756YPP NV Prod Date: 11/01/2001 Mileage In: 223414 VIN: 5TDBT44A12S080564 Sched. Arrival Date: 11/10/2014 Proj. Delivery Date: 11/12/2014 Drivable: Yes	FARMERS Claim Number: 3001814048-1-1 Policy Number: 0189709644 Date of Loss: 10/09/2013

Written by: GOODMAN, MIKE		Item	Price	Ext. Price	Labor Units	Paint Units	PT	BT
		1 QUARTER PANEL						
		2 O/H rear bumper			1.8 B			
		3 REMOVE/RE-INSTALL RT Mud guard			Incl.			
		4 REMOVE/RE-INSTALL LT Mud guard			Incl.			
		5 REAR BUMPER						
		6 REMOVE/RE-INSTALL LT Flare			Incl.			
		12 Add for flare			0.3 B			
		13 REMOVE/RE-INSTALL RT Flare			Incl.			
		14 REMOVE/REPLACE LT Flare upper seal gray	4.60	4.60			O	
		15 REMOVE/REPLACE RT Flare upper seal gray	4.60	4.60			O	
		16 REMOVE/REPLACE LT Bracket	1.47	1.47	Incl.		O	
		17 REMOVE/REPLACE LT Support lower	6.38	6.38	Incl.		O	
		18 REMOVE/REPLACE LT Support upper	6.38	6.38	Incl.		O	
		19 REMOVE/RE-INSTALL RT Reflector			Incl.			
		20 REMOVE/RE-INSTALL LT Reflector			Incl.			
		21 A/M FLEX ADDITIVE	6.00	6.00			A	
		22 HAZARDOUS WASTE	5.00	5.00			H	
		23 REPAIR Reinforcement	1A		1.0 B			
*		24 REMOVE/REPLACE 1	*1A 277.11	277.11	Incl.	3.0	O	
		25 Add for Clear Coat	1A			1.2		
		26 REPAIR MASK STEP PAD	1A		0.3 B			

FINAL BILL SUMMARY									
New (OEM) Parts:		\$300.54		Parts Total:		\$306.54			
Other parts:		\$6.00		Labor Total:		\$380.00			
	Units	Rate	Amount	Paint/Material:		\$134.40			
Body	: 3.4	\$50.00	\$170.00	Hazardous Disposal:		\$5.00			
Paint	: 4.2	\$50.00	\$210.00	Tax:		\$30.81	\$3.64	\$34.45	
				Subtotal:		\$744.64			
				Total:		\$860.39			

FARMERS PAYABLE REPAIR TOTAL	SUBTOTAL	SUPPLEMENTS	TOTAL
	\$744.64	\$115.75	\$860.39

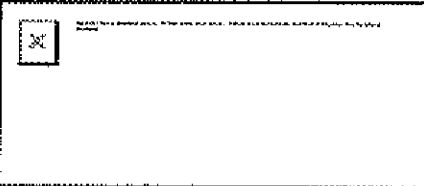
Labor Dept Codes: B-Body D-Detail I-Sublet E-Delay F-Frame G-Glass M-Mechanical P-Paint S-Reassembly
PT - Price Types: O - New (OEM); A - New (Non-OEM); V - Used Parts; R - Reconditioned; Space - No Type
L - Labor; M - Material; H - Hazardous; S - Storage; T - Towing; U - Sublet
BT - Billing Types: No Code - Insurance Charge; CC - Customer Charge; BT - Betterment; AP - Appearance Allowance
PD - Prior Damage; NC - No Charge
CCC One Data, Copyright 1995 CCC Information Services (*) Indicates Estimator Judgement. Underline Indicates Supplement.
The elements of data used to calculate this Estimate were obtained from a CCC Database.
Calculations of the Estimate are performed by a computer program created by YADA Systems, Inc.
ProfitNet [Ver. 10.00.1827] © 1989-2014 YADA Systems, Inc. All rights reserved. Licensed by DIAMOND AUTO BODY

EXHIBIT H

Mike Micone

From: Southwest Airlines [SouthwestAirlines@lrv.southwest.com]
Sent: Sunday, November 16, 2014 10:54 AM
To: MIKEMICONE@GMAIL.COM
Subject: Ticketless Travel Passenger Itinerary

Michael Micone is taking off soon!



[My Account](#) | [View My Itinerary Online](#)

[Check In
Online](#)

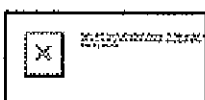
[Check Flight
Status](#)

[Special
Offers](#)

[Hotel
Deals](#)

[Car
Deals](#)

Upcoming Travel Plans for Michael Micone



You're receiving this e-mail at the request of the purchaser, Passenger, or individual responsible for making the travel arrangements below. This is a one-time communication, and you will not receive further e-mails from Southwest Airlines without your consent.



[AIR Itinerary](#)

AIR Confirmation: FF6R3U

Passenger(s)

MICONE/MICHAEL

Date	Flight	Departure/Arrival
Tue Nov 18	648	Depart RENO/TAHOE, NV (RNO) on Southwest Airlines at 09:30 AM Arrive in LAS VEGAS, NV (LAS) at 10:45 AM Travel Time 1 hrs 15 mins
Wed Nov 19	150	Depart LAS VEGAS, NV (LAS) on Southwest Airlines at 4:50 PM Arrive in RENO/TAHOE, NV (RNO) at 6:10 PM Travel Time 1 hrs 20 mins

What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you

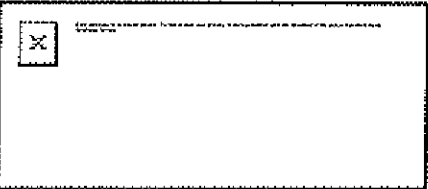
* My travel
to LV to
visit my
son is
\$700-\$900 each
month.

Monthly Travel
for me To visit
Michael
\$700 * 5 months
\$3,500 Estimate

Mike Micone

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]
Sent: Monday, November 17, 2014 4:13 PM
To: mikemicone@gmail.com
Subject: Hotel reservation (66W3AU) | 18NOV14 | Henderson | Micone/Michael

You're all set for your trip!



[My Account](#)

Retrieve Hotel Reservation

Reserve Another Room

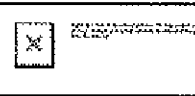
Cancel Hotel Reservation

Special Offers

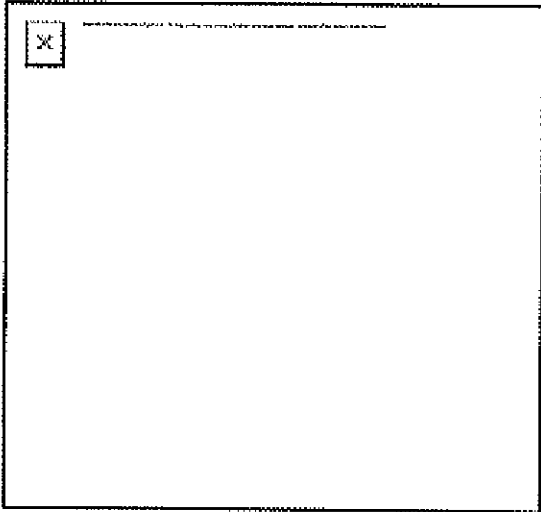
Travel Tools

My Account

Enjoy your stay!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



HOTEL Itinerary

HOTEL Confirmation: 66W3AU

Guest Name: Michael Micone
Questions regarding your reservation?
Call 1-800-545-4489

Rapid Rewards #: 52495542

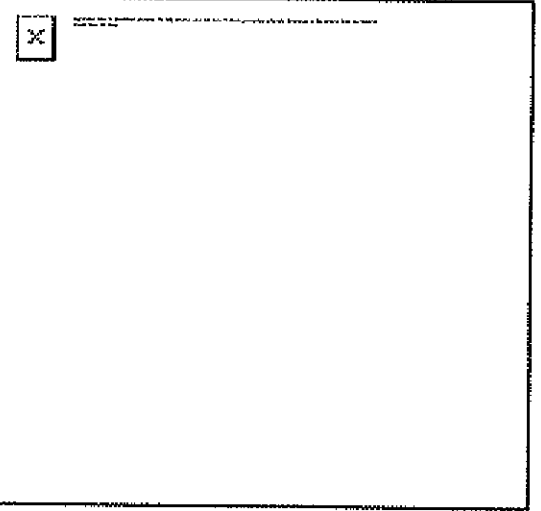
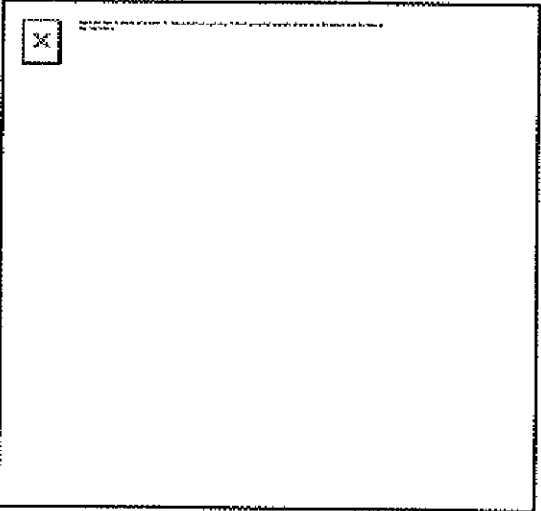
Sunset Station
1301 West Sunset Road
Henderson , NV 89014
Tel. 702-547-7777

Check-In Check-Out
Tue Nov 18 , 2014 Wed Nov 19 , 2014

Room Request: Run Of House - 2 queen beds or 1 king bed

Number of Rooms: 1

Cancellation: Southwest Airlines does not charge cancellation or change fees for any hotel booked on southwest.com. However, we are required to pass on the following fees that are imposed by the property. Cancellations or changes made within 3 days prior to 12:01 AM local hotel time on the day of arrival are subject to a \$31.49 charge. Cancellations or changes made after 12:01 AM local hotel time on the day of arrival are subject to a 100% charge. We are sorry but refunds are not available for early check-out.
Southwest Airlines Limit of Liability: Hotel is solely responsible for fulfilling all reservations. Your preferences will be submitted with your reservation and subject to hotel availability.



Hotel Cost: \$ 27.99

Cost and Payment Summary

HOTEL - 66W3AU

Rooms: 1
Additional Taxes & Fees
Taxes & Fees \$ 3.50
Hotel Imposed Fees \$ 14.99
Total Hotel Cost \$ 18.49

Payment Information
Payment Type: VI XXXXXXXXXXXXX0130
Payment Amount: \$ 31.49

EXHIBIT I

Sports Authority # 575

4813 Kietzke Lane

Reno, NV 89505

775.828.1234

Return w/o Receipt

State NV

FITTEDSL/SOLSL/XL/	37094775	30.00-A
CGINFRARED/HIVYG/2	37373849	49.99-A
REFLECTIVE BELT	26377241	25.00-A

SUBTOTAL \$104.99-

A = 7.725% Sales Tax \$8.11-

AMT DUE TO CUSTOMER

\$113.10

DEBIT VISA \$113.10-

AUTH# 760607

11-12-2014 15:54:59

REFERENCE # 841396

* GET 5% BACK WITH THE LEAGUE *
Join our free rewards program at
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Already a member?
Go online to view or change
your profile & print rewards.

All returns & exchanges require
an original receipt dated within
30 days of purchase & must be
in original packaging with all
components in unused condition
or have manufacturer defect.

* HOW WAS YOUR EXPERIENCE? *
We value your feedback at
inform.sportsauthority.com

11-12-2014 14:54:08 0575 003 786941 4981

S A L E

R E G U L A R S A L E

BF HOODED SAUNA SUIT M/L

36048751 24.99 A

BF ZIPPERED WAIST TRIMMER LRG

33617826 19.99 A

LIGHT SPUR - RED 34374980 19.99 A

SEAMLESSSU/BLNDU/X 38657137 29.99 A

LEG DF WOOL/MESH BACK SFLX-11

36381706 24.00 A

MN ALPHA STRUC LFT GLV XL

37680121 30.00 A

CGINFRARED/HIVYG/2 37373849 49.99 A

KOZIPTOPST/COOGV/X 37643595 55.00 A

CGINFRARED/HIVYG/2 37373849 49.99 A

CGINFRARED/BKSTE/2 37374408 59.99 A

REFLECTIVE BELT 26377241 25.00 A

EMBOSS RUN BEANIE 37584971 26.99 A

DRI FIT TAILWIND M RUN GLOVE

38604740 22.00 A

DOTS AND DASHES 23353750 6.99 A

WOVENREFLE/ANTGR/X 36887310 32.00 A

FITTEDSL/SOLSL/XL/ 37094775 30.00 A

EPICPANT/ANTBK/2XL 37606176 45.00 A

HYPRWRMDEM/BKVOL/2 38317639 60.00 A

Loyalty Card ID: 1130115220

SUBTOTAL \$611.91

A = 7.725% Sales Tax \$47.27

T O T A L \$659.18

DEBIT VISA \$659.18

434257*****0130

PURCHASE

EXPIRY: **/** SWIPED

NAME: MICONE/ MICHAEL

AUTH# 562886

10-28-2014 12:37:05

REFERENCE #: 329617

10-28-2014 11:37:08 0575 003 765367 2844

@1414496229

Clothes Exp for Bell

Soccer & Workout
Clothes.

Just 1 of many
Expenses

EXHIBIT J

Mike Micone

From: Kerstan Hubbs [khubbs@live.com]
Sent: Wednesday, July 30, 2014 10:11 AM
To: mikemicone@gmail.com
Subject: RE: Bella

Follow Up Flag: Follow up
Flag Status: Flagged

Mike,

My major concern is that Bella be successful in school. I do not want to have a custody dispute. I have primary custody and ask that you leave it be. I feel like you are making a change in her custody when it is not in her best interest to do so. She is successful where she is at. This is about Bella, not you or I. I do not personally like my situation with Bella up there and me in Las Vegas and her not living with her brother, but she needs to be successful in school, and for the first time she has been. This is about what is in the best interest for Bella. I don't want her interrupted or pulled at from all sides right now. I want her to start school without a bunch of stress and family issues.

We need to be adults and just be there for her. At least you are physically near her. I am stuck in the middle of this god forsaken inferno working so that she can have a better life.

Kerstan

Date: Wed, 30 Jul 2014 07:57:59 -0700

Subject: Bella

From: mikemicone@gmail.com

To: khubbs@live.com

Kerstan,

I want you to know that I never talked with Bella about child support or ever pressured her to live with me. It has something you and I have discussed over the summer. I have worked hard to get a house so I could have that opportunity to have my kids be with me when Michael visits. It has been 12 months in the same house and I will be here for the next 8 months.

Although this house could never compete with my parents \$700,000 home, I do have a modest home where I had Bella's 16th birthday party here and you had over 15 family members all say they loved it here and thought I did a great job remodeling the home.

Michael does like it here as well but of course they both like my other home on Brightstone Ct. I will be staying here at the Jones home through next April 2015. Then I plan on moving into Brightstone Ct. Bella did tell me she wanted to move in with me but then changed her mind after I spoke with you. Again, this home can't compete with my parents but should she want to move in with me I have a room she decorated and painted. You have been here many times and I hope you feel that it would be a comfortable and safe home.

Until that time, I will want to see some adjustments to my daughters ability to see me and for me to be in the loop.

~~X~~ I had a talk with my parents about several issues I am having with them. This is what Bella told me they have been talking to her about which is completely unacceptable. I do not say anything negative to her about you or my parents. We have small simple discussions where she tells me what they say and she has said it makes her uncomfortable. I would like your support in the following:

- ~~X~~ 1) why are they telling Bella I am financially unstable - I have a new job where I will have the ability to stay in Reno and not have to travel unless its to Las Vegas to see Michael. As I started Accountants Inc with a new baby and just getting married, I am more stable now then when we moved to Vegas and started a business.
- 2) why do I have to find out after Bella is in ER after she is in the ER - I appreciate the call from you but by the time I heard Bella was sick she was already in ER. There is no reason you have to take the time to fill out a consent for my parents when I live right here. When I arrived, Bella was smiling and laughing and said it didn't hurt. My Mom said she would stay there with her and said it was okay for me to go and she would keep me updated. I checked on Bella several times and stopped by when she got home. She was fine but she did have a tough night. I hope we all learned what to do should the next time be more serious. I am right here and less than 2 miles from my parents and 1 mile from the hospital should something should happen.

~~X~~ After the hospital, I took Bella to the Chiropractor to have Dr Toby Dobler look at her alignment as she has been working out for soccer. Dr. Toby Dobler made a simple adjustment and said Bella's rib was out of alignment and suggested that could have been a cause for pain in her breathing. None the less I wanted to have him examine her. I was an athlete and I believe in Chiropractic care to keep the skeleton in alignment.

~~X~~ 3) why are they discussing child support with Bella - this is for you and i to discuss only. I never talk to Bella about any financial stuff with her. I think its unacceptable and not appropriate.

4) why are they continuing to make plans for Bella when I have made plans with her and they continue to disregard my plans

~~X~~ 5) why are they allowing Bella to have friends in the car when its illegal and we have all agreed not to have anyone in the car but family until 6 months after her she obtained her drivers Lic Chuck gave me some excuse and said the Police don't enforce this law. Maybe that's true but there is a reason for this law and that is because new drivers are not experienced enough and getting distracted or feeling over confident has killed passengers. I have talked to Bella about getting more comfortable with her car before she takes on the liability of another passenger. My name is on the title and the insurance. I am sure if Chuck's name was on the hook he may not let her drive with someone other than family. Again unacceptable as it is not there name on title of the car. Chuck said they can't control who Bella takes in the Sequoia. This is not acceptable. I did talk to a police officer and he did say that is not something they look for but if there was an accident she could receive a ticket and if someone happens to get hurt she could be arrested. So Chuck saying it okay is irresponsible.

There's one thing that I get upset about and that is when I have made everyone aware that I have plans and my Mom disregards those plans. Last weekend I told bella about I had made plans with Bella to spend time with her on Sunday and with a 1/2 day notice my mom bought tickets for Bella to go to a play. Again, not acceptable to me. I made plans and I am tired of the lack of communication. They dominate her time and prevent me from seeing her

~~X~~ I have worked hard as you know and I have done everything I can to get my bills all paid off so I can start saving and keep paying child support and afford to fly my son up to spend time with Bella and I this summer.

All the above is damaging to my relationship and Bella has told me she doesn't want them talking down about me anymore. I feel they are saying those things so she doesn't want to move in with me.

Bella and I have talked about the above items so she gets the truth. She still wanted to stay with them which is fine with me but I haven't seen any change from my parents. I will write on letter to them and cc you. I want my time with Bella to not be adjusted based in my moms belief that what she has for her is better.

Just to end this email as ONLY a way to communicate and to clear the air with some of the things you stated.

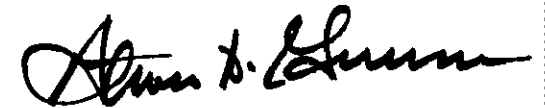
Thanks again,

Mike

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.5577 / Virus Database: 4223/8612 - Release Date: 11/22/14



CLERK OF THE COURT

1 RPLY
2 KERSTAN HUBBS
3 1319 Minuet Street
4 Henderson, NV 89052
5 Telephone: (702) 501-3442
6 Email: khubbs@live.com

7 *In Proper Person*

8
9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 KERSTAN D. MICONE,

12 Plaintiff,

13 v.

14 MICHAEL A. MICONE,

15 Defendant

Case No. D-08-388334-D

Dept. No. J

DATE OF HEARING: 1/15/2015

TIME OF HEARING: 10:00 AM

16
17 PLAINTIFF'S BRIEF REPLY TO DEFENDANT'S REPLY TO
18 OPPOSITION AND COUNTERMOTION

19 COMES NOW the Plaintiff, KERSTAN HUBBS (fka MICONE), in proper person and provides a
20 brief REPLY to Defendant, MICHAEL MICONE'S, REPLY prior to the upcoming hearing scheduled for
21 January 15, 2015.

22 KERSTAN will not focus on many of the allegations alleged in MICHAEL's reply as they are
23 largely untrue and irrelevant to both the motion and objection and counter motion on file with the court and
24 KERSTAN reincorporates all objections made to his motion and her counter motion for status quo
25 previously filed herein. However, KERSTAN would like to address the use of the *McMonigle* holding by
26 MICHAEL in this proceeding.

27 In *McMonigle v. McMonigle*, the court has held that when assessing the "changed circumstances" in
28 a motion for a change in custody, that the moving party must show that circumstances...have substantially

1 changed since the most recent custodial order...Events that took place before that proceeding [are]
2 inadmissible to establish a change of circumstances. 110 Nev. 1407, 1408 (1994).

3 Furthermore, in 2004, this court, in *Castle v. Simmons*, 120 Nev. 98 held that the *McMonigle*
4 "changed circumstances" doctrine does not apply when a party seeking to change custody attempts to
5 introduce evidence of domestic violence if the moving party or court was unaware of the existence or extent
6 of the conduct when the court rendered its prior custody decision. *Castle* overruled aspects of the
7 *McMonigle* holding in and of itself. In *Castle*, the court focused on the presumption under NRS
8 125c.230(1) that "when a parent engages in domestic violence, that parent's sole or joint custody is not in
9 the child's best interest." (EMPHASIS ADDED). The parent who engages in domestic violence must rebut
10 the court's presumption that sole or joint custody should not be with the perpetrator of abuse and the
11 standard of care in that argument must be raised from the preponderance of evidence to clear and
12 convincing evidence. *Id.*

13 The custodial order in this action occurred on April 17, 2009 when the decree of divorce was issued.
14 Custody has not changed in any way, except for when temporary orders were issued after MICHAEL hit
15 KERSTAN's vehicle with his car. MICHAEL has confirmed this much in page 2, line 16-17 of his REPLY
16 on file. MICHAEL for a specific period of time was afforded supervised visitation only. All other incidents
17 mentioned by KERSTAN in her objection took place AFTER the initial custody orders were issued in the
18 decree of divorce and can be assessed by this court when making a change of custody decision.

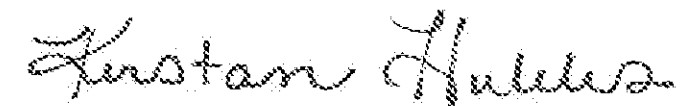
19 MICHAEL was charged with four (4) counts of assault with a deadly weapon. KERSTAN and the
20 parties' two (2) minor children were inside the vehicle. MICHAEL was also later arrested for child abuse.
21 He allegedly struck his girlfriend's son with a hanger. These events took place on November of 2009 and
22 June of 2010, respectively. Dr. Paglini provided his report to the court on March of 2010. These events
23 took place AFTER the custodial order, not before. That MICHAEL is attempting to avoid answering for his
24 actions and his psychological condition by and through his counsel's misapplication of the law is repugnant
25 to KERSTAN.

26 Furthermore, the court must not only address the "changed circumstances" evidence in this matter.
27 *McMonigle* speaks to the establishment of the first prong of *Murphy*, subsequently overruled by *Ellis*,
28 "changed circumstance" and also focuses on the "moving party". The second prong of *Ellis* entails the

1 analysis of the "best interest" of the child. 123 Nev.145 (2007). Would a modification serve the child's
2 best interest? The post custodial order actions and conduct by MICHAEL can be reviewed to assess
3 whether or not it is in Isabella's best interest to experience a change in custody at this time as well.

4 KERSTAN is remitting a recent text message received from her daughter while visiting MICHAEL
5 this holiday season. MICHAEL was allegedly screaming, texting, driving and perhaps intoxicated with both
6 children in the vehicle. See Exhibit 1. KERSTAN urges this court to take time to review the history of this
7 case in detail and further protect the custodial stability in place for the parties' minor daughter Isabella
8 Micone during her last 18 months of high school. Domestic abuse comes in many forms, some forms are
9 more covert than others, although the court readily assesses domestic violence, there is also financial,
10 verbal, emotional, and yes, legal abuse of process as well. KERSTAN has provided the court, through
11 Supplemental Exhibits on file, that MICHAEL seeks to "break KERSTAN," "make KERSTAN pay" and
12 threatens to "not stop" but rather "drain Kerstan of every penny he can."

13
14 DATED this 10th day of January, 2015.



KERSTAN HUBBS

1319 Minuet Street

Henderson, NV 89052

Telephone: (702) 501-3442

Email: khubbs@live.com

In Proper Person

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Donn W. Prokopius
Nevada State Bar No. 006460
Prokopius & Beesley
931 Third Street
Las Vegas, NV 89101

KERSTAN HUBBS
1319 Minuet Street
Henderson, NV 89052
Telephone: (702) 501-3442
Email: khubbs@live.com

EXHIBIT 1



Messages

Isabella



Contact

Sun, Dec 28, 5:16 PM

I'm pretty sure dad
is drunk and is
texting and driving
and screaming at
me with Mj in the
car



What? Tell him to
calm down. Does
he need directions?

No he has Siri



iMessage

Send


CLERK OF THE COURT

SUPP
BLACK & LOBELLO
John D. Jones, Esq.
Nevada State Bar No. 6699
10777 West Twain Avenue, Suite 300
Las Vegas, Nevada 89135
Telephone Number: 702-869-8801
Fax Number: 702-869-2669
Email Address: jjones@blacklobello.com
Attorneys for Plaintiff,
KERSTAN HUBBS f/k/a KERSTAN MICONE

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

KERSTAN HUBBS f/k/a KERSTAN
MICONE,

CASE NO.: D-08-388334-D

DEPT. NO.: J

Plaintiff,

vs.

MICHAEL MICONE,

Defendant.

PLAINTIFF'S SUPPLEMENTAL BRIEF AS REQUESTED BY THE COURT

Plaintiff, KERSTAN HUBBS f/k/a KERSTAN MICONE, ("Kerstan"), through her attorney of record, John D. Jones, Esq. of BLACK AND LOBELLO files Plaintiff's Supplemental Brief Concerning 529 College Savings Plan for Minor Isabella Micone as Requested by the Court on January 15, 2015.

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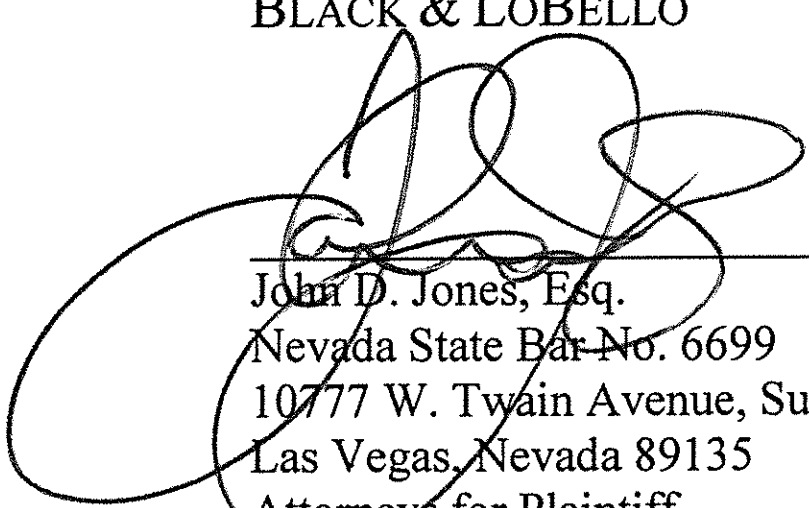
///

1 The attached Statement of Facts and Legal Argument support this supplemental brief
2 along with all other papers and pleadings on file herein or any oral argument that may be
3 adduced at any future hearing over this matter or prior motions and objections filed, as
4 necessary.

5 DATED this 23 day of January, 2015.

6 Respectfully submitted:

7 **BLACK & LOBELLO**

8
9
10 
11 John D. Jones, Esq.
12 Nevada State Bar No. 6699
13 10777 W. Twain Avenue, Suite 300
14 Las Vegas, Nevada 89135
15 Attorneys for Plaintiff,
16 KERSTAN HUBBS f/k/a KERSTAN MICONE

17 **I.**

18 **STATEMENT OF FACTS**

19 1. The defendant, MICHAEL MICONE ("Michael") and Kerstan opened a 529 tax-
20 savings, education plan for their daughter Isabella Micone while married.

21 2. The 529 plan was opened through a broker, known to Michael, by the name of
22 Kathy Bax who at that time was with First Financial Equity Corporation and/ or Tower Keep,
23 LLC.

24 3. The 529 Plan was created under American Funds and each year, if able to,
25 Michael and Kerstan would deposit tax-free funds in this account for their daughter, Isabella
26 Micone, to be used for her future college costs while married.

27 4. On record the account was owned by Michael for the benefit of Isabella C.
28 Micone and totaled near or around \$70,635.15 one month prior to the parties' divorce in April of
2009. See "Exhibit 1."

1 5. Michael, per the parties' divorce decree, was ordered to maintain the 529 plan for
2 the children with "both parties being named as custodians and requiring both signatures for any
3 withdrawals." See "Exhibit 2."

4 6. On May 8, 2012, by way of email correspondence, Kerstan was advised that the
5 529 plan was completely redeemed on April 25, 2011. See "Exhibit 3."

6 7. Michael was the owner of the account and thus the only plausible person to
7 redeem these funds and acknowledged the same in his recent reply to Kerstan's opposition on
8 Page 5, Line 9 that states that, "Michael used the money when he was financially struggling."
9 See "Exhibit 4."

10 8. Michael also retrieved the cash value of two (2) large insurance policies for both
11 Isabella Caroline and Michael Joseph Micone for his own personal use. See
12 "Exhibit 5." Under the decree, both policies were to be maintained for the children's' benefit.

13 9. On June of 2013, Kerstan attempted to bring this to the court's attention when
14 Michael later moved to reduce his monthly child support obligation by way of a Motion to Stay
15 et al. See "Exhibit 6."

16 10. The issue of the 529 funds was never formerly resolved as there were so many
17 other financial issues on the table, but the parties did come to an agreement on a few items, those
18 being outlined in the August 2013 order on file with the court. See "Exhibit 7."

19 11. It is important to note that one of those items mentioned in the order speaks to
20 Michael transferring "raw land" in California to Kerstan as Michael now is stating that this
21 transfer somehow resolved or extinguished the fact that he took the 529 funds from the account;
22 when this is not the case.

23 12. Sometime before the August 2013 order, in December of 2012, you will see a
24 Stipulation and Order signed by both Michael and Kerstan, which states the following on its
25 face: "The raw land located at 963 Smith Lake, Graeagle CA 96103, called out as "963 Smith
26 Creek" on the Decree of Divorce, and decreed as Michael's sole and separate property to be
27 transferred or conveyed to Kerstan Hubbs,...Michael can no longer make the mortgage, property
28

1 tax, or home association payments and Kerstan has been paying the mortgage for nearly two
2 years..." (Emphasis Added). See Exhibit 8.

3 13. The property at 963 Smith Creek was purchased at near or around March of 2006
4 for about \$380,000.00 and the parties took out a mortgage for \$284,500.00. Kerstan became
5 aware that Michael was not paying this mortgage in March or February of 2010 and later in
6 December of 2010 and January of 2011, when Kerstan's credit score became negatively
7 impacted due to reporting late mortgage payments on this property. See Exhibit 9.

8 14. As you can see in the December 2012 order, Kerstan had paid \$57,073.02 by
9 November of 2012, and would pay approximately 11 more payments at near or around \$2,200.00
10 a month, or an additional \$24,200.00 by the time she was able to refinance the remaining
11 \$215,730.83 in November of 2013. See Exhibit 10. That is \$81,273.02 in mortgage payments
12 and then a refinance pay-off for a total of \$297,003.85. The land has been on the market for over
13 a year at \$240,000.00 and has not sold to date. THE LAND WAS CLEARLY A LIABILITY
14 HARMING KERSTAN'S CREDIT; NOT AN ASSET THAT WAS GIVEN AWAY IN
15 EXCHANGE FOR TAKING THE CHILDREN'S 529 FUNDS. Mike clearly bargained and
16 made many offers to Kerstan, but the fact is Kerstan, was stuck on a mortgage and subject to
17 unreasonable proposals by Michael. Michael would not sign over the land to Kerstan and she
18 was more nervous that she would pay off the note only to have Michael fire sale the land out
19 from under her, which she believes he would have done in an instant based on his prior conduct.

20 II.

21 LEGAL ARGUMENT

22 The 529 College Savings plan was an asset held for Isabella Micone, the child at issue in
23 the current Motion to Change Custody et al under review by this court. Kerstan has introduced
24 this evidence to demonstrate that Michael has not managed assets of the children with care in the
25 past. As such, it would not be in the best interest of Isabella Micone to change custody at this
26 time, as Michael is attempting to eliminate his child support requirement for Isabella.

27 Although no intrinsic to the current motion and opposition, the majority of current child
28 support is transferred by wire each month to an account managed by Isabella and her

1 grandparents for her daily care. In addition to \$600.00 that Kerstan directs up to Bella, Kerstan
2 also pays the following: private school tuition, cell phone bills, major medical insurance
3 premiums, car payment and insurance. Kerstan only receives about \$800.00 for Isabella Micone
4 each month; if any is received at all. Kerstan clearly does not utilize child support for any of her
5 own personal needs and expends quite more on Isabella than is provided to her by Michael.
6 Michael's mother has stated the same in the Supplemental Exhibit filed on November 2014.

7 **III.**

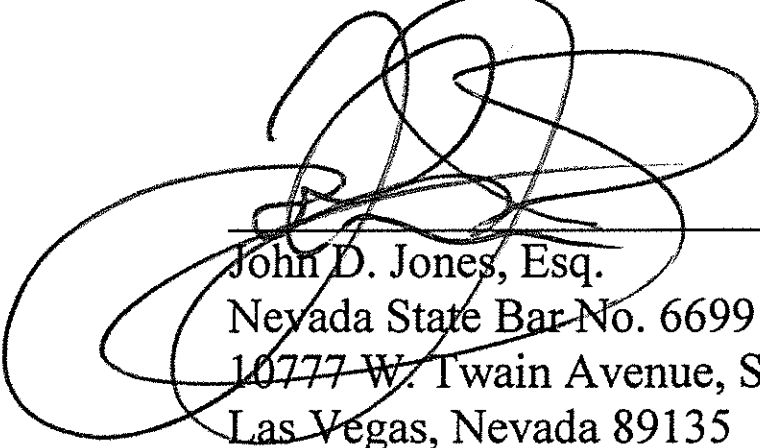
8 **CONCLUSION**

9 This supplemental brief was requested by the court and Kerstan has prepared the
10 evidence submitted herein to further demonstrate that it would not be in Isabella Micone's best
11 interest to change custody at this time. Isabella is in a stable environment attempting to finish
12 her last 18 months of high school. This evidence shows that Michael would not be a good
13 custodian of Isabella's finances, a job typically provided to the parent in which the child has
14 primary physical custody. Although away at private school during the semester, Kerstan
15 continues to support Isabella financially and takes care of her assets accordingly.

16 DATED this 23 day of January, 2015.

17 Respectfully submitted:

18 **BLACK & LOBELLO**

19 
20 _____
21 John D. Jones, Esq.
22 Nevada State Bar No. 6699
23 10777 W. Twain Avenue, Suite 300
24 Las Vegas, Nevada 89135
25 Attorneys for Plaintiff,
26 KERSTAN HUBBS f/k/a KERSTAN MICONE
27
28

CERTIFICATE OF SERVICE

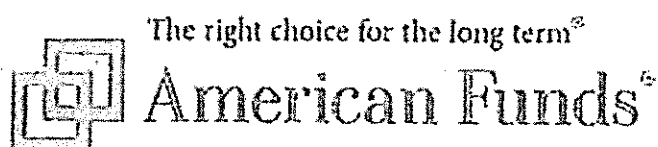
I HEREBY CERTIFY that on the 23 day of January, 2015 I served a copy of the
PLAINTIFF'S SUPPLEMENTAL BRIEF AS REQUESTED BY THE COURT, upon each of the parties by
electronic service through Wiznet, the Eighth Judicial District Court's e-filing/e-service system,
pursuant to N.E.F.C.R. 9; and by depositing 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
Attorneys for Defendant


an Employee of BLACK & LOBELLO

Exhibit 1

Exhibit 1



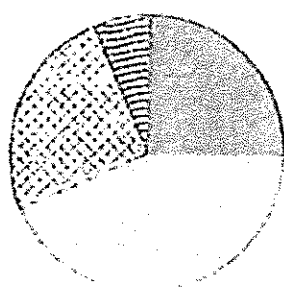
Quarterly Statement
March 31, 2009

Page 2 of 4

Quarterly summary

	Value on 12/31/08	+	Additions	+ Reinvested dividends and capital gains	-	Withdrawals	+/-	Change in account value	=	Value on 03/31/09	Ending share balance
Totals	\$77,382.72		\$0.00	\$503.33		\$0.00		-\$7,250.90		\$70,635.15	*

Your investment portfolio



<input type="checkbox"/> Growth	24.80%
AMCAP Fund-529A	
New Perspective Fund-529A	
<input checked="" type="checkbox"/> Equity-income	25.41%
Capital Income Builder-529A	
The Income Fund of America-529A	

<input type="checkbox"/> Growth-and-income	43.12%
American Mutual Fund-529A	
Capital World Growth and Income-529A	
Washington Mutual Investors Fund-529A	
<input checked="" type="checkbox"/> Balanced	6.67%
American Balanced Fund-529A	

Year-to-date dividends and capital gains

	Account #	Fund #	Dividends	Short-term capital gains	Long-term capital gains
VCSP/COLLEGEAMERICA					
MICHAEL A MICONE OWNER					
FBO ISABELLA C MICONE					
American Mutual Fund-529A	68509670	1003	\$90.33	\$0.00	\$0.00
Capital World Growth and Income-529A	68509670	1033	\$85.92	\$0.00	\$0.00
Washington Mutual Investors Fund-529A	68509670	1001	\$58.75	\$0.00	\$0.00
Capital Income Builder-529A	68509670	1012	\$148.85	\$0.00	\$0.00
The Income Fund of America-529A	68509670	1006	\$79.15	\$0.00	\$0.00
American Balanced Fund-529A	68509670	1011	\$40.33	\$0.00	\$0.00
Totals			\$503.33	\$0.00	\$0.00

Year-to-date history

VCSP/COLLEGEAMERICA
MICHAEL A MICONE OWNER
FBO ISABELLA C MICONE

AMCAP Fund - Class 529A

Account # 68509670 Fund # 1002
Symbol CAFAX

Successor owner: Kerstan D. Micone
Dividends and capital gains must be reinvested
Per-share average cost: Not available (please see back of statement)

Trade date	Description	Dollar amount	Share price	Shares transacted	Share balance
01/01/09	Beginning balance	\$5,387.09	\$12.04		447.433
	No activity this period				
03/31/09	Ending balance	\$5,114.16	\$11.43		447.433

Rollovers. If you invest in CollegeAmerica with funds rolled over from another 529 plan, a qualified U.S. savings bond or a Coverdell education savings account, you'll need to give us appropriate documentation from the transferring institution showing the earnings portion of the rollover. We must treat the entire rollover as earnings if this is not provided.

Exhibit 2

Exhibit 2

1 be irrevocably named the beneficiary of this policy. Michael can name a person of his
2 choice as beneficiary to hold the benefit of this policy in trust for the children.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
4 with Penn Mutual Life Insurance Company with a benefit of \$7,000,000.00 on Michael's
5 life, owned by GristMill Trust, currently in place, shall be maintained by Michael, with
6 Michael paying the premium for the policy on his own life. The children shall be
7 irrevocably named the beneficiary of this policy. Michael can name a person of his choice
8 as beneficiary of this policy in trust for the children.
9

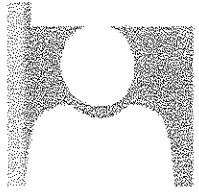
10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all accounts,
11 including prepaid tuition and 529 accounts, or life insurance policies in existence for the
12 benefit of the children, or insuring their lives, shall be maintained for said children with
13 both parties being named as custodians and requiring both signatures for any
14 withdrawals.
15

16 IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties will file
17 joint tax returns for 2008 with Michael being responsible for any liability and entitled to any
18 refund therefore. The parties will file separate returns for 2009 and every year thereafter
19 with Kerstan claiming Michael as a dependent for tax purposes and Michael claiming
20 Isabella as a dependant for tax purposes. The parties shall alternate claiming Michael
21 each year once Isabella emancipates.
22
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Exhibit 3

Exhibit 3

RE: 529 and Coverdell%E2%80%8F



Kerstan Hubbs 5/08/12

To: kathy@towerkeep.net

Kathy,

Can the Coverdell be used for tutoring after school at a legitimate facility. I have signed Bella up for the Tutoring Club. She goes M-TH from 4PM to 6PM. She needs homework assistance and math remediation prior to starting high school. I purchased a certain amount of hours, it totals almost \$5K.

Thanks,
Kerstan

From: kathy@towerkeep.net
To: khubbs@live.com
Subject: 529 and Coverdell
Date: Tue, 8 May 2012 07:51:31 -0700

529 was completely redeemed 04/25/11 ✱

There is \$2,722.77 in Coverdell. Coverdell cannot be used for college, needs to be used for pre-college expenses.

Kathy Bax

Tower Keep, LLC

Registered Investment Advisor

10300 W. Charleston Blvd. 13-185

Las Vegas, NV 89135

(702) 845-1765

Please visit my blog: <http://towerkeep.wordpress.com>

Exhibit 4

Exhibit 4

1 MICHAEL has been solely responsible for all of these expenses even though KERSTAN agreed
2 to pay for these costs. MICHAEL also helps out with the cost of Bella's clothes, food and other
3 of his daughter's daily living expenses.
4

5 7. KERSTAN claims that MICHAEL has taken funds from a Coverdale Account for
6 tutoring and private school tuition from a 529 Plan established for the children's college and
7 Penn Mutual Insurance, which KERSTAN claims amounts to \$251,316.10 and she is requesting
8 that MICHAEL pay back the funds taken. The parties have already gone to court over these
9 funds. MICHAEL used the money when he was struggling financially. KERSTAN agreed to
10 let MICHAEL have access to these funds in exchange for which MICHAEL agreed to
11 KERSTAN receiving the Smith's Creek property, which at the time had a net value of
12 \$250,000.00. Thus, this is a nonissue. KERSTAN's request that MICHAEL pay back these
13 funds is ludicrous unless she is prepared to give the Smiths Creek property back to MICHAEL -
14 which is not going to happen because KERSTAN has already sold the property.
15
16

17 8. KERSTAN claims that MICHAEL'S contact with Bella has been inconsistent.
18 MICHAEL visits and speaks with Bella every chance he gets. If he sometimes has difficulty
19 doing so it is because his parents are keeping the child so busy that Bella has no time for anyone
20 else. Even KERSTAN's family has encountered the same problem. KERSTAN's parents no
21 longer try and see Bella because of how MICHAEL's parents treat them. MICHAEL's parents
22 will not cooperate with KERSTAN's parents or relatives when they try and make plans to spend
23 time with Bella. MICHAEL's parents always had an excuse why Bella is not available to spend
24 time with them. After a while KERSTAN's parents stopped trying. If Bella lived with
25 MICHAEL he would see that Bella spent time with KERSTAN's family in Reno.
26
27
28

Exhibit 5

Exhibit 5

GRIST MILL LIVING BENEFITS TRUST
100 GRIST MILL ROAD
SIMSBURY, CT 06070

MICHAEL MICONE
1242 SONATINA DRIVE
HENDERSON, NV 89052

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. GRIST MILL LIVING BENEFITS TRUST 100 GRIST MILL ROAD SIMSBURY, CT 06070		1 Rents	OMB No. 1545-0115		2010 Miscellaneous Income
		2 Royalties	Form 1099-MISC		
PAYER'S federal identification number 20-6695453	RECIPIENT'S identification number	3 Other income * \$119,659.09	4 Federal income tax withheld	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
RECIPIENT'S name, street address, city, state, and ZIP code MICHAEL MICONE 1242 SONATINA DRIVE HENDERSON, NV 89052		5 Fishing boat proceeds	6 Medical and health care payments		
		7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds		
Account number (see instructions)		11	12		
		13 Excess golden parachute payments	14 Gross proceeds paid to an attorney		
15a Section 409A deferrals	15b Section 409A income	16 State tax withheld	17 State/Payer's state no. NV	18 State income	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

1099-Misc Instructions for Recipient

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from self-employment is \$400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 334 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-ES. Individuals must report these amounts as explained in the box 7 instructions on this page. Corporations, fiduciaries, or partnerships must report the amounts on the proper line of their tax returns.

Form 1099-MISC incorrect? If this form is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your income correctly.

Boxes 1 and 2. Report rents from real estate on Schedule E (Form 1040). However, report rents on Schedule C or C-EZ (Form 1040) if you provided significant services to the tenant, sold real estate as a business, rented personal property as a business, or you and your spouse elected to be treated as a qualified joint venture. Report royalties from oil, gas, or mineral properties on Schedule E (Form 1040). However, report payments for a working interest as explained in the box 7 instructions. For royalties on timber, coal, and iron ore, see Pub. 544.

Box 3. Generally, report this amount on the "Other income" line of Form 1040 and identify the payment. The amount shown may be payments received as the beneficiary of a deceased employee, prizes, awards, taxable damages, Indian gaming profits, or other taxable income. See Pub. 525. If it is trade or business income, report this amount on Schedule C, C-EZ, or F (Form 1040).

Box 4. Shows backup withholding or withholding on Indian gaming profits. Generally, a payer must backup withhold at a 28% rate if you did not furnish your taxpayer identification number. See Form W-9 and Pub. 505 for more information. Report this amount on your income tax return as tax withheld.

Box 5. An amount in this box means the fishing boat operator considers you self-employed.

Report this amount on Schedule C or C-EZ (Form 1040). See Pub. 334.

Box 6. For individuals, report on Schedule C or C-EZ (Form 1040).

Box 7. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show cash you received for the sale of fish. If payments in this box are SE income, report this amount on Schedule C, C-EZ, or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and cannot get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 8). You must also complete Form 8919 and attach it to your return.

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as a result of a loan of your securities. Report on the "Other income" line of Form 1040.

Box 9. If checked, \$5,000 or more of sales of consumer products was paid to you on a buy-sell, deposit-commission, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C or C-EZ (Form 1040).

Box 10. Report this amount on line 8 of Schedule F (Form 1040).

Box 13. Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 instructions for where to report.

Box 14. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15a. May show current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current and prior year deferrals.

Box 15b. Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 15a that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040. See "Total Tax" in the Form 1040 instructions.

Boxes 16-18. Shows state or local income tax withheld from the payments.

SADI 05
100 GRIST MILL ROAD
SIMSBURY, CT 06070
860/408-7000

MICHAEL MICONE
1242 SONATINA DRIVE
HENDERSON, NV 89052

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. SADI 05 100 GRIST MILL ROAD SIMSBURY, CT 06070 860/408-7000		1 Rents	OMB No. 1545-0115		2010 Miscellaneous Income
		2 Royalties	Form 1099-MISC		
PAYER'S federal identification number 20-6695210	RECIPIENT'S identification number 1	3 Other income * \$58,299.09	4 Federal income tax withheld	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
RECIPIENT'S name, street address, city, state, and ZIP code MICHAEL MICONE 1242 SONATINA DRIVE HENDERSON, NV 89052		5 Fishing boat proceeds	6 Medical and health care payments		
		7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds		
		11	12		
Account number (see instructions)		13 Excess golden parachute payments	14 Gross proceeds paid to an attorney		
15a Section 409A deferrals	15b Section 409A income	16 State tax withheld	17 State/Payer's state no. NV	18 State income	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

1099-Misc Instructions for Recipient

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from self-employment is \$400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 334 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-ES. Individuals must report these amounts as explained in the box 7 instructions on this page. Corporations, fiduciaries, or partnerships must report the amounts on the proper line of their tax returns.

Form 1099-MISC incorrect? If this form is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your income correctly.

Boxes 1 and 2. Report rents from real estate on Schedule E (Form 1040). However, report rents on Schedule C or C-EZ (Form 1040) if you provided significant services to the tenant, sold real estate as a business, rented personal property as a business, or you and your spouse elected to be treated as a qualified joint venture. Report royalties from oil, gas, or mineral properties on Schedule E (Form 1040). However, report payments for a working interest as explained in the box 7 instructions. For royalties on timber, coal, and iron ore, see Pub. 544.

Box 3. Generally, report this amount on the "Other income" line of Form 1040 and identify the payment. The amount shown may be payments received as the beneficiary of a deceased employee, prizes, awards, taxable damages, Indian gaming profits, or other taxable income. See Pub. 525. If it is trade or business income, report this amount on Schedule C, C-EZ, or F (Form 1040).

Box 4. Shows backup withholding or withholding on Indian gaming profits. Generally, a payer must backup withhold at a 28% rate if you did not furnish your taxpayer identification number. See Form W-9 and Pub. 505 for more information. Report this amount on your income tax return as tax withheld.

Box 5. An amount in this box means the fishing boat operator considers you self-employed.

Report this amount on Schedule C or C-EZ (Form 1040). See Pub. 334.

Box 6. For individuals, report on Schedule C or C-EZ (Form 1040).

Box 7. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show cash you received for the sale of fish. If payments in this box are SE income, report this amount on Schedule C, C-EZ, or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and cannot get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 8). You must also complete Form 8919 and attach it to your return.

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as a result of a loan of your securities. Report on the "Other income" line of Form 1040.

Box 9. If checked, \$5,000 or more of sales of consumer products was paid to you on a buy-sell, deposit-commission, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C or C-EZ (Form 1040).

Box 10. Report this amount on line 8 of Schedule F (Form 1040).

Box 13. Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 instructions for where to report.

Box 14. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15a. May show current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current and prior year deferrals.

Box 15b. Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 15a that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040. See "Total Tax" in the Form 1040 instructions.

Boxes 16-18. Shows state or local income tax withheld from the payments.

Exhibit 6

Exhibit 6

1 fees to date. Additionally, Mike conveyed the property into a limited liability company, "Sunset
2 Creek LLC" and the LLC is currently in default status and will take approximately \$1,600.00 to
3 reinstate at the Secretary of State of Nevada's office. See "Stipulated Order" and EXHIBIT
4 F "Payment to Smith Creek Owners Association." The repeated 30, 60 and even 90 day late
5 payment history has injured Kerstan's credit and has made it difficult for her to cover her
6 monthly expenses while assuming this new monthly mortgage obligation. Kerstan asks that
7 Mike reimburse her for the cost to date and/or facilitate the conveyance by reinstating the
8 company and transferring the property. Prior to the Stipulation and Order, Michael stated that
9 he wanted to be partners with Kerstan on the land, but he failed to make any contribution
10 towards the payment and ultimately agreed to sign the Stipulation and Order.

- 11 f) To maintain the Pacific Life Insurance with benefit of \$750,000.00 on Michael's life with
12 Kerstan irrevocably named as the beneficiary of this policy in trust for the benefit of the
13 children. See "Decree" Page 16 ¶ 12. Upon information and belief, this policy has likely
14 lapsed and Kerstan would like to request that Michael furnish proof of payment and that the
15 policy is still in effect for the children to date.
- 16 g) To maintain the Penn Mutual Life Insurance policies held in benefit for the children under
17 SADI and Gristmill Trusts. See "Decree" Page 16 ¶ 25 and Page 17 ¶ 3. Kerstan received
18 two Forms 1099-MISC in the name of Michael Micone for the tax year totaling \$58,299.09 and
19 \$119,659.09 respectively in the mail. See EXHIBIT G "IRS FORM 1099(s)." Kerstan
20 believes the property was either: 1) community property in nature or 2) property held for the
21 children's benefit, not the sole and separate property of Michael, and would like the court to
22 determine the nature of said property and if and how it should be reimbursed.
- 23 h) To maintain the children's 529 account and name both parties as custodians. See "Decree"
24 Page 17 ¶ 10. Kerstan was informed by Michael's financial advisor, Kathy Bax that Kerstan
25 could not be a custodian on said account after the Decree was signed by the court and has
26 recently been informed that all money in the children's 529 account was taken and utilized by
27 Michael. See EXHIBIT H "Email from Kathy Bax." Kerstan believes the property was
28 property of the children and was to be held for the children's benefit, not the sole and separate

Exhibit 7

Exhibit 7

Alvin L. Blum

CLERK OF THE COURT

1 **ORDR**

2 **KERSTAN HUBBS**

3 1242 Sonatina Drive

4 Henderson, Nevada 89052

5 Phone (702) 501-3442

6 Facsimile: (702) 534-1697

7 *In Proper Person*

8
9 **EIGHTH JUDICIAL DISTRICT COURT**
10 **FAMILY DIVISION – JUVENILE**
11 **CLARK COUNTY, NEVADA**

12 **KERSTAN MICONE,**
13 **Plaintiff**

Case No.: D-08-388334-D

Dept. No.: J

14 **vs.**

15 **MICHAEL MICONE,**
16 **Defendant.**

17 **ORDER**

18 This matter having come before this Honorable Court on this twenty sixth day of June,
19 2013, Plaintiff, Kerstan Micone, appearing and representing herself and Defendant, Michael
20 Micone, appearing and representing himself; the Court noted Defendant had not filed an
21 Opposition. Defendant responded he had discussed the issues with Plaintiff and they had
22 resolved some of the issues.

23 **THE PARTIES STIPULATED TO THE FOLLOWING:**

- 24 1. Defendant will add Michael (son) as a beneficiary to the life insurance policy, and he
25 will provide Plaintiff with an irrevocable written consent for the Insurance Company
26 to release information to Plaintiff with regard to the account.
27 2. Defendant will execute the documents to transfer the land in California to Plaintiff.
28 Plaintiff will be responsible for any delinquencies.

*
29 **RECEIVED**

30 **AUG 28 2013**

31 **Non-Trial Dispositions:**

- 32 ☐ Other
33 ☐ Dismissed - Want of Prosecution
34 ☐ Involuntary (Statutory) Dismissal
35 ☐ Default Judgment
36 ☐ Transferred
37 ☐ Settled/Withdrawn
38 ☐ Without Judicial Conf/Hrg
39 ☒ With Judicial Conf/Hrg
40 ☐ By ADR

41 **Trial Dispositions:**

- 42 ☐ Disposed After Trial Start
43 ☐ Judgment Reached by Trial

1 3. Defendant agreed to pay Plaintiff \$100.00 on the 17th of each month to pay off the
2 \$7,000.00, which was removed from the equity line account, and \$1,000.00 towards
3 Isabella's tutoring costs.

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

6 **COURT ORDERED THE FOLLOWING:**

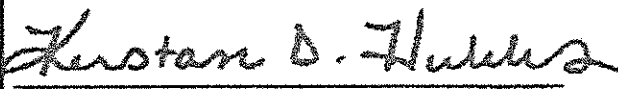
- 7 1. Stipulation AFFIRMED and ADOPTED.
8 2. If Defendant falls more than thirty (30) days delinquent with his \$100.00 per month
9 payments, the entire amount shall become immediately due and payable, REDUCED
10 TO JUSDGMENT, and collectible by any legal means.
11 3. Defendant shall provide Plaintiff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

14 CASE CLOSED with Order.

15 DATED this 29 day of August, 2013.

16
17 
18 DISTRICT COURT JUDGE
KENNETH E. POLLOCK

19
20
21 Submitted By:

22 
23 Kerstan D. Hubbs
24 1242 Sonatina Drive
25 Henderson, Nevada 89052
26 Phone (702) 501-3442
27 In Proper Person
28

Accepted as to Form and Content:



Michael A. Micone
4308 Elmwood Lane
Reno, NV 89059
Phone: (702) 339-1113
In Proper Person

Exhibit 8

Exhibit 8

Exhibit 8

1 SAO
(Your name) Kerstan Hubbs
2
(Address) 1242 Sonatina Drive
3
Henderson, NV 89052
4
(Telephone) 702-501-3442
5
In Proper Person

FILED

DEC 19 7 56 AM '12

Ann L. Shuman
CLERK OF THE COURT

DISTRICT COURT

8 Kerstan D. Micone CLARK COUNTY, NEVADA
9 Plaintiff,)
10 vs.) CASE NO.: D-08-388334-D
11 Michael A. Micone)
12 Defendant.) DEPT. NO.: J

STIPULATION AND ORDER

14 COME NOW the parties, (Plaintiff's name) Kerstan D. Micone and
15 (Defendant's name) Michael A. Micone, both in Proper Person, and
16 hereby stipulate and agree to the following:

17 The raw land located at 963 Smith Lake, Graeagle, CA 96103, called out as "963 Smithcreek" on
18 the Decree of Divorce, and decreed as Michael's sole and separate property to be transferred or
19 conveyed to Kerstan Hubbs, by way of transfer to the KDH Family Trust dated May 1, 2009.
20 Michael can no longer make the mortgage, property tax, or home association payments and
21 Kerstan has been paying the mortgage for nearly two (2) years. Kerstan agrees to hold the property
22 in trust for the Parties' children, Isabella C. Micone and Michael J. Micone, for their benefit and use.
23 Kerstan will provide a non revocable license to use the land to Michael for recreation and benefit.

(CHECK ONLY ONE BOX)

* ☒ No hearing is currently scheduled.

RECEIVED

DEC 12 2012

DEPT. J

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November 5, 2006
ALL RIGHTS RESERVED

1
t:\orders\slp\proceeds.doc (R45)
Use only most current version.
Please call the Self-Help Center to confirm most current version.

OR

☐ The hearing currently scheduled for (date) _____ at (time)

_____.m. should be taken off calendar.

DATED this 11th day of (month) December, 2012

(Plaintiff's signature) Kerstan D. Micone, currently "Hubbs"

(Plaintiff's name) Kerstan D. Micone, currently "Hubbs"

(Address) 1242 Sonatina Drive

Henderson, NV 89052

(Telephone) 702-501-3442

In Proper Person

DATED this 11th day of (month) Dec., 2012

(Defendant's signature) Michael A. Micone

(Defendant's name) Michael A. Micone

(Address) 4308 Elmwood Lane

Reno, NV 89509

(Telephone) 702-339-1113

In Proper Person

1 ACKNOWLEDGMENT

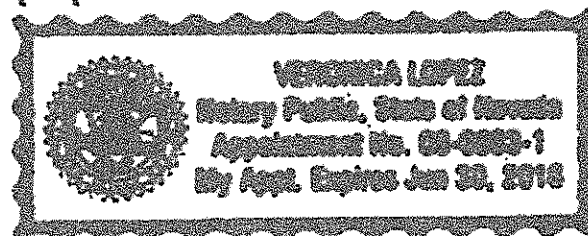
2 STATE OF NEVADA)
3)ss:
4 COUNTY OF CLARK)

5 On this 11 day of (month) DECEMBER, (year) 2012, before me, the undersigned
6 Notary Public in and for the said County and State, personally appeared (Plaintiff's name)
7 Kerstan D. Micone, known to me to be the person described in and who
8 executed the foregoing Stipulation and Order, and who acknowledged to me that (check one) ☐ he/
9 ☒ she did so freely and voluntarily and for the uses and purposes therein mentioned.

10 WITNESS my hand and official seal.

11 [Signature]

12
13 Signature of notarial officer



14 ACKNOWLEDGMENT

15 California
16 STATE OF ~~NEVADA~~)
17 Santa Clara)ss:
COUNTY OF ~~CLARK~~)

18 On this 7th day of (month) Dec, (year) 12, before me, the undersigned
19 Notary Public in and for the said County and State, personally appeared (Defendant's name)
20 Michael A. Micone, ~~known to me to be~~ ^{known to me to be} the person described in and who
21 executed the foregoing Stipulation and Order, and who acknowledged to me that (check one) ☒ he/
22 ☐ she did so freely and voluntarily and for the uses and purposes therein mentioned.

23 WITNESS my hand and official seal.

24 [Signature]

25
26 Signature of notarial officer



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On 7th Dec 2012 before me, K. KAUR, Notary Public
(Here insert name and title of the officer)

personally appeared Michael A. Nicone

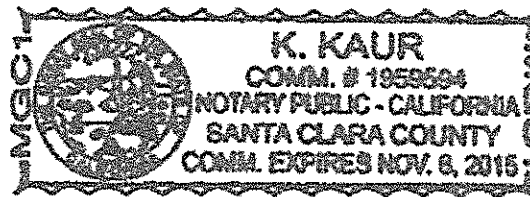
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his)/her/their authorized capacity(ies), and that by (his)/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K. Kaur
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Stipulation and Order
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3+1 Document Date 12/7/2012

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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ORDER

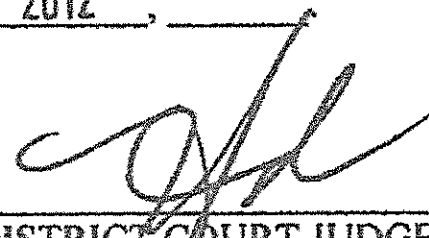
UPON A READING of the foregoing Stipulation of the parties and good cause appearing,

IT IS HEREBY ORDERED that the parties' stipulation is adopted and made an Order of
this Court.

IT IS FURTHER ORDERED that hearing presently scheduled for (date) _____

_____ at (time) _____ .m. shall be taken off calendar.

DATED this _____ day of DEC 17 2012, _____



DISTRICT COURT JUDGE
KENNETH E. POLLOCK



Respectfully Submitted:

(Your signature) Kerstan Hubbs
(Your name) Kerstan Hubbs
(Address) 1242 Sonotina Drive
Henderson, NV 89052
(Telephone) (702) 501-3442
In Proper Person

Payments Made to Chase for 963 Smith Lake Road

date	amount	Description	
3/7/2011	\$9,422.40	Online Reference TBDB8X5L (Feb, March & April)	
7/14/2011	\$8,500.00	Online Reference GB2BINT9	
8/22/2011	\$2,553.85	Online Reference FBFBJNES	
9/12/2011	\$2,553.85	Online Reference 2B9BRVNG	
10/25/2011	\$2,553.85	Green Valley Pkwy & Horizon Check No. 1452	
11/28/2011	\$2,453.93	Green Valley Pkwy & Horizon	
12/29/2011	\$2,453.93	Horizon Marketplace	
1/31/2012	\$2,453.93	Paseo Verde Branch Check No. 1491	
2/21/2012	\$2,400.00	Online Reference EBNB6PHP	
3/17/2012	\$2,453.93	Green Valley Pkwy & Horizon	
4/16/2012	\$2,453.93	Check No. 1544	
5/25/2012	\$2,227.12	Paseo Verde Branch	
6/23/2012	\$2,453.93		32914202
7/27/2012	\$2,421.11		33334415
8/20/2012	\$2,453.93	Green Valley Pkwy & Horizon	
9/25/2012	\$2,421.11		34134615
10/30/2012	\$2,421.11		34619398
11/27/2012	\$2,421.11		35013940

Total \$57,073.02

Exhibit 9

Exhibit 9

File Number: 312209099
Page: 2 of 8
Date Issued: 10/28/2011

POB 24696
COLUMBUS, OH 43224-0696
(800) 848-9136

Balance:	\$234,151
Date Updated:	08/31/2011
High Balance:	\$284,500
Last Payment:	08/24/2011

Account Type: Mortgage Account
Responsibility: Joint Account
Terms: \$2554 Monthly for 240 months
Date Opened: 03/09/2006

Maximum Delinquency of 60 days occurred in 07/2010 for \$6,681.

[illegible]

The following accounts are reported with no adverse information.

PO BOX 17054
WILMINGTON, DE 19850-7054
(800) 421-2110

Balance:	\$5,618
Date Updated:	10/03/2011
High Balance:	\$21,107
Credit Limit:	\$6,400
Last Payment:	09/28/2011

Account Type: Revolving Account
Responsibility: Individual Account
Terms: Minimum \$125
Date Opened: 06/03/2006

Late Payments (61 Months)	30	60	90+	Last 41 months
	0	0	0	

OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
sep	aug	jul	jun	may	apr	mar	feb	'11	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	'10	dec	nov	oct		
OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK									
sep	aug	jul	jun	may	apr	mar	feb	'09	dec	nov	oct	sep	aug	jul	jun	may									

PO BOX 17054
WILMINGTON, DE 19850-7054
(800) 421-2110

Balance:	\$0
Date Updated:	05/11/2009
High Balance:	\$21,10/
Credit Limit:	\$15,000
Last Payment:	04/30/2009

Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 06/03/2006
Date Closed: 05/11/2009
Date Paid: 04/30/2009

Late Payments (35 Months)	30	60	90+	Last 35 months
	0	0	0	

[illegible]

Exhibit 10

Exhibit 10

Mortgage Account Summary

Customer: KERSTAN D MICONE

Account: CA/NV Mortgage #705517191

Assessment Value
#265,544

Related Customers

Name	Relationship	SSN/EIN	Date of Birth
MICHAEL A MICONE	Primary Borrower	XXX-XX-7058	05/28/1968
KERSTAN D MICONE	Prim Borrower (S)	XXX-XX-8509	08/30/1973

Comments

No Comments Available.
No Alert, General, or Summary Comments returned.

Account Details

Product Description:	Conventional Without PMI	Property Type:	Land And Developed Lots
Product Code:		Loan Purpose:	Refinance No Cash Out
Account Status:	No paid in full stop	Insurance Policy Number:	LANDONLY
Property Occupied By:	Investment property (non-owner occupied)	Tax Parcel Number:	123221032000
Mailing Address:	C/O TOWER KEEP 10300 W CHARLESTON BLVD 13-185 LAS VEGAS, NV 89135-0000 United States / US Territories	Collateral Address:	963 SMITH LAKE RD GRAEAGLE, CA 96103-0000 United States / US Territories
Term (months):	240	Original Loan Amount:	\$284,500.00 *
Property Owner:	MICHAEL A MICONE KERSTAN D MICONE		

Financial Information

Current Interest Rate:	7.125%	Note Date:	03/09/2006
Principal Balance:	\$240,670.73	Maturity Date:	03/01/2026
Acquired Date:		Principal On Acquired Date:	\$0.00
Billing Method:	Bill And Receipt	Scheduled Additional Principal Amount:	\$0.00
Last Fast Pay Bank Name:	NEVADA STATE BANK	Last Fast Pay Bank Routing #:	122400779

**A. Settlement Statement (HUD-1)**

Lawyers Title of Nevada
10801 W. Charleston Blvd, Suite 225
Las Vegas, NV 89135

OMB Approval No. 2502-0265

**ESTIMATED - Figures subject
to change**

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 03104430-310 MM6
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins		7. Loan Number: 0365492446
		8. Mortgage Insurance Case Number:	

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name of Borrower: Hubbs, Kerstan D.

Address of Borrower: 1242 Sonatina Drive
Henderson, NV 89052

E. Name of Seller:

Address of Seller:

F. Name of Lender: Wells Fargo Bank N.A. ISAOA
Address of Lender: 800 Walnut Street Des Moines, IA 50309

G. Property Location: 236 Misty Garden Street,
Henderson, NV 89012
Clark 178-21-212-040

H. Settlement Agent: Lawyers Title of Nevada
(702) 385-4141
10801 W. Charleston Blvd, Suite 225, Las Vegas, NV
89135
Place of Settlement: Lawyers Title of Nevada
(702) 385-4141
10801 W. Charleston Blvd Suite 225, Las Vegas, NV
89135

I. Settlement Date: Proration Date: Funding Date: Disburse Date: Signing Date:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3,499.32	403.	
104. Payoff to Chase	215,730.83	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due from Borrower	219,230.15	420. Gross Amount Due to Seller	
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	134,500.00	502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	to	511. County taxes	to
212. Assessments	to	512. Assessments	to
213. Proceeds frp, 0365493964	93,000.00	513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	227,500.00	520. Total Reduction Amount Due Seller	
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	219,230.15	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	227,500.00	602. Less reductions in amount due seller (line 520)	
303. Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	8,269.85	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	0.00

IN THE SUPREME COURT OF THE STATE OF NEVADA

KERSTAN MICONE,
N/K/A KERSTAN HUBBS,

Appellant,

vs.

MICHAEL MICONE,

Respondent;

Electronically Filed
Oct 12 2015 12:24 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

S.C. DOCKET NO.: 67934
D.C. Case No. D-08-388334-D

APPELLANT'S APPENDIX

Volume I of II

ATTORNEYS FOR APPELLANT

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DESCRIPTION	DATE FILED	VOL./PAGE NO.
Supplemental Exhibits in Support of Plaintiff's Opposition to Defendant's Motion and Countermotion	11/30/2014	I/AA 000161 - AA 000170

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11 **KERSTAN MICONE**


CLERK OF THE COURT

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

12 **KERSTAN D. MICONE,**

13 Plaintiff,

14 vs.

15 **MICHAEL A. MICONE,**

16 Defendant.

CASE NO.: D-08-388334-D

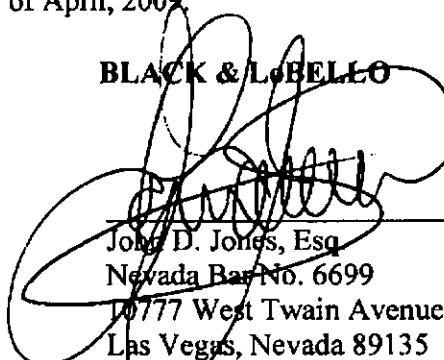
DEPT. NO.: J

NOTICE OF ENTRY OF STIPULATED DECREE OF DIVORCE

17 PLEASE TAKE NOTICE that a Stipulated Decree of Divorce was entered in the above-
18 entitled matter on the 17th day of April, 2009, a copy of which is attached hereto.

19 DATED this 20th day of April, 2009.

20 **BLACK & LOBELLO**

21 
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FILED

APR 17 2009

CLERK OF THE COURT

1 DECD
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11 KERSTAN MICONE

7 DISTRICT COURT
8 FAMILY DIVISION
9 CLARK COUNTY, NEVADA

9 KERSTAN D. MICONE,

10 Plaintiff,

11 vs.

12 MICHAEL A. MICONE,

13 Defendant.

CASE NO.: D-08-388334-D

DEPT. NO.: J

14
15 STIPULATED DECREE OF DIVORCE

16 This matter having been entered before the above-entitled Court upon the
17 Complaint of the Plaintiff, KERSTAN MICONE, ("Kerstan"), appearing through her
18 attorneys of record, John D. Jones, Esq. of BLACK & LoBELLO and the Defendant,
19 MICHAEL A. MICONE, ("Michael"), appearing through his attorneys of record, James J.
20 Jimmerson, Esq. and Soraya M. Veiga, Esq. of JIMMERSON HANSEN, PC, and whereas
21 the Parties have agreed that it is in their best interests, they have reduced their
22 agreements to all issues to one single Stipulated Decree of Divorce, which will govern all
23 issues. Whereas based upon the fact that the Parties have stipulated as such, and to the
24 following terms, and the Court being fully informed in the premises, FINDS:
25

26 That the Court has complete jurisdiction in the premises, both as to the subject
27 matter thereof as well as the Parties thereto; that both Parties have waived their right to
28 the making, filing, and service of Findings of Fact and Conclusions of Law, and all other

1 notice required by law having been waived; that the Parties are entitled to a Decree of
2 Divorce as set forth in the Complaint for Divorce.

3 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
4 that the bonds of matrimony now and heretofore existing between Kerstan and Michael be
5 dissolved; that they be granted an absolute Decree of Divorce; and that each of the
6 parties hereto be restored to the status of a single, unmarried person.
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there are two (2)
9 minor children born the issue of this marriage, to wit: Isabella Caroline Micone, born
10 March 26, 1998; and Michael Joseph Micone, born January 7, 2005. To the best of her
11 knowledge, Kerstan is not currently pregnant. The minor children's habitual residence
12 and home state is the State of Nevada, USA.
13

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the parties share
15 joint legal custody of the minor children, Isabella Caroline Micone, born March 26, 1998;
16 and Michael Joseph Micone, born January 7, 2005.

17 Joint legal custody shall be defined as follows:

18 The parents shall confer with each other on all important matters
19 pertaining to the children's health, welfare, education, religious training and
20 upbringing to arrive at a harmonious policy to promote the children's best
21 interests, and not to promote the personal desires of either party.

21 The parents shall confer with each other on all matters regarding the
22 children's healthcare, including but not limited to, medical, dental, orthodontic,
23 surgical, optical, or psychological, and shall immediately inform the other
24 parent of any health condition of the children except in emergency situations
25 when prior consultations are not possible.

24 The parents shall confer with each other regarding decisions pertaining
25 to the education and school curriculum of the children.

25 Each parent shall share with the other parent information concerning
26 the well being of the children, including, but not limited to, copies of report
27 cards; school meeting notices; vacation schedules; class programs; requests
28 for conferences; results of standardized or diagnostic tests; notices of
activities involving the children; samples of school work; order forms for
school pictures; and all communications from healthcare providers, child care
providers, and educators.

1 The parents shall confer with each other regarding the extracurricular
2 activities which are available to or contemplated for the children either through
3 the regular school curriculum or outside of the school curriculum, and shall
4 inform the other parent of the times and places of athletic events and
5 extracurricular events of the children so that the other parent shall also have
6 the opportunity to participate in such activities.

7 Both parents shall be allowed free access to any and all records
8 pertaining to their children. Both parents shall be allowed to confer
9 independently with any and all professionals involved with their children.

10 Each parent shall keep the other parent informed of his or her
11 respective address, home and work telephone numbers, and shall notify the
12 other parent of any change thereto within twenty-four (24) hours of any
13 change.

14 Each parent shall be entitled to reasonable telephone communication
15 with the children. Each parent is restrained from unreasonably interfering with
16 the children's right to privacy during such telephone conversations with the
17 other parent.

18 In the event that either parent shall take the children out of state on
19 vacation, that parent shall specifically notify the other parent of the plans and
20 provide a telephone number and itinerary to the other parent.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff and
22 Defendant shall share physical custody of the minor children, with Kerstan being
23 designated as the primary custodial parent, as follows:

24 Week One: The children will reside with Kerstan from Sunday at 6:00 PM until
25 Tuesday of the next week at 9:00 a.m. or when Kerstan drops them off at school (9
26 consecutive days).

27 Week Two: Michael will have the children from Tuesday at 3:00 p.m. if school is
28 session or 9:00 a.m. if school is not in session until Sunday of the same week at 6:00 p.m.
(5 consecutive days).

The above schedule shall repeat indefinitely.

Upon reasonable notice and practicality, both parents shall have first right of
refusal to care for children if either parent attempts to leave the children in another's care
for more than 4 hours.

1 The parties will share holidays and other special days as follows:

2 **Kid's Birthday** – Kerstan shall have the children on their birthday in even-
3 numbered years. Michael shall the children on their birthday in odd-numbered years.

4 **Martin Luther King, Jr. Day** – Kerstan shall have the children for the Martin Luther
5 King, Jr. weekend beginning Friday at 3:00 p.m. or when school lets out until Monday at
6 6:00 p.m. in odd-numbered years. Michael shall have the children for the Martin Luther
7 King, Jr. weekend beginning Friday at 3:00 p.m. or when school lets out until Monday at
8 6:00 p.m. in even-numbered years.

9
10 **President's Day** - Kerstan shall have the children for the President's Day weekend
11 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-
12 numbered years. Michael shall have the children for the President's Day weekend
13 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-
14 numbered years.

15
16 **Spring Break** - Kerstan shall have the children for the Spring Break holiday
17 beginning the Friday preceding the holiday at 3:00 p.m. or when school lets out until
18 Sunday at 6:00 p.m. in even-numbered years. Michael shall have the children for the
19 Spring Break holiday beginning the Friday preceding at 3:00 p.m. or when school lets out
20 until Sunday at 6:00 p.m. in odd-numbered years.

21
22 **Mother's Day/Father's Day** – Kerstan shall have the children for Mother's Day
23 every year beginning at 9:00 a.m. until 6:00 p.m. Michael shall have the children for
24 Father's Day every year beginning at 9:00 a.m. until 6:00 p.m.

25 **Memorial Day** - Kerstan shall have the children for the Memorial Day weekend
26 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-
27 numbered years. Michael shall have the children for the Memorial Day weekend
28

1 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-
2 numbered years.

3 **Parent's Birthday** - Kerstan shall have the children on her birthday every year.
4 Michael shall have the children for his birthday every year.

5 **July 4th Holiday** - Kerstan shall have the children for the 4th of July holiday
6 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-
7 numbered years. Michael shall have the children for the 4th of July holiday beginning
8 Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-numbered
9 years.
10

11 **Labor Day** - Kerstan shall have the children for the Labor Day weekend beginning
12 Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-numbered
13 years. Michael shall have the children for the Labor Day weekend beginning Friday at
14 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-numbered years.
15

16 **Nevada Day/Halloween** - Kerstan shall have the children for the Nevada
17 Day/Halloween holiday weekend beginning Friday at 3:00 p.m. or when school lets out
18 until Monday at 6:00 p.m. in even-numbered years. Michael shall have the children for
19 the Nevada Day/Halloween weekend beginning Friday at 3:00 p.m. or when school lets
20 out until Monday at 6:00 p.m. in odd-numbered years.
21

22 **Veteran's Day** - Kerstan shall have the children for the Veteran's Day weekend
23 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-
24 numbered years. Michael shall have the children for the Veteran's Day weekend
25 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-
26 numbered years.

27 **Thanksgiving** - Kerstan shall have the children for the Thanksgiving Day holiday
28 beginning the Wednesday preceding the holiday at 3:00 p.m. or when school lets out until

1 Monday at 6:00 p.m. in even-numbered years. Michael shall have the children for the
2 Thanksgiving Day holiday beginning the Wednesday preceding the holiday at 3:00 p.m. or
3 when school lets out until Monday at 6:00 p.m. in odd-numbered years.

4 **Christmas**

5
6 **First half (1/2) of the Christmas Holiday** - Kerstan shall have the children for the
7 Christmas holiday beginning the day school lets out for the Christmas Break until
8 December 26th at 6:00 p.m. in even-numbered years. Michael shall have the children for
9 the Christmas holiday the day school lets out for the Christmas Break until December 26th
10 at 6:00 p.m. in odd-numbered years.

11 **Second half (1/2) of the Christmas Holiday** - Kerstan shall have the children for
12 the Christmas holiday beginning December 26th at 6:00 p.m. until she drops the children
13 off at school following the Christmas Holiday in odd-numbered years. Michael shall have
14 the children for the Christmas holiday beginning December 26th at 6:00 p.m. until he drops
15 the children off at school following the Christmas Holiday in even-numbered years.

16
17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that receiving party
18 shall pick up. In the event Michael has the children in Reno for his timeshare he will
19 deliver the children to Kerstan at the scheduled time.

20
21 IT IS FURTHER ORDERED, ADJUGED AND DECREED that each parent shall
22 have the right to exercise three (3) weeks of uninterrupted time in blocks of time of no
23 greater than ten (10) days. Each parent shall give thirty (30) days notice. Each parent
24 shall have the right to notice their planned vacation on January 1st of each year with the
25 parent giving notice first having preference of the weeks chosen. Any school missed must
26 be by mutual written consent of both parents.

27
28 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event either
party suspects drug use by the other, that they may demand a hair and urine drug test of

1 the other one time per month and that the testing party must submit within 24 hours of the
2 demand or otherwise be presumed to have a positive (dirty) result. In the event a
3 demanded test is clean, the cost of the test will be reimbursed by the requesting party. If
4 the drug test is positive, the children will remain in the care of the non-drug using party
5 until the matter can be brought before the judge. All drug testing requested will end on
6 January 1, 2012.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to N.R.S.
9 125.510 (7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by
10 the 14th session of the Hague Conference on Private International Law, are applicable to
11 the parties as follows:

12 Subsection 8: If a parent of the children lives in a foreign country or has
13 significant commitments in a foreign country:

14 (a) the parties may agree, and the Court shall include in the Order for
15 custody of the children, that the United States is the country of habitual
16 residence of the children for the purposes of applying the terms of the Hague
17 Convention as set forth in Subsection 7.

18 (b) Upon motion of the parties, the Court may order the parent to post a
19 bond if the Court determines that the parent poses an imminent risk of
20 wrongfully removing or concealing the children outside the country of habitual
21 residence. The bond must be in an amount determined by the Court and may
22 be used only to pay for the cost of locating the children and returning him to his
23 habitual residence if the children is wrongfully removed from or concealed
24 outside the country of habitual residence. The fact that a parent has significant
25 commitments in a foreign country does not create a presumption that the parent
26 poses an imminent risk of wrongfully removing or concealing the children.

27 The parties acknowledge that the children's home state is Nevada, which is in the
28 United States of America.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to N.R.S.
125.510, the parties are hereby notified as follows:

**PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT
OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS
PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN N.R.S.
193.130. N.R.S. 200.359 provides that every person having a limited right of
custody to a child or any parent having no right of custody to the child who
willfully detains, conceals or removes the child from a parent, guardian or other
person having lawful custody of a right of visitation of the child in violation of an
order of this court, or removes the child from the jurisdiction of the court without**

1 the consent of either the court or all persons who have the right to custody or
2 visitation is subject to being punished for a category D felony as provided in
N.R.S. 193.130.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties are put
4 on notice pursuant to **N.R.S. 125C.200**:

5 If custody has been established and the custodial parent intends to move his
6 residence to a place outside of the State of Nevada and to take the minor child
7 with you, you must, as soon as possible and before the planned move, obtain
8 the written permission of the non-custodial parent to move the child from the
9 State of Nevada. If the non-custodial parent refuses to give that consent, the
custodial parent shall, before you leave the State of Nevada with the child,
petition the court for permission to move the child. The failure of a parent to
comply with the provisions of this section may be considered as a factor if a
change of custody is requested by the non-custodial parent.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that beginning July 1,
11 2010, child support will adjust pursuant to NRS 125B.0707 based upon the consumer
12 price index to whatever the highest cap level is and will continue to adjust each July,
13 thereafter.

14
15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that based upon
16 Michael's earning capacity, he shall pay child support in the amount of \$1,936.00 per
17 month or \$968.00 per month per child on or before the 15th of each month. Michael shall
18 continue to pay such child support on the 15th day of each month until such time that the
19 children reach eighteen (18) years of age if no longer enrolled in high school, otherwise
20 until the child graduates from high school or reaches nineteen (19) years of age, dies,
21 marries, or otherwise becomes emancipated pursuant to the Nevada.

22
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to **NRS**
24 **31A.025 to 31A.240**, inclusive, the parties are hereby notified that child support payments
25 shall be subject to wage assignment by the obligor's employer should he or she become
26 more than thirty days delinquent in said child support payments.

27
28 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall
submit the information required in **N.R.S. 125B.055(3)**, **N.R.S. 125.130** and **N.R.S.**

1 125.230 on a separate form to the Court and the Welfare Division of the Department of
2 Human Resources within ten days from the date this Decree of Divorce is filed. Such
3 information shall be maintained by the Clerk in a confidential manner and not part of the
4 public record. The parties shall update the information filed with the Court and the
5 Welfare Division of the Department of Human Resources within ten (10) days should any
6 of that information become inaccurate.
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kerstan has
9 completed the COPE class and Michael will complete the COPE class within thirty (30)
10 days of the entry of this Stipulated Decree of Divorce.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall
12 provide health insurance for the children at his cost until January 1, 2010, after which the
13 cost will of the premium will be equally shared by the parties, each party paying one-half
14 ($\frac{1}{2}$) of all uncovered health care expenses incurred on behalf of the child, including, but
15 not limited to, optical, dental, surgical or any psychological or psychiatric expense, until
16 such time as the children reach eighteen (18) years of age if no longer enrolled in high
17 school, otherwise until the children graduate from high school or reach nineteen (19)
18 years of age, die, marries or otherwise become emancipated pursuant to the Nevada
19 Revised Statutes, whichever comes first. In the event that Kerstan can provide
20 comparable coverage for less cost after January 1, 2010, she will cover the children and
21 the parties will split the costs of the premium.
22

23
24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall pay
25 all costs of private school for the remainder of the 2008/2009 school year. Thereafter, the
26 children shall attend public school. In the event the parties agree that either child shall
27 attend private school beyond the 2008/2009 school year, they shall be equally responsible
28 for the costs thereof.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall
2 maintain health insurance for Kerstan through his company (as a consultant or employee)
3 at his expense until December 31, 2009.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the unequal
5 division of property set forth hereinafter takes into consideration the following:
6

- 7 1. Kerstan's claims of marital waste.
- 8 2. Michael's claims of separate property.
- 9 3. Michael's assumption of significant liabilities.
- 10 4. Michael's representations of possible bankruptcy.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kerstan shall have
12 confirmed to her as her sole and separate property free of any and all claims by Michael,
13 the sole ownership in and to the following:
14

- 15 1. One-half (1/2) of balances as of March, 27, 2009 of Community Bank
16 accounts ending in 2038, 2011.
- 17 2. One-half (1/2) of the Southwest Securities Accounts as of March 27, 2009.
- 18 3. One-half (1/2) of the proceeds of the Southwest Exchange 1031 settlement.
19 Monies to be paid to Kerstan within five (5) days of the receipt by Michael.
- 20 4. One hundred (100%) percent of Kerstan's Wells Fargo accounts, with less
21 than \$20,000.00.
- 22 5. One hundred (100%) percent of balance as of March 27, 2009 of joint Wells
23 Fargo account, with a nominal balance.
- 24 6. One-half (1/2) of the parties interest in the following business investments:
25 (a) Canyon Ranch Town Center, LLC,
26 (b) CB2, LLC,
27 (c) Colorado Riverfront Townhomes,
28

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- (d) Coolidge 135, LLC,
- (e) Coolidge 234, LLC,
- (f) Gragson Maul Hu ak (Diablo Commerce Center Investment),
- (g) Gragson Tomsik, LLC,
- (h) Hersperia 395, LLC,
- (i) Koss,
- (j) Mbar, LLC (Park Central Plaza Investment),
- (k) Mohave Vista RV Resort, LLC,
- (l) Park Central Plaza 32, LLC,
- (m) San Texas, LLC,
- (n) Southwest Corporate Center,
- (o) Surprise Arizona, LLC, Trob, LLC, and
- (p) Gilbert ME, LLC.
- 7. 40% of the parties interest in the following business investments
 - (a) El Dorado Development Partnership LLC
 - (b) Patrick Riley
 - (c) Village Investments LLC
- 8. One-half (½) of the \$250,000.00 Note Receivable from Kenny Kuykendall, including one-half (½) of any payments from Kenny Kuykendall to date.
- 9. 40% of any remaining payments received by Michael from the sale of Accountants, Inc. currently held in Community Bank account ending in 1744.
- 10. 40% of all payments for and the interest in Riverside Estates Note Receivable.
- 11. Palm Place Unit 53318.
- 12. The residence located at 236 Misty Garden, Las Vegas, Nevada, subject to

1 the encumbrance thereon.

2 13. The residence located at 1242 Sonatina Drive, Henderson, Nevada (APN
3 190-06-112-049) and the contents therein, subject to the encumbrance
4 thereon.

5 14. The residence located at 4591 China Rose, Reno, Nevada, subject to the
6 encumbrance thereon.

7 15. 2008 Yukon Denali, subject to any encumbrance thereon.

8 16. 2005 Yukon owned by Micone Staffing.

9 17. One hundred (100%) percent of Kerstan's Southwest Securities IRA with an
10 approximate balance of \$21,850.00.

11 18. One hundred (100%) percent of Kerstan's Southwest Securities 401(K) with
12 an approximate balance of \$126,000.00

13 19. One hundred (100%) percent of Kerstan's Vanguard 401 (K) balance of
14 \$9,000.00.

15 20. All personal property currently in Kerstan's possession.

16
17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall have
18 confirmed to him as his sole and separate property free of any and all claims by Kerstan,
19 the sole ownership in and to the following:
20

21 1. One-half (½) of balances as of March 27, 2009 of community bank accounts
22 ending in 2038, 2011.

23 2. One-half (½) of the Southwest Securities Accounts as of March 27, 2009.

24 3. One-half (½) of the proceeds of the Southwest Exchange 1031 settlement.
25 Monies to be paid to Kerstan within five (5) days of the receipt by Michael.

26 4. One hundred (100%) of the parties interest in the following business
27 investments:
28

- 1 (a) Exec Air, LLC,
2 (b) Kyle Canyon, LLC,
3 (c) Nevada Hangar, LLC,
4 (d) Desert Frost (Titan Investment),
5 (e) NNN City Center Place, and
6 (f) Deadwood -Wolfpack, LLC.
7
8 5. One-half (1/2) of the parties interest in the following business investments:
9 a. Canyon Ranch Town Center, LLC,
10 b. CB2, LLC,
11 c. Colorado Riverfront Townhomes,
12 d. Coolidge 135, LLC,
13 e. Coolidge 234, LLC,
14 f. Gragson Maul Huak (Diablo Commerce Center Investment),
15 g. Gragson Tomsik, LLC,
16 h. Hersperia 395, LLC,
17 i. Koss,
18 j. Mbar, LLC (Park Central Plaza Investment),
19 k. Mohave Vista RV Resort, LLC,
20 l. Park Central Plaza 32, LLC,
21 m. San Texas, LLC,
22 n. Southwest Corporate Center,
23 o. Surprise Arizona, LLC, Trob, LLC,
24 p. Gilbert ME, LLC, and
25 q. Land America Investors (200,000 investment on 09/15/08).
26
27
28 6. 60% of the parties interest in the following business investments:

- 1 (a) Eldorado Development Partnership, LLC
- 2 (b) Patrick & Riley
- 3 (c) Village Investments, LLC
- 4
- 5 7. One hundred (100%) of the business account for Vici Nevada, LLC.
- 6 8. One-half (½) of the \$250,000.00 Note Receivable from Kenny Kuykendall,
- 7 including one-half (½) of any payments from Kenny Kuykendall to date.
- 8 9. 60% of all payments for and the interest in Riverside Estates Note
- 9 Receivable
- 10 10. 60% of any remaining payments received by Michael from the sale of
- 11 Accountants, Inc. currently held in Community Bank account ending in 1744.
- 12 11. Palms Place Unit 51316
- 13 12. The residence located at 1611 Brightstone, Reno, Nevada, and the contents
- 14 therein, subject to the encumbrance thereon.
- 15 13. The raw land located at 963 Smithcreek, Graegale, California, subject to the
- 16 encumbrance thereon.
- 17 14. One hundred (100%) of the commercial building located at 8860 West
- 18 Sunset, Suite 200, Las Vegas, Nevada 89148.
- 19 15. Vidara/Mandarin Oriental Deposit and Investment, subject to the cost
- 20 associated with finalizing the transaction.
- 21 16. 2005 Bentley, subject to lease encumbrance
- 22 17. 2008 Sierra, subject to any encumbrance.
- 23 18. 2007 Mastercraft, subject to any encumbrance.
- 24 19. Golf Cart
- 25 20. One hundred (100%) percent of the community interest in Micone
- 26 Staffing/Vici Tax Staffing and the equipment owned by Micone Staffing/Vici
- 27
- 28

1 Tax Staffing, its assets and obligations.

2 21. One Hundred (100%) percent of Michael's Mainstay IRA with an
3 approximate balance of \$6,200.00.

4 22. One Hundred (100%) percent of Michael's Southwest Securities 401(K) with
5 an approximate balance of \$192,000.00.

6 23. One Hundred (100%) percent of Michael's ING Financial Partners IRA with
7 an approximate balance of \$38,000.00.

8 24. All personal property currently in Michael's possession.

9
10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall
11 hold the other harmless and indemnify the other from the liabilities associated with the
12 properties awarded to each of them herein.

13
14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that to further clarify the
15 above mentioned indemnification, Michael will obtain a full release of liability from Stable
16 Development confirming that Kerstan has no liability associated with Michael's
17 commercial building.

18
19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party has
20 made a full and honest disclosure of all assets and liabilities known to them and that each
21 party recognizes that the Court will retain jurisdiction over any omitted or inaccurately
22 identified assets/debts and to apportion them appropriately.

23
24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall
25 execute irrevocable assignments of one-half ($\frac{1}{2}$) of his/the community interest in the
26 notes/investments/business entities awarded to Kerstan above directing payment of one-
27 half ($\frac{1}{2}$) of any dividends or distributions to be paid directly to Kerstan.

28
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have
acknowledged that in the event capital calls are current on the LLC's they will continue

1 own jointly, that the inability or unwillingness of either party to make the capital call could
2 result in a dissolution of their interest.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party will hold
4 the other harmless from any debts they are assuming herein.

5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
6 policy with New York Life with a benefit of \$100,000.00 on Kerstan's life, currently in place
7 shall be owned by Kerstan, shall be maintained by Kerstan, with Kerstan paying the
8 premium for the policy on her own life, Michael shall be irrevocably named the beneficiary
9 of this policy in trust for the benefit of the children. Proof of payment or relevant
10 statements must be furnished upon request of either party.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED the life insurance policy
12 with Pacific Life with a benefit of \$750,000.00 on Michael's life, currently in place, shall be
13 owned by Michael, shall be maintained by Michael, with Michael paying the premium for
14 the policy on his own life, Kerstan shall be irrevocably named the beneficiary of this policy
15 in trust for the benefit of the children. Proof of payment or relevant statements must be
16 furnished upon request of either party.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
18 policy with New York Life with a benefit of \$50,000.00 on Michael's life, currently in place,
19 shall be owned by Michael, shall be maintained by Michael, with Michael paying the
20 premium for the policy on his own life. Michael can name the beneficiary of his choice for
21 this policy.

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
23 policy with Penn Mutual Life Insurance Company with a benefit of \$3,500,000.00 on
24 Michael's life, owned by the SADI Trust, currently in place, shall be maintained by
25 Michael, with Michael paying the premium for the policy on his own life. The children shall

1 be irrevocably named the beneficiary of this policy. Michael can name a person of his
2 choice as beneficiary to hold the benefit of this policy in trust for the children.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
4 with Penn Mutual Life Insurance Company with a benefit of \$7,000,000.00 on Michael's
5 life, owned by GristMill Trust, currently in place, shall be maintained by Michael, with
6 Michael paying the premium for the policy on his own life. The children shall be
7 irrevocably named the beneficiary of this policy. Michael can name a person of his choice
8 as beneficiary of this policy in trust for the children.
9

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all accounts,
11 including prepaid tuition and 529 accounts, or life insurance policies in existence for the
12 benefit of the children, or insuring their lives, shall be maintained for said children with
13 both parties being named as custodians and requiring both signatures for any
14 withdrawals.
15

16 IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties will file
17 joint tax returns for 2008 with Michael being responsible for any liability and entitled to any
18 refund therefore. The parties will file separate returns for 2009 and every year thereafter
19 with Kerstan claiming Michael as a dependent for tax purposes and Michael claiming
20 Isabella as a dependant for tax purposes. The parties shall alternate claiming Michael
21 each year once Isabella emancipates.
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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from Michael=s
2 share of the cash accounts awarded to him above, he shall pay to Kerstan the sum of
3 \$10,000.00 as and for satisfactions of her claim for attorney=s fees under Sargeant v.
4 Sargeant, to Kerstan=s attorney. Kerstan shall hold Michael harmless from any liability for
5 monies owed to her lawyers.
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kerstan shall have
8 the option to resume using her maiden name of: Kerstan Hubbs or a hyphenated name of
9 Kerstan Hubbs-Micone.

1 Dated this 8 day of April, 2009.

Dated this 7 day of April, 2009.

1 Kerstan D. Micone
1 KERSTAN D. MICONE, Plaintiff

Michael A. Micone
MICHAEL A. MICONE, Defendant

1 DATED this _____ day of APR 16 2009, 2009.

2 KENNETH E. POLLOCK
1 DISTRICT COURT JUDGE

3 Respectfully submitted by:

1 BLACK & LOBELLO

4 John D. Jones, Esq.
1 John D. Jones, Esq.
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Approved as to form and content by:

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CLERK OF THE COURT

MOT
PROKOPIUS & BEASLEY
DONN W. PROKOPIUS, ESQ.
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Attorney for Defendant,
MICHAEL A. MICONE

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

KERSTAN D. MICONE, Plaintiff, vs. MICHAEL A. MICONE, Defendant,	CASE NO.: D-08-388334-D DEPT. NO.: J DATE OF HEARING: 10 / 23 / 14 TIME OF HEARING: 10 : 00 AM
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"NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION/COUNTERMOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION/COUNTERMOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION/COUNTERMOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE."

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


COMES NOW the Defendant, MICHAEL A. MICONE, by and through his attorney, DONN W. PROKOPIUS, ESQ., and moves this Honorable Court for the following relief:

1. For an order modifying physical custody and awarding the parties joint legal custody of their minor child, Isabella with the Defendant having primary physical custody, subject to the Plaintiff's right of visitation;
2. That Defendant's child support obligation be reviewed and modified to provide that Plaintiff pay child support of 18% of her gross monthly income to Defendant for the child in Defendant's custody and that Defendant pay Plaintiff 18% of his gross monthly income for the child who remains in Plaintiff's custody and that these payments be netted and the party with the larger payment paying the difference to the other party;
3. To resolve an issue regarding child support arrears and finding that Defendant owes Plaintiff no child support arrears and that Plaintiff owes Defendant \$1,700.00 in child support arrears overpayments;
4. Ordering the Plaintiff to refinance a home equity line of credit on the residence awarded to her in the divorce to relieve Defendant of liability for the debt;
5. For Defendant's attorney's fees and costs incurred in this case;
6. For such other relief as the Court deems just and appropriate in the circumstances.

This motion is made and based upon all the papers and pleadings on file, and the attached affidavit of Defendant and is made in good faith and not to delay justice.

Dated this 10th day of September, 2014.

PROKOPIUS & BEASLEY


DONN W. PROKOPIUS, ESQ.
Nevada State Bar No. 006460
931 South Third Street
Las Vegas, Nevada 89101
Counsel for Defendant


1 **NOTICE OF MOTION**

2 **TO: KERSTAN D. MICONE THE PLAINTIFF ABOVE NAMED**

3 **YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE** that the undersigned
4 will bring the above and foregoing motion on for hearing before the Court at the Courtroom of
5 the above-entitled Court on the 23 day of OCT, 2014, at the hour of 10 o'clock
6 A.m. of said day, in Department J of said Court.
7

8 Dated this 10th day of September, 2014.

9 **PROKOPIUS & BEASLEY**

10  10176
11 DONN W. PROKOPIUS, ESQ.
12 Nevada State Bar No. 006460
13 931 South Third Street
14 Las Vegas, Nevada 89101
15 Counsel for Defendant

16 **POINTS AND AUTHORITIES**

17 **I. RECENT CIRCUMSTANCES**

18 Plaintiff, KERSTAN D. MICONE (hereinafter "KERSTAN") and Defendant, MICHAEL
19 A. MICONE (hereinafter "MICHAEL") were divorced in Clark county, Nevada by a Decree of
20 divorce that was entered on April 17, 2009. There are two minor children born to the parties as a
21 result of the marriage, namely, Isabella Caroline Micone (Bella), born: March 26, 1998, age 16;
22 and, MICHAEL J. Micone, born: January 7, 2005, age 8. Pursuant to the Decree the parties
23 share joint legal custody and share physical custody of their minor children with KERSTAN
24 been designated the children's primary custodian. The Decree ordered MICHAEL to pay
25 \$1,936.00 a month in child support for both children.
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1 The most recent hearing in this case occurred on June 26, 2013 to address certain
2 financial issues. The parties stipulated to, among other things, that MICHAEL will pay
3 KERSTAN \$100.00 on the 17th of each month to pay off the \$7,000.00 that was removed from
4 an equity line account. If MICHAEL falls more than thirty (30) days delinquent with his
5 \$100.00 per month payments, the entire amount shall become immediately due and payable, and
6 reduced to judgment, and collectible by any legal means.
7

8 MICHAEL has filed this motion to change custody of the parties' older child Bella. In
9 August of 2013 Bella moved to Reno, Nevada where she lives with MICHAEL's parents. This
10 situation came about because Bella was not doing well in school and her grades were dismal.
11 MICHAEL and KERSTAN discussed the situation back in 2012 and mutually agreed that if
12 Bella failed one more year the child would move to Reno so that MICHAEL could pay more
13 attention to and supervise his daughter's education. Bella did not do well in school last year
14 (2012/2013) and ended the year with a cumulative GPA of 1.3. Her poor grades left Bella
15 ineligible to play soccer. KERSTAN called MICHAEL in August of 2013 and told MICHAEL
16 that Bella had 1.3 GPA. 3 days later Bella moved to Reno. Bella is now doing much better in
17 school. For the school year just ended (2013/2014) Bella had a 3.3 cumulative GPA while also
18 participating in soccer and softball. MICHAEL along with his parents were able to help Bella
19 focus on her studies, made sure she attended class and got her assignments done. Initially
20 MICHAEL's parents were instrumental in Bella's success. MICHAEL devoted as much time to
21 his daughter as he could but when Bella first move to Reno back in August of 2013 MICHAEL
22 was employed full time and his job required him to travel. MICHAEL's employment situation
23 changed when his job with Channel Impact ended on July 15, 2014. MICHAEL is now self-
24 employed. MICHAEL re-started a business that he used to own and operate and is in the process
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1 of getting that business off the ground. Self employment has restored MICHAEL to complete
2 control over his work schedule. He has much greater flexibility and is therefore available to
3 spend far more time with Bella than before.

4 MICHAEL's change in employment has also resulted in a substantial decrease in his
5 income. In fact, MICHAEL's gross monthly income from his business averages \$3,030.00.
6 MICHAEL'S average gross monthly income from his former job was approximately \$7,500.00 a
7 month and in 2012 MICHAEL had an average gross monthly income of \$5,965.00. Child
8 support was not going to be an issue when Bella first moved to Reno in August of 2013 because
9 KERSTAN and the parties' younger child MICHAEL were going to move to Reno not long after
10 Bella. KERSTAN intended move before the end of 2013. However, right after Christmas 2013
11 KERSTAN got engaged and she and her fiancé were married in April of 2014. She, MICHAEL
12 and her husband moved into a new home with her husband's family in Las Vegas.
13 Consequently, KERSTAN and MICHAEL never moved to Reno.

14 Even though Bella is no longer living with KERSTAN MICHAEL has continued to pay
15 the full amount of child support to KERSTAN each month via SCADU, plus an additional \$100
16 a month towards the \$7,000.00 obligation established at the June 23, 2014 hearing. The parties
17 have mutually agreed that MICHAEL will no longer pay the \$100 a month payment because
18 MICHAEL is allowing Bella to use his vehicle, a Toyota Sequoia, and therefore the forgiveness
19 of the \$100 a month payment is intended to compensate MICHAEL for allowing Bella to use his
20 Toyota. KERSTAN however continues to receive the full amount of MICHAEL's child support
21 payment each month but sends only about \$300 a month to MICHAEL's parents to assist them
22 with Bella's living expenses. Needless to say, the cost of raising a teenager far exceeds \$300 a
23 month. As far as MICHAEL is concerned there is no reason why he should be paying
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1 KERSTAN any child support for Bella because the child is no longer in KERSTAN's primary
2 care and custody.

3 Only MICHAEL remains living with KERSTAN. MICHAEL has visitation with
4 MICHAEL over the summer. The parties have informally agreed that during the summer
5 MICHAEL has MICHAEL for first two weeks of June, July and August and KERSTAN has
6 MICHAEL the remainder of each month. During the school year whenever MICHAEL goes to
7 Las Vegas he will spend time with his son. The parties have yet to work out a specific holiday
8 schedule to be used throughout the year. MICHAEL would like to alternate the holidays
9 however it may be necessary for the parties to try FMC mediation. MICHAEL was paying all
10 costs of transportation for visitation with MICHAEL. This year (2014) KERSTAN agreed that
11 she would pay for Bella to visit KERSTAN in Las Vegas and MICHAEL would pay for
12 MICHAEL to visit him in Reno.

13 MICHAEL was going to relieve his parents of the burden of caring for Bella. MICHAEL
14 spoke with KERSTAN about having Bella move in with him. KERSTAN responded by sending
15 MICHAEL a email threatening that she would come to Reno and forcibly remove Bella from
16 school and bring the child back to live with her in Las Vegas (see email attached hereto as
17 **Exhibit A**). MICHAEL knows that Bella enjoys living in Reno in certainly does not want to
18 return to live in Las Vegas. In addition, MICHAEL did not want to disrupt Bella's education
19 because she doing so well and thus for the time being Bella remains living with MICHAEL's
20 parents even though there is no reason why the child should not be living with him.

21 Lastly, there remains an issue regarding MICHAEL'S continuing liability for a home
22 equity line of credit that encumbers a home awarded to KERSTAN in the divorce. KERSTAN
23 was awarded the home at 1242 Sonatina Drive, Henderson, Nevada, and she was ordered to pay
24

1 the encumbrance thereon, holding MICHAEL harmless. One encumbrance was a second
2 mortgage home equity line of credit held by Wells Fargo. MICHAEL signed the HELOC note
3 and remains personally liable for the debt. This has created problems for him because it prevents
4 him from getting credit, such as, a line of credit for his business or even a credit card. When
5 MICHAEL has tried to discuss the situation with KERSTAN and have her refinance the HELOC
6 she says only that "it is not a priority."
7

8 II. ARGUMENT

9 1. MODIFICATION OF CHILD CUSTODY

10 **NRS 125.510. Orders: modification or termination; form; expiration.**

11 1. In determining custody of a minor child in an action brought under this chapter, the
12 Court may:

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

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

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

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

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

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

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

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

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

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

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

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

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

8 (d) The level of conflict between the parents.

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

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

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

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

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

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

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

18 5. Except as otherwise provided in subsection 6 or NRS 125C.210, a determination by
19 the Court after an evidentiary hearing and finding by clear and convincing evidence that either
20 parent or any other person seeking custody has engaged in one or more acts of domestic violence
21 against the child, a parent of the child or any other person residing with the child creates a
22 rebuttable presumption that sole or joint custody of the child by the perpetrator of the domestic
23 violence is not in the best interest of the child. Upon making such a determination, the Court
24 shall set forth:

25 (a) Findings of fact that support the determination that one or more acts of domestic
26 violence occurred; and

27 (b) Findings that the custody or visitation arrangement ordered by the Court adequately
28 protects the child and the parent or other victim of domestic violence who resided with the child.

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

 (a) All prior acts of domestic violence involving either party;

 (b) The relative severity of the injuries, if any, inflicted upon the persons involved in
those prior acts of domestic violence;

 (c) The likelihood of future injury;

 (d) Whether, during the prior acts, one of the parties acted in self-defense; and

 (e) Any other factors which the Court deems relevant to the determination.

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

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

1 In seeking to change custody, the movant must show (1) there has been a substantial
2 change in circumstances affecting the welfare of the child, and (2) the modification serves the
3 best interest of the child. *Ellis v. Carucci*, 167 P3rd 239 (Nev. 2007). Last year in August of
4 2013 KERSTAN agreed to allow Bella to move to Reno, Nevada so that MICHAEL could pay
5 greater attention to the child's education. Bella moved to Reno in late August of 2013 and spent
6 last year attending school in Reno. Bella's school performance has increased dramatically and
7 she is now doing quite well and she is participating in sports that she enjoys, such as soccer and
8 softball. KERSTAN has not been Bella's primary custodian for the past year (see *Rivero v.*
9 *Rivero*, 216 P.3d 213 (2009). These events are certainly a substantial change in circumstances
10 that have affected Bella's welfare. Bella's best interests would be served awarding MICHAEL
11 primary physical custody. MICHAEL has demonstrated that he will ensure that his daughter's
12 education continues on track. Currently Bella is living with MICHAEL's parents. However
13 there is no reason for that situation to exist. MICHAEL has a home in Reno with ample room for
14 Bella. MICHAEL also allows Bella to use his vehicle so that she has transportation to and from
15 school and her other activities. The only reason Bella is not living with MICHAEL is because of
16 KERSTAN's threat contained in the e-mail attached to this motion. MICHAEL believes that
17 KERSTAN would make good on her threat and come to Reno and force the child to return to live
18 with her in Las Vegas. MICHAEL does not believe that would be in Bella's best interests. She is
19 settled into a comfortable daily routine that she enjoys and she justifiably takes pride in what she
20 has accomplished over the past year. MICHAEL does not believe it is best for Bella to interrupt
21 all the good that has been accomplished just because KERSTAN does not want Bella to+ live
22 with MICHAEL. KERSTAN has already demonstrated that she is unable or unwilling to
23 supervise Bella's education. Indeed, it was the child's dismal school performance that prompted

1 the parties to send Bella to Reno in the first place. If Bella is forced to return to live with
2 KERSTAN MICHAEL has no reason to believe that Bella's grades will not fall once again.
3 MICHAEL is therefore requesting that the Court modify physical custody and award him
4 primary physical custody of Bella, subject to KERSTAN'S right of visitation. MICHAEL is not
5 contesting custody of MICHAEL. Both children have become accustomed to the current custody
6 arrangement. What MICHAEL needs is a specific schedule of visitation for MICHAEL. He
7 would like to have the current summer visitation schedule adopted by the Court where
8 MICHAEL has MICHAEL for the first two weeks of June, July and August; and that the Court
9 also adopt the informal arrangement whereby MICHAEL is able to visit to MICHAEL whenever
10 he travels to Las Vegas. What remains unresolved is a schedule of holiday visitation.
11 MICHAEL is requesting that the Court refer the parties to FMC mediation and in the absence of
12 an agreement that the Court adopt its standard holiday visitation schedule for the parties to use.
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16 2. CHILD SUPPORT

17 **NRS 125B.145 Review and modification of order for support: Request for review; jurisdiction; notification of right to request review.**

18 1. An order for the support of a child must, upon the filing of a request for review by:
19 (a) The Welfare Division of the Department of Human Resources, its designated
representative or the district attorney, if the Welfare Division or the district attorney has
20 jurisdiction in the case; or

21 (b) A parent or legal guardian of the child,
shall be reviewed by the Court at least every 3 years pursuant to this section to determine
22 whether the order should be modified or adjusted. Each review conducted pursuant to this
section must be in response to a separate request.

23 2. If the Court:
(a) Does not have jurisdiction to modify the order, the Court may forward the request
24 to any Court with appropriate jurisdiction.

25 (b) Has jurisdiction to modify the order and, taking into account the best interests of
the child, determines that modification or adjustment of the order is appropriate, the Court shall
26 enter an order modifying or adjusting the previous order for support in accordance with the
requirements of NRS 125B.070 and 125B.080.

27 3. The Court shall ensure that:
28 (a) Each person who is subject to an order for the support of a child is notified, not
less than once every 3 years, that he may request a review of the order pursuant to this section; or

1 (b) An order for the support of a child includes notification that each person who is
2 subject to the order may request a review of the order pursuant to this section.

3 4. An order for the support of a child may be reviewed at any time on the basis of
4 changed circumstances. For the purposes of this subsection, a change of 20 percent or more in
5 the gross monthly income of a person who is subject to an order for the support of a child shall
6 be deemed to constitute changed circumstances requiring a review for modification of the order
7 for the support of a child.

8 5. As used in this section:

9 (a) "Gross monthly income" has the meaning ascribed to it in NRS 125B.070.

10 (b) "Order for the support of a child" means such an order that was issued or is being
11 enforced by a Court of this State.

12 Pursuant to NRS125B.145, the district Court must review a support order every three
13 years. The Court may also review a support order upon a showing of changed circumstances.

14 The Nevada Supreme Court has held that because the term "may" is discretionary, the district
15 Court has discretion to review a support order based on changed circumstances but is not
16 required to do so. However, a change of 20 percent or more in the obligor parent's gross
17 monthly income requires the Court to review the support order. Although these provisions
18 indicate when the review of a support order is mandatory or discretionary, they do not require the
19 Court to modify the order upon the basis of these mandatory or discretionary reviews. In
20 summary, although a party need not show changed circumstances for the district Court to review
21 a support order after three years, changed circumstances are still required for the district Court to
22 modify the order and the district Court must also consider the best interests of the child and
23 determine whether it is appropriate to modify the order. *Rivero v. Rivero*, 216 P.3d 213 (2009).

24 There are several grounds to review child support. The modification of Bella's custody is
25 certainly one reason. In addition, MICHAEL has experienced a greater than 20% decrease in his
26 gross monthly income. With each party having custody of one of the minor children KERSTAN
27 must be ordered to pay child support of 18% of her gross monthly income, pursuant to NRS125B
28 .070 for Bella. MICHAEL must be ordered to pay 18% of his gross monthly income, pursuant

1 to NRS125B.070 for MICHAEL. These amounts should be netted and the party with the larger
2 child support obligation must pay the difference to the other.

3 **3. CHILD SUPPORT ARREARS AND CREDIT FOR OVERPAYMENTS**

4 On March 25, 2013 a hearing occurred in the companion UIFSA Case (R-12-174206-R).

5 A copy of the Master's recommendations is attached hereto as **Exhibit B**. The purpose was to
6

7 review MICHAEL's child support obligation. The hearing master set MICHAEL's child support
8 payment at \$1,428.00 per month based on MICHAEL's gross monthly income of \$5,965.00
9 (\$71,581.62 per MICHAEL's 2012 W-2). MICHAEL was ordered to pay \$150.00 a month
10 towards the cost of the children's health insurance. MICHAEL was also ordered to pay \$100.00
11 a month towards child support "arrearage". MICHAEL challenged the arrearage payment and
12 asserted that he was current on his support payments and owed no arrearage. KERSTAN did not
13 produce a schedule of arrearage at the hearing. The hearing master made the rather astounding
14 comment that MICHAEL should pay \$100 a month just in case he owed child support arrearage.
15 The master's recommendations from the hearing clearly state the arrearage were not being
16 addressed at the hearing. If that is the case then there was no basis to order MICHAEL to pay
17 child support arrearage that had yet to be established. The master should have continued the
18 hearing on the arrearage issue and instructed KERSTAN and the DA to submit a sworn schedule of
19 arrearage and provide MICHAEL with a copy. It is MICHAEL's contention that he owes no child
20 support arrearage because he has paid every child support payment in full. Nevertheless, following
21 the March 23, 2013 hearing MICHAEL has paid an additional \$100 a month towards the arrearage.
22 MICHAEL has paid a total of \$1,700.00 for the period of time from April of 2013 through
23 August of 2014. These payments were never justified. If in response to this motion KERSTAN
24 is going to claim that MICHAEL owes or did owe her child support arrearage MICHAEL is
25
26
27
28

1 requesting that she be ordered to provide a sworn schedule of arrears pursuant to E.D.C.R. 5.33.
2 Otherwise, MICHAEL is requesting that KERSTAN be ordered to reimburse in the sum of
3 \$1,700.00.
4

5 **4. THE HOME EQUITY LINE OF CREDIT**

6 The Court always retains jurisdiction to construe its orders and Decrees. *Lindsay v.*
7 *Lindsay*, 52 Nev. 26, 280 P. 95, (1929). The Court also has the inherent authority to correct
8 ambiguities in its orders. *Grenz v. Grenz* 78 Nev. 394, 374 P.2d 891 (1962). The Nevada
9 Supreme Court has recognized that omitted property/debt may be addressed by way of a
10 separate, independent equitable action. *Amie v. Amie*, 106 Nev. 541, 796 P.2d 233 (1990).
11 Furthermore, the separate, independent action may be brought as a motion in the existing family
12 case rather than as an entirely new action in the district Court. *Murphy v. Murphy*, 103 Nev. 185,
13 734 P.2d 738 (1987). KERSTAN was awarded the home at 1242 Sonatina Drive, Henderson,
14 Nevada, and she was ordered to pay the encumbrance thereon, holding MICHAEL harmless.
15 The Decree does not specifically identify the encumbrance. In fact, there are two mortgages
16 encumbering the home. The encumbrance that is causing MICHAEL problems is a second
17 mortgage home equity line of credit held by Wells Fargo. MICHAEL signed the HELOC note
18 and remains personally liable for the debt. As long as MICHAEL remains liable for the HELOC
19 it prevents him from getting credit. MICHAEL has fulfilled his obligations under the Decree and
20 has done what is necessary to relieve KERSTAN of liability for any debts MICHAEL assumed.
21 KERSTAN however has taken no action to refinance or pay off the HELOC to relieve
22 MICHAEL of liability for the debt. When MICHAEL has tried to discuss the situation with
23 KERSTAN she refuses to do anything about it. MICHAEL is therefore requesting that the Court
24 order KERSTAN to refinance or pay off the HELOC to relieve MICHAEL of liability for the
25
26
27
28

1 debt. MICHAEL respectfully submits that the court retains jurisdiction to resolve this issue not
2 only based on the foregoing authorities but pursuant to *Landreth v. Malik* 251 P.3d 163 (2012) as
3 well.
4

5 5. ATTORNEY'S FEES

6 **NRS 18.010 provides as follows:**

7 2. In addition to the cases where an allowance is authorized by specific statute, the
8 Court may make an allowance of attorney's fees to a prevailing party:

- 9 (a) When he has not recovered more than \$20,000.00; or
10 (b) Without regard to the recovery sought, when the Court finds that the claim,
11 counterclaim, cross-claim or third party complaint or defense of the opposing party was brought
12 without reasonable ground or to harass the prevailing party.
13

14 **NRS 125.150(3).** Except as otherwise provided in NRS 125.141, whether or not
15 application for suit money has been made under the provisions of NRS 125.040, the Court may
16 award a reasonable attorney's fee to either party to an action for divorce if those fees are in issue
17 under the pleadings.
18

19 In a long line of cases, the Nevada Supreme Court has held that attorney's fees may be
20 awarded in a post divorce action pursuant to NRS18.010 and NRS125.150(3). See *Sargeant v.*
21 *Sargeant*, 88 Nev. 223, 495 P.2d 618 1972); *Leeming v. Leeming*, 87 Nev. 530, 490 P.2d 342
22 (1971); *Korbel v. Korbel*, 101 Nev. 140, 696 P.2d 993 (1985); *Fletcher v. Fletcher*, 89 Nev 540,
23 516 P.2d 103 (1973); *Halbrook v. Halbrook*, 114 Nev. 1455, 971 P.2d 1262 (1998); and, *Love v.*
24 *Love*, 114 Nev. 572, 959 P.2d 523 (1998). In the case of *Miller v. Wilfong*, 119 P.3d 727
25 (2005) the Nevada Supreme Court held that it is within the trial Court's discretion to determine
26 the reasonable amount of attorney fees under a statute or rule and that in exercising its discretion,
27 the district Court must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*,
28 85 Nev. 345, 455 P.2d 31 (1969), including the qualities of the advocate, the character and
difficulty of the work performed, the work actually performed by the attorney, and the result
obtained. In this case, MICHAEL'S counsel is an experienced attorney who has litigated
numerous divorce, custody, paternity and post-divorce actions. The legal representation in this

1 case involved the collection and analysis of the pertinent information, the preparation of legal
2 documents and Court appearances. MICHAEL'S counsel expects to obtain a good result based
3 on the facts of the case. MICHAEL is therefore requesting that he have an award of attorney's
4 fees in the sum of \$3,000.00 .

6 WHEREFORE, let and an order issue granting the relief requested by Defendant.

7 Dated this 10th day of September, 2014.

8 **PROKOPIUS & BEASLEY**

9
10  (2176) for
DONN W. PROKOPIUS, ESQ.

11 Nevada State Bar No. 006460

12 931 South Third Street

13 Las Vegas, Nevada 89101

14 Counsel for Defendant

DECLARATION OF DEFENDANT, MICHAEL A. MICONE

MICHAEL A. MICONE, first being duly sworn, deposes and says:

1. That Affiant is the Defendant in the above-entitled matter. That I have read the foregoing Motion, including the points and authorities and any exhibits attached thereto, and the same are true and correct to the best of my knowledge and belief.
2. I respectfully request that this Honorable Court grant my foregoing motion.

/s/ Michael A. Micone

MICHAEL A. MICONE

EXHIBIT A

From: **Kerstan Hubbs** <khubbs@live.com>

Date: Thursday, July 24, 2014

Subject: Document - Jul 24, 2014

To: "mikemicone@gmail.com" <mikemicone@gmail.com>

Cc: "carolburr1963@gmail.com" <carolburr1963@gmail.com>, "ckburr43@gmail.com" <ckburr43@gmail.com>

I don't think it is in her best interest to move at this time. What appears to be going on is that you have convinced Bella that she should move and she is a kid and impressionable. That is not how custody works Mike. I do not support a move at this time. I want her to stay put and get through her schooling. If she is going to move, then I would prefer she move back to Vegas.

I do still look for work in Reno. I just applied for a District Attorney position in Carson City. I don't like her up in Reno, but I would be willing to have her stay for the educational experience and in the environment in which she lives now. I don't want to explain myself any further. If you move her, then we are back to court, that is just my stance. I can also quit my job too I suppose and move up there and demand she live with me, but that is not in her best interest.

Date: Thu, 24 Jul 2014 15:22:39 -0700

Subject: Re: Document - Jul 24, 2014

From: mikemicone@gmail.com

To: khubbs@live.com

CC: ckburr43@gmail.com; carolburr1963@gmail.com; imicone@yahoo.com

Again, I plan on being on the same page with all of you and i have been working this entire year to be in position to do so. I finally am in Finacial position and I have a housing plan in place where it will only be Bella and I here at Jones St. Then move to Brightstone I'm April 2015. I want this to be Bella's decision as well. It's about what's best for her.

Lastly, I talked about getting a tutor over two weeks ago and I've heard nothing back. I found a masters education student at the university where Aysia came from. I have a second interview with her and she is amazing. She has a specialty in dyslexic reading emphasis and a math minor in adolescent instruction. I will have Bella meet her next week and see if there's a fit.

What are your thoughts?

Mike

On Thursday, July 24, 2014, Kerstan Hubbs <khubbs@live.com> wrote:

Mike, What do you mean "you have her" this school year? Your mom mentioned that Bella stated that you want her to move in, but this has not been agreed to on my end to date. You also stated you just sold your home. I don't want to have her moving from where she is at now. Please let's make sure we are all on the same page. Kerstan

Date: Thu, 24 Jul 2014 14:34:00 -0700

Subject: Re: Document - Jul 24, 2014

From: mikemicone@gmail.com
To: khubbs@live.com

You can have her fly down any weekend. This weekend works too as I will be in Cali until Saturday. I told her of take a few of her friends boating Sunday.

Whatever works best for her and you. I have her this school year so I will be spending a ton of time with her and studying.

On Thursday, July 24, 2014, Kerstan Hubbs <khubbs@live.com> wrote:
Okay, well that sounds good. What weekend are you going to Tahoe? I will book her flight round that. K

Date: Thu, 24 Jul 2014 14:07:29 -0700
Subject: Re: Document - Jul 24, 2014
From: mikemicone@gmail.com
To: khubbs@live.com

It wasn't an anxiety. I had a feeling her rib might be out as she had been training really hard at soccer. So I took her to Toby Dobler and he found that she in fact had a rib that was out and adjusted her rib into place. Bella said she could breathe and it didn't hurt anymore. So took care of that. She is fine today. We spent the day having lunch and talking. Just the two of us. She is headed to my moms so she can get another chapter done.

On Thursday, July 24, 2014, Kerstan Hubbs <khubbs@live.com> wrote:
Exactly, that sounds good. Did you get my email about Bella? I would like her to come down for a weekend if possible before school. She can decorate her room at my new place and we can shop a bit. I want to spend some time with her because I am worried she had an anxiety attack. K

Date: Thu, 24 Jul 2014 13:58:19 -0700
Subject: Re: Document - Jul 24, 2014
From: mikemicone@gmail.com
To: khubbs@live.com

Thank you for checking with me but the title company had the purchase doc so it was pretty simple. Now the title company has to do the title report and get with the buyer to review the expenses of the closing. Then we both sign and hopefully everything goes well. Then I can pay back Scott Gragson. It was a small Financial gain but it's how I started in 1987 and now starting over again.

On Thursday, July 24, 2014, Kerstan Hubbs <khubbs@live.com> wrote:

Okay, so did you use an agent or simply the title company? You don't need any assistance, right?

Date: Thu, 24 Jul 2014 13:54:21 -0700
Subject: Re: Document - Jul 24, 2014
From: mikemicone@gmail.com
To: khubbs@live.com

It's in escrow. We have 9 days to go.

On Thursday, July 24, 2014, Kerstan Hubbs <khubbs@live.com> wrote:
Thanks, he is enrolled.

How did the house situation go? K

From: mikemicone@gmail.com
Date: Thu, 24 Jul 2014 10:24:27 -0700
Subject: Document - Jul 24, 2014
To: khubbs@live.com

Scanned with TurboScan.

Sent from my iPhone

EXHIBIT B

MRAO
STEVEN B. WOLFSON
DISTRICT ATTORNEY
Nevada Bar No. 001565
FAMILY SUPPORT DIVISION
1900 East Flamingo Road, Suite 100
Las Vegas, Nevada 89119-5168
(702) 671-9200
TDD (702) 385-7486 (for the hearing impaired)
249753200A

District Court

CLARK COUNTY, NEVADA

Kerstan Hubbs,

Petitioner,

vs.

Michael Micone,

Respondent.

Case No. R-12-174206-R

Department No. CHILD SUPPORT

MASTER'S RECOMMENDATION

This matter having been heard on MARCH 25, 2013 before the undersigned Hearing Master, having considered all the evidence and having been fully advised in the premises, hereby makes the following Findings and Recommendations:

Parties present: ☒ Respondent ☒ Respondent's attorney ☐ Petitioner ☐ Petitioner's attorney

☐ PATERNITY ☒ PATERNITY PREVIOUSLY DECIDED

☒ FINANCIALS: ☐ CONTINUE PRIOR ORDERS (NO CHANGE TO PRIOR FINANCIAL ORDERS).

Respondent's gross monthly income (GMI) : \$5,965.00; formula amount 25% of GMI= \$1,491.25

Basis for deviation from state formula: Per W-2 from 2012 (\$71,581.72); Capped at \$714 per child

Respondent is to pay current support for the child(ren), Michael Joseph Micone, Isabella Caroline Micone.

CHILD SUPPORT

Respondent is to pay monthly:

\$1,428.00 child support

\$150.00 medical support (in lieu of health insurance)

spousal support

\$100.00 arrears payment

☐ ARREARAGES ☒ ARREARAGES NOT ADDRESSED AT THIS HEARING

\$1,678.00 TOTAL monthly payment is due on the 1st day of each month, and continues thereafter until said child(ren) reach majority, become emancipated or further order of the Court.

Respondent's INCOME SHALL BE WITHHELD for the payment of support.

☐ Good cause to stay income withholding is based on: _____. Said withholding shall be postponed until Respondent becomes delinquent in an amount equal to 30 days support.

☐ ENFORCEMENT OF CONTROLLING ORDER: The registered order from _____, dated _____, # _____, is hereby confirmed and is the controlling order for the following reasons: ☐ only order _____.

☐ ESTABLISHMENT OF CONTROLLING ORDER: This is the first order establishing a child support obligation for this noncustodial parent for the child(ren) listed in this order who reside(s) with this custodian.

☐ Respondent is referred to Employment Services for an appointment on _____ at _____ AM.

☒ Health insurance coverage for the minor child(ren) herein:

☐ Respondent to provide: ☐ Petitioner to provide, excluding Medicaid: ☒ Both Parties to provide:

☐ if available through employer. ☒ shall provide per court order.

☒ Ordered Party(ies) to provide proof of said insurance to the District Attorney's Office, Family Support Division within 90 days of today's date.

☐ CONTEMPT OF COURT ☒ NOT A SHOW CAUSE HEARING

☒ MODIFICATION OF PRIOR ORDER:

☒ Modification effective: 01/01/2013.

☒ This order modifies a previously existing, previously controlling support order. By this modification, this tribunal assumes or retains continuing, exclusive jurisdiction of the child support obligation for the child(ren) and parties identified in this order. Modification is proper for the following reason(s):

☒ The previously controlling order is from Clark County, Nevada, dated 04/17/2009, #D08388334D.

☒ An individual party, Michael Micone, has requested modification of the previously controlling Nevada support order.

☐ An individual party, _____, has requested modification; this tribunal has personal jurisdiction over the non-movant and the issuing state (the state whose order controlled prior to this modification) is no longer the residence of any individual party/contestant or child(ren).

☐ An individual party, _____, has requested modification; all individual parties and children now reside in Nevada.

☐ All parties have filed written consent with the tribunal whose order controlled prior to this modification for this tribunal to modify the support obligation and assume continuing, exclusive jurisdiction.

☐ SUSPENSION OF LICENSES:

PAYMENTS

All mailed payments MUST be made in the form of a cashier's check, money order or business check ONLY, made payable to State Collection and Disbursement Unit (SCaDU). If payments are made in person, cash or debit card are also accepted.

Payments can be mailed to:

State Collection and Disbursement Unit (SCaDU)
P.O. Box 98950
Las Vegas, Nevada 89193-8950

Payments can be made in person at:

State Collection and Disbursement Unit (SCaDU)
1900 East Flamingo Road
Las Vegas, Nevada 89119-5168

Additionally, the following information must be included with each payment: name (first, middle, last) of person responsible for paying child support, social security number of person responsible for paying child support, child support case number, and name of petitioner (first and last name of person receiving child support).

NOTICE: NO CREDIT WILL BE GIVEN FOR PAYMENTS PAID DIRECTLY TO THE PETITIONER.

NOTICE: PRIOR ORDERS NOT SPECIFICALLY MODIFIED HEREIN REMAIN IN FULL FORCE AND EFFECT.

NOTICE: Interest will be assessed on all unpaid child support balances for cases with a Nevada controlling order pursuant to NRS 99.040. A 10% penalty will be assessed on each unpaid installment, or portion thereof, of an obligation to pay support for a child, pursuant to NRS 125B.095. If the Respondent pays support through income withholding and the full obligation is not met by the amount withheld by the employer, the Respondent is responsible to pay the difference between the court ordered obligation and the amount withheld by the employer directly to the state disbursement unit. If the Respondent fails to do so, he/she may be subject to assessment of penalties and interest. The Respondent may avoid these

1 additional costs by making current support payments each month. If another state takes jurisdiction and obtains a new order,
2 Nevada interest and penalties will only be calculated to the date of the new order and will be enforced.

3 **NOTICE:** Pursuant to NRS 125B.145 and federal law, EITHER parent, the legal guardian, and the Division of Welfare and
4 Supportive Services, where there is an assignment of support rights to the State, has the right to request a review of the
5 support provision of this order at least every three (3) years to determine if modification is appropriate; an application for this
6 purpose may be obtained from D.A. Family Support at 1900 E. Flamingo Rd., Suite 100, Las Vegas, Nevada 89119-5168.

7 **NOTICE:** Objections/Appeals are governed by EDCR1.40(e) and (f). You have ten (10) days from receipt of this Master's
8 Recommendation to serve and file written objections to it. A failure to file and serve written objections will result in a final
9 Order/Judgment being ordered by District Court. However, the Master's Recommendation is not an Order/Judgment unless
10 signed and filed by a Judge.

11 **NOTICE:** Appeal from a Final Judgment by the Court is governed by NRAP 4 and must be filed within 30 days of written
12 Notice of Entry of Judgment.

13 **NOTICE:** Respondent is responsible for notifying the District Attorney, Family Support Division, of any change of address,
14 change of employment, health insurance coverage, change of custody, or any order relative to child support within ten (10)
15 days of such change.

16 Respondent to bring new financial statement and proof of income next date.

17 This order does not stay collection of support arrears by execution or any other means allowed by law.

18 *****

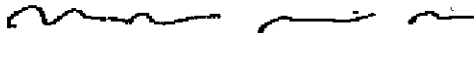
19 **MISCELLANEOUS FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATIONS:**

20 R's motion to modify is granted subject to any Family Court future orders. Family Court can modify this Order from the
21 effective date of 1/1/2013 if necessary. P to provide proof of health ins cost for MC within 7 days to DA's office and R.
22 This Court set the health ins premium cost based proration and upon P's testimony that the Family plan is \$450 per mo
23 for the 2 MC and herself and the parties understand that this amt is subject to modification upon proof from P. There is a
24 Family Court hearing in D388334 in 4/2013. This Court will conform to any subsequent Family Court orders.

25 **NEXT HEARING DATE IS** Off calendar **in Courtroom** **in Child Support Court at Child**
26 **Support Center of Southern Nevada, 1900 East Flamingo Road, Las Vegas, Nevada, for further**
27 **proceedings.**

28 **DATED:** MARCH 25, 2013


MASTER


Respondent/Respondent's Attorney
Receipt of this document is
acknowledged by my signature.

ORDER/JUDGMENT

☐ The Clerk of the Court having reviewed the District Court's file and having determined that no objection has been filed
within the ten day objection period, the Master's Recommendation is hereby deemed approved by the District Court
pursuant to NRS 425.3844. The affixing of the Clerk of the Court's file stamp to this Master's Recommendation signifies
that the ten-day objection period has expired without an objection having been filed and that the District Court deems the
Master's Recommendation to be approved as an ORDER/JUDGMENT of the District Court, effective with the file stamp

1 date, without need of a District Court Judge's signature affixed hereto. The parties are ordered to comply with this
2 Order/Judgment.

3 ☐ The District Court, having reviewed the above and foregoing Master's Recommendation, and having received and
4 considered the objection thereto, as well as any other papers, testimony and argument related thereto and good cause
5 appearing,

6 ☐ IT IS HEREBY ORDERED that the Master's Recommendation IS affirmed and adopted as an
7 ORDER/JUDGMENT of the District Court this _____ day of _____, 20____.

8 ☐ IT IS HEREBY ORDERED that the Master's Recommendation IS NOT affirmed and adopted this _____ day of
9 _____, 20____ and this matter is remanded to Child Support Court on _____, 20____ at
10 _____M.

11 _____
12 District Court Judge, Family Division

13 STEVEN B. WOLFSON, Clark County District Attorney
14 Nevada Bar No. 001565

15 By: Karen Cliffe

16 DEPUTY DISTRICT ATTORNEY
17 FAMILY SUPPORT DIVISION
18 1900 East Flamingo Road, Suite 100
19 Las Vegas, Nevada 89119-5168
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4
5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

7
8 KERSTAN D. MICONE,

9 Plaintiff(s),

CASE NO. D-08-388334-D

DEPT. NO. J

10 -VS-

11
12 MICHAEL A. MICONE,

13 Defendant(s).

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

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

15 MOTION FOR OPPOSITION TO DEFENDANT'S MOTION TO CHANGE CUSTODY;
16 REVIEW CHILD SUPPORT; TO RESOLVE CHILD SUPPORT ARREARS AND AWARD
17 DEFENDANT A CREDIT FOR CHILD SUPPORT ARREARS OVERPAYMENTS ET. AL

18 **Motions and Oppositions to Motions**
19 **filed after entry of a final order**
20 **pursuant to NRS 125, 125B or 125C are**
21 **subject to the Re-open filing fee of**
22 **\$25.00, unless specifically excluded.**
(NRS 19.0312)

23 **NOTICE:**

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

28 **Mark correct answer with an "X."**

1. No final Decree or Custody Order has been
entered. ☒ YES ☐ NO

2. This document is filed solely to adjust the amount of
support for a child. No other request is made.
☐ YES ☒ NO

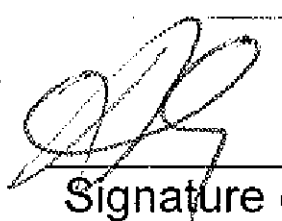
3. This motion is made for reconsideration or a new
trial and is filed within 10 days of the Judge's Order
If YES, provide file date of Order: _____
☐ YES ☒ NO

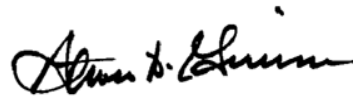
If you answered YES to any of the questions above,
you are not subject to the \$25 fee.

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

Dated this 10TH DAY of SEPTEMBER, 20014


Printed Name of Preparer


Signature of Preparer



CLERK OF THE COURT

PROKOPIUS & BEASLEY
DONN W. PROKOPIUS, ESQ.
Nevada Bar No.: 6460
JEREMY R. BEASLEY, ESQ.
Nevada Bar No.: 12176
931 South Third Street
Las Vegas, NV 89101

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

KERSTAN D. MICONE, aka, HUBBS)	Case No. D-08-388334-D
Plaintiff,)	
vs.)	Dept. No. J
)	
MICHAEL A. MICONE)	
Defendant.)	
)	

GENERAL FINANCIAL DISCLOSURE FORM

The judge uses this form to understand the financial position of the Plaintiff and the Defendant. You must fill this form out completely and truthfully.

A. Personal Information:

1. What is your full name? (<i>first, middle, last</i>)	Michael A. Micone
2. How old are you?	46
3. What is your date of birth?	5/28/1968
4. What is your occupation?	Recruiter
5. What is your highest level of education?	College

B. Employment Information: (☒ check one)

1. Are you currently employed?

☒ No

☒ Yes If yes, what is the name of your employer? licone Staffing Resources, ll

What date were you hired on? (*mm/dd/yy*) 8/1/2014

2. Are you disabled? (☒ check one)

☒ No

☐ Yes If yes, what is the level of your disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

C. Attorney Information: *Complete the following sentences :*

1. An Attorney (*has/has not*) _____ has _____ been retained on my behalf for this case.

2. As of today, the attorney has been paid a total of \$2,500 on my behalf.

3. I have a credit with my attorney in the amount of \$0.

4. I currently owe my attorney a total of _____.

5. I owe my prior attorney a total of \$0.

Section 1: Personal Income

Before you can complete the next section you need to figure out your pay frequency.

Your pay frequency is determined by the number of time you are paid each month.

Pay Frequency Table

1.00 = Paid one time per month

2.00 = Paid two times per month

2.17 = Paid every two weeks

4.33 = Paid every week

A. Fill in the line that applies to you. Only complete line 1 OR line 2.

Line #	Income Question	Amount Earned		Number of Hours Worked per Pay Period		Pay Frequency (1.00, 2.00, 2.17, or 4.33)		Monthly Income
1	I am paid a hourly wage in the amount of		x		x		=	\$0.00
2	I am paid a base salary in the amount of			x			=	\$0.00

B. Fill in the amount of money you receive each month for the following types of income:

Line #	Income Question	Amount Received Monthly
3	I regularly work overtime and each month earn an average of	
4	I receive bonuses, commissions, or tips in the amount of	\$0.00
5	I receive a car, gas, housing, or other allowance in the amount of	\$0.00
6	I receive spousal support in the amount of	\$0.00
7	I receive social security in the amount of	\$0.00
8	I receive social security disability in the amount of	\$0.00
9	I receive workman's compensation benefits in the amount of	\$0.00
10	I receive unemployment benefits in the amount of	\$1,600.00
11	I receive pension or retirement income in the amount of	\$0.00
12	I receive net rental income in the amount of	\$0.00
13	I receive income from other sources in the amount of	\$0.00
14	Total Income Received (add lines 3-13)	\$1,600.00

C. Total monthly income from all sources:

Line #		
15	Total from Line 1 OR 2	\$0.00
16	Total from Line 14	\$1,600.00
17	Total Gross Monthly Income (Add lines 15-16)	\$1,600.00

Section 2: Personal Deductions

A. Fill in the amount of money that is taken out of every paycheck for each of the following deductions:

Line #	Name of Deduction	Amount Deducted
18	Court Ordered Child Support is deducted from every paycheck in the amount of	
19	Federal Income Tax is deducted from every paycheck in the amount of	
20	Social Security Tax is deducted from every paycheck in the amount of	
21	Medicare is deducted from every paycheck in the amount of	
22	Union Dues are deducted from every paycheck in the amount of	
23	Health Insurance Cost is deducted from every paycheck in the amount of	
24	Life, Disability, or Other Insurance Premiums are deducted from every paycheck in the amount of	
25	Federal Health Savings Plan contribution is deducted from every paycheck in the amount of	
26	Retirement, Pension, IRA, or 401(k) contributions are deducted from every paycheck in the amount of	
27	Savings are deducted from every paycheck in the amount of	
28	Other:	
29	Other:	
30	Total Paycheck Deductions	\$0.00
31	Total Monthly Deductions	\$0.00

Section 3: Income Summary

Line #		
32	Total from Line 17	\$1,600.00
33	Total from Line 30	\$0.00
	Net Monthly Income	\$1,600.00

Section 4: Child Information

A. Fill in the table below with the name and date of birth of each of your children, parent the child is living with, and whether the child is from this marriage or relationship:

	Child's Name:	Child's Date of Birth	Whom is child living with? (Mom, Dad, or Both)	Is this child from this marriage / relationship? (Yes or No)
1st	Michael J. Micone	1/7/2005	Mom	yes
2nd	Isabella C. Micone	3/26/1998	Grandparents	yes
3rd				
4th				
5th				

B. Fill in the table below with the amount of money you spend each month on the following expenses for the children:

	Children's Expenses	1st Child	2nd Child	3rd Child	4th Child	5th Child
1	Clothes, Shoes and Accessories	\$50.00	\$100.00			
2	Unreimbursed Medical Expenses		\$50.00			
3	Telephone and Internet					
4	Entertainment	\$40.00	\$40.00			
5	Food	\$100.00	\$200.00			
6	Insurance (other than health)	\$75.00	\$75.00			
7	Education Related Expenses		\$480.00			
8	Summer Camp/Programs	\$80.00	\$30.00			
9	Vehicle		\$600.00			
10	Transportation Cost for Visitation	\$600.00				
11	Total Monthly Expenses for Children (add lines 1-11)	\$945.00	\$1,575.00	\$0.00	\$0.00	\$0.00

Section 5: Household Information

A. I live with (number) 1 other adults, including children over the age of eighteen, who contribute to or pay the household expenses in the amount of \$ \$375.00 .

Section 6: Personal Expenses

Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount of Expense	For Me	For the Other Party	For Both
Home				
Mortgage/Rent/Lease	\$625.00			
Property Taxes	\$0.00			
HOA	\$35.00			
Home Owner's Insurance	\$100.00			
Lawn Care	\$0.00			
Pest Control	\$0.00			
Pool Service	\$0.00			
Security	\$0.00			
Other	\$0.00			
Utilities				
Water	\$40.00			
Electric	\$75.00			
Gas	\$0.00			
Sewer	\$28.00			
Home Phone	\$50.00			
Internet/Cable	\$90.00			
Other	\$50.00			
Medical				
Health Insurance	\$0.00			
Unreimbursed Medical Expenses	\$0.00			
Other	\$0.00			
Transportation				
Car Loan/Lease Payment	\$518.00			
Fuel	\$300.00			
Auto Insurance	\$115.00			
Other				
Personal				
Food (groceries and restaurants)	\$475.00			
Pets	\$0.00			
Cell phone	\$175.00			
Membership Fees	\$60.00			
Clothing, Shoes, etc.	\$150.00			
Dry Cleaning	\$50.00			
Other				
Debts				
Credit Card Payments	\$0.00			
Child Support	\$1,640.00			
Alimony/Spousal Support	\$0.00			
Student Loans	\$0.00			
Other				
Total Monthly Expenses	\$4,576.00			

Section 7: Asset and debt Chart

Complete the chart below by listed all assets and debts, the value of each, the amount owed on each, and whose name the asset or debt is under (You, the Other Party, or Both).

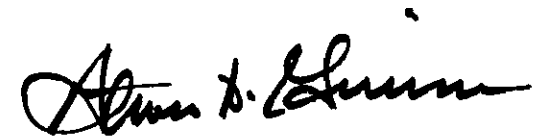
Line #	Description of Asset or Debt	Gross Value	Amount Owed	Net Value	Whose Name is on the Account? (Me, the Other Party or Both)
1	Home	\$500,000.00	\$310,000.00	\$190,000.00	Me
2			\$0.00	\$0.00	
3	Toyota Sequoia	\$10,000.00		\$10,000.00	me
4	Property Mesquite	\$500,000.00		\$500,000.00	both
5	Misc Property	\$500,000.00		\$500,000.00	me
6	Well Fargo Bank checking	\$90,000.00		\$90,000.00	me
7	Wells Fargo Savings	\$20,000.00		\$20,000.00	me
8				\$0.00	
9				\$0.00	
10				\$0.00	
11				\$0.00	
12				\$0.00	
13				\$0.00	
14				\$0.00	
15				\$0.00	
16				\$0.00	
17				\$0.00	
18				\$0.00	
19				\$0.00	
20				\$0.00	
Total Value of Assets (add lines 1-20)		#####	\$310,000.00	#####	

IMPORTANT: Read the following paragraph carefully.

I am the (☒ check one) ☐ Plaintiff / ☒ Defendant in the above action. I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

S. Monica Moore
Your Signature

9/16/2014
Date



CLERK OF THE COURT

COM
PROKOPIUS & BEASLEY
DONN W. PROKOPIUS, ESQ.
Nevada State Bar No. 006460
JEREMY R. BEASLEY, ESQ.
Nevada State Bar No. 12176
931 South Third Street
Las Vegas, Nevada 89101
(702) 474-0500 / Fax (702) 951-8022
general@pandblawyers.com
Attorney for Defendant, MICHAEL A. MICONE

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

KERSTAN D. MICONE,

Plaintiff,

vs.

MICHAEL A. MICONE,

Defendant,

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

DATE OF HEARING: 10/23/2014
TIME OF HEARING: 10:00 A.M.

CERTIFICATE OF MAILING

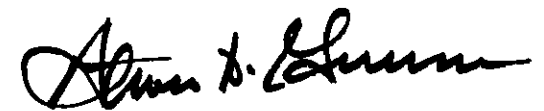
I hereby certify that I am an employee of the PROKOPIUS & BEASLEY, and on the 16th day of September, 2014, I duly deposited a true and correct copy of the above and foregoing **DEFENDANT'S GENERAL FINANCIAL DISCLOSURE FORM (FDF)** for first class mailing in the U.S. Mail at Las Vegas, Nevada, postage prepaid thereon, addressed to the following at the last known address to:

Kerstan D. Micone, aka Hubbs
1242 Sonatina Drive
Henderson, NV 89052
Plaintiff in Proper Person

Kerstan D. Micone, aka Hubbs
1319 Minuet Street
Henderson, NV 89052
Plaintiff in Proper Person

/s/ Alex Gomez

An employee of
PROKOPIUS & BEASLEY



CLERK OF THE COURT

1 **OPP**
2 Kerstan Hubbs
3 1319 Minuet Street
4 Henderson, NV 89052
5 (702) 914-7380 (p)
6 (702) 534-1697 (f)
7 khubbs@live.com

8 *In Proper Person*

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 KERSTAN D. MICONE,

12 Plaintiff,

13 v.

14 MICHAEL A. MICONE,

15 Defendant

Case No. D-08-388334-D

Dept. No. J

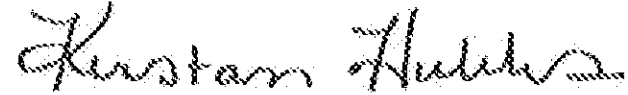
OPPOSITION TO DEFENDANT'S MOTIONS
AND COUNTER MOTION FOR AN ORDER
FOR STATUS QUO FOR CHILD'S LIVING
ARRANGEMENTS WHILE AWAY AT
PREPATORY SCHOOL

16 **OPPOSITION TO DEFENDANT'S MOTION AND COUNTERMOTION**

17 COMES NOW, KERSTAN HUBBS, Plaintiff (Hereinafter "KERSTAN") and hereby files this
18 Opposition to Defendant's (Hereinafter "MICHAEL") to Change Custody; Review and Modify Child
19 Support; To Resolve Child Support Arrears and Award Defendant a Credit for Child Support Arrears
20 Overpayments; To Resolve an Issue Regarding an Omitted Debt and Ordering Plaintiff to Refinance a
21 Home Equity Line of Credit to Relieve Defendant of Liability for the Debt; Attorney's Fees; and
22 Related Matters. Plaintiff countermotions for an order of status quo concerning the eldest daughter's,
23 Isabella C. Micone, living arrangement while away at preparatory school.

24 This opposition and countermotion is based on the pleadings and papers on file, the attached
25 Memorandum and Points of Authorities and any oral arguments presented by Plaintiff.

1 DATED this 1st day of October, 2014

2
3 

4 Kerstan Hubbs
5 1319 Minuet Street
6 Henderson, NV 89052
7 (702) 914-7380 (p)
8 (702) 534-1697 (f)
9 khubbs@live.com

10 *In Proper Person*

11 NOTICE OF MOTION

12 TO: MICHAEL MICONE, DEFENDANT

13 TO: DONN W. PROKOPIUS, ESQ.
14

15 PLEASE TAKE NOTICE that the undersigned will bring the foregoing OPPOSITION TO
16 DEFENDANT' MOTIONS AND COUNTER MOTION FOR REIMBURSEMENT OF
17 UNCOVERED HEALTHCARE COSTS AND ORDER FOR STATUS QUO FOR CHILD'S
18 LIVING ARRANGEMENTS WHILE AWAY AT PREPARTORY SCHOOL on hearing before
19 the above-titled court at Family Department J at 10:00 AM on October 23, 2014, or soon
20 thereafter as may be heard.

21 
22

23 Kerstan Hubbs
24 1319 Minuet Street
25 Henderson, NV 89052
26 (702) 914-7380 (p)
27 (702) 534-1697 (f)
28 khubbs@live.com

In Proper Person

1 MEMORANDUM AND POINTS OF AUTHORITIES

2 I. STATEMENT OF FACTS

3
4 Divorce History:

5 KERSTAN is very deeply saddened to file this opposition and counter-motion, as she believes
6 that it has been filed out of anger by MICHAEL towards her and his parents, Chuck and Carol
7 Burr. The Parties have gone through an expensive and protracted divorce during calendar years 2008
8 and 2009, spending substantial sums of money that would have been better spent or applied towards
9 their two young children, Michael J. Micone and Isabella C. Micone. Exhibit 1 -- Divorce Decree.
10 Kerstan was awarded primary physical custody of both Isabella and Michael upon divorce.

11 After the divorce, the Parties again found themselves in court after MICHAEL ran his vehicle
12 out of anger into the side of KERSTAN's car while the children were inside. KERSTAN had to seek a
13 restraining order and MICHAEL was ordered to undergo a psychological exam with Dr. Paglini.
14 Exhibit 2 -- Protection Order Against Domestic Violence; Exhibit 3 -- Justice Court Henderson
15 Docket Sheet - Criminal. Substantial sums of money were spent over a 5-6 month period of time
16 while KERSTAN sought protection for herself, their two children, and her now husband and
17 stepdaughter.

18 MICHAEL then sought to reduce his child support payments immediately after three (3) years'
19 time as he was struggling to maintain steady employment. MICHAEL was struggling with a chemical
20 dependency addiction and suffered a total of three criminal arrests. Exhibit 4 -- Charges. Charges
21 consisted of domestic abuse (assault with a deadly weapon, possession of cocaine, and child abuse).

22 Dr. Paglini's, Psy.D, report dated March 16, 2010 was provided to the court and comprehended
23 by all parties. KERSTAN requests that this report be reviewed and comprehended once more in
24 light of MICHAEL's recent motion.

25 Daughter:

26 Both KERSTAN and MICHAEL love their children and have made sacrifices in order to
27 provide them both with love, resources, time, and education necessary in life. MICHAEL and the
28

1 party's eldest daughter are dyslexic and have worked hard to succeed in their endeavors in spite of
2 challenges that come with this processing disorder. Exhibit 5 – Evaluation and 504 Plan

3 Unfortunately, MICHAEL utilizes this aspect of his daughter's learning to make an argument
4 that her low academic performance at times is due to poor parenting by KERSTAN and/or poor
5 oversight by MICHAEL's parents whom Isabella stays with while enrolled in school. This is largely
6 untrue. It has been demonstrated to this court in the past that MICHAEL will perjure himself to
7 this court in order to bolster his argument. An example of this is when KERSTAN moved the
8 court to order MICHAEL to utilize a car seat with their minor son who was four years old, both under
9 six years' of age and 60 pounds. MICHAEL, in his pleading, stated that this was an "absolutely false
10 claim by KERSTAN that MICHAEL does not secure [their son] while driving, when in fact he has
11 three booster seats..." What MICHAEL did not know, was that KERSTAN had already engaged a
12 private investigator to demonstrate that MICHAEL repeatedly and consistently drove around with their
13 son in the front seat of his car and without a car seat. Exhibit 6 – De Becker Investigations, Inc.
14 KERSTAN could spend hours defending allegations brought by MICHAEL as there are many, but
15 KERSTAN would instead like to simply point to the perjury on record with this court in the past as to
16 the veracity of what MICHAEL will say or do in court.

17 The Parties' eldest daughter, Isabella (Hereinafter "Bella") is 16.5 years of age and a Junior at
18 Bishop Manogue High School. MICHAEL and KERSTAN both decided to have Bella enroll and
19 attend this school because: 1) it had an Integrated Learning Center (ILC) program for 504 students, 2)
20 the class size was substantially smaller than her public school (700 versus 4,000 respectively), 3) it has
21 a wonderful and talented teaching staff, 4) its faith-based education (Catholicism), and 5) family
22 support (both sets of grandparents, aunts, uncles, cousins in Reno, NV). Bella received a GPA of 2.87
23 and 1.85 her freshman year at Coronado with no resources provided to her. Her sophomore year at
24 Manogue she received a 3.25 and 3.125 during her Sophomore year at Manogue with ample resources
25 provided to her. Exhibit 7 – Bella's Report Cards. Although worth the investment of time and money,
26 Bella requires tutors and private school, resources that are not provided to Michael at this time.
27 Additionally, MICHAEL has only offered to pay for Bella's private schooling if she is enrolled in
28

1 Reno. In fact instead of helping KERSTAN pay for tutoring services in Las Vegas, MICHAEL took
2 Coverdale funds set aside for this purpose by the Parties and took the funds for his own personal
3 use leaving KERSTAN to pay the bill. MICHAEL did not offer to pay for Bishop Gorman, which is
4 located near KERSTAN and has comparable program.

5 At no time did KERSTAN agree that by enrolling Bella into Manogue would this somehow
6 change her status of physical guardian of Bella. Manogue is a preparatory school and the Parties
7 agreed that Bella would reside, while in school, with MICHAEL's parents, Chuck and Carol Burr.
8 Exhibit 8 -- Email Correspondence. KERSTAN has continued to look for employment in the Reno-
9 Tahoe area and in fact has just interviewed with the firm Taggart and Taggart in Carson City, but has
10 not yet received a bona fide, commensurate job offer. Bella has frequent contact with KERSTAN and
11 both Bella and KERSTAN make the long distance separation work because Bella is thriving at this
12 high school, Bella has stated that she would like to graduate from Manogue, and KERSTAN wants
13 what is in the best interest of Bella. The Parties son, Michael J. is in school in Las Vegas, so traveling
14 is limited at times due to the children's' activities and schooling. KERSTAN is highly involved in
15 Bella's schooling, medical care, and extracurricular activities. KERSTAN forwards \$600.00 of
16 Bella's child support to an account managed by Chuck and Carol Burr each month for Bella's use.
17 KERSTAN also pays for Bella's medical and car insurance premiums, phone, and travel expenses. In
18 fact, KERSTAN has actually never paid more than right now for Bella because she wants to ensure she
19 has an opportunity to attend college if Bella chooses to, which can be challenging for a student with
20 Dyslexia. KERSTAN and MICHAEL each pay ½ of her private school tuition. KERSTAN does not
21 utilize any of Bella's child support for her own personal use at any time. Exhibit 9 -- Child Support
22 Transfers.

23 What is important to note, is that MICHAEL has taken for his own personal use, funds
24 from a Coverdale Account for tutoring (\$2,722.77) and private school tuition and from a 529
25 Plan established for the children's college (\$70,635.15) , and Penn Mutual Insurance
26 (\$177,958.18). MICHAEL was the custodian of these accounts, not KERSTAN, and all have been
27 depleted. Exhibit 10 -- Documentation for all funds taken. In fact the depletion of the Coverdale
28

1 Account is partially why MICHAEL was ordered to pay KERSTAN an additional \$100.00 per month
2 in addition to his monthly child support. KERSTAN was going to utilize these funds towards the
3 Tutoring Club for tutoring services provided to Bella her 8th grade and freshman year. When
4 KERSTAN requested the funds from MICHAEL, he decided to take the money for himself.
5 MICHAEL also depleted funds from two large life insurance policies earmarked for the Parties'
6 children. MICHAEL has absconded over \$251,316.10 of the children's funds since the Parties
7 have divorced. BEFORE KERSTAN IS ORDERED TO SEND ANY FUNDS TO MICHAEL,
8 KERSTAN REQUESTS THAT THE COURT AT LEAST ORDER MICHAEL TO
9 REIMBURSE THE CHILDREN THE MONEY HE HAS STOLEN FROM THEM
10 TOTALLING \$251,316.10. IT WOULD BE AN UNJUSTICE TO ALLOW A FATHER, OR
11 CUSTODIAN TO TAKE MONEY SLATED FOR THE BENEFIT OF CHILDREN AND THEN
12 LATER AWARD HIM CHILD SUPPORT.

13 When Bella first enrolled in Manogue, KERSTAN struggled emotionally due to the loss of
14 time with her daughter. However, Bella has communicated to KERSTAN that she is happy at her new
15 school. KERSTAN can also see that she has formed great friendships with softball and soccer
16 teammates. Although a constant struggle, Bella has a great support network of teachers, grandparents,
17 parents, and tutors helping her scholastically. Bella's grandparents ensure that Bella attends weekly
18 mass and helped Bella achieve her sacrament of confirmation this last year. Bella's grandmother,
19 Carol, was Bella's Sponsor. MICHAEL is disengaged from practicing his religion and does not attend
20 mass on a regular basis. KERSTAN believes it is in Bella's best interest to stay at her grandparents
21 while she is in school, where she has a stable and structured home environment. Bella has a vehicle
22 and freedom to maintain visitation and frequent contact with MICHAEL daily should both of them
23 desire this.

24 Whereas, MICHAEL struggled with control during the early stage of the Parties' divorce, he
25 now struggles for control with his own parents. MICHAEL has inappropriate conduct when visiting
26 Bella at his parent's house including threatening texts message, yelling, berating them for their efforts
27 at caring for Bella, and purposefully thwarting their efforts to provide Bella with a consistent schedule
28

1 for her schooling. Exhibit 11 -- Email Correspondence. MICHAEL does not keep a consistent
2 visitation schedule with KERSTAN or his parents. He comes and goes as he sees fit and expects
3 everyone to drop their plans and allow him the type and amount of contact he deems necessary with
4 his children. MICHAEL has never followed the Parties' visitation schedule provided in the divorce
5 decree, which was fine with KERSTAN because she just simply got to spend more time with her
6 children. MICHAEL also never paid for his share of uncovered healthcare costs. This was never
7 raised by KERSTAN because she was focused on protecting herself and children from domestic and
8 other forms of financial abuse. MICHAEL frequently demeans KERSTAN and his parents to Bella.
9 He often speaks about his inability to access child support funds and it is very apparent that he
10 begrudgingly pays this support, even to his daughter. MICHAEL also has had hardship holding
11 down a consistent job. Since the Parties' divorce in 2009, MICHAEL has had over 5-6 different jobs
12 and moved at least 5-6 times. Even at this time, MICHAEL just informed KERSTAN that he does not
13 have a room for his daughter at his residence, which he states he has converted into an office space for
14 his new business.

15 *At the center of this motion it is very clear to see: MICHAEL'S MOTION FOR CUSTODY*
16 *IS NOT ABOUT ACCESS TO HIS DAUGHTER; IT IS ABOUT REDUCING OR ELIMINATING*
17 *HIS CHILD SUPPORT OBLIGATIONS.* This is not in the best interest of either child, Michael or
18 Bella. MICHAEL has demonstrated that he is not a good custodian of their assets and his financial
19 support will likely never reach his children should he not be ordered by this court to pay for them.

20 The most telling point to mention concerning a change in custody is that Bella has told
21 MICHAEL that she would prefer to stay with her grandparents and not move into his house when he
22 pressured her to do so. Bella does want to have ongoing visitation with her father. MICHAEL even
23 admitted the same to KERSTAN, corroborating Bella's representations to KERSTAN. It is true that
24 KERSTAN would rather Bella enroll in school in Las Vegas and reside daily in her home rather than
25 moving in with MICHAEL. KERSTAN believes that would be in Bella's best interest should it be
26 deemed that living with her grandparents is not suitable by this court. Both KERSTAN and Bella's
27 grandparents afford a stable, secure, and nourishing atmosphere for the children and Bella would also
28

1 be closer to her biological brother Michael if she returned to school Las Vegas (Henderson).
2 KERSTAN sent her up to Manogue because financial support was offered by MICHAEL and
3 even Bella's grandparents , whereas, it never was offered while Bella was in school in Henderson
4 with KERSTAN, in fact the money that was set aside for that purpose were taken by MICHAEL
5 for his personal use.

6 Arrears:

7 Prior to October of 2011, MICHAEL began making inconsistent child support payments.
8 Upon information and belief, once KERSTAN was ~~two~~ (2) months in arrears, she assigned her child
9 support collection over to the Nevada Child Support Enforcement Division. *You typically cannot*
10 *assign your support to the State unless the party obligated to pay is in arrears.* KERSTAN did this so
11 she did not have to confront MICHAEL about his support obligations, but left that to the State to
12 reduce conflict between the Parties.

13 Originally, MICHAEL was court ordered to pay \$1,936.00 per month for both children, and
14 later modified the amount to \$1,528.00 + \$150 for medical premiums, totaling \$1,678.00 per month.
15 Exhibit 12. District Attorney Payment Record. The District Attorney Family Support Division
16 manages his payments and accounting; not KERSTAN. At the administrative hearing to modify the
17 child support, the arrears were not addressed *because KERSTAN had not been placed on appropriate*
18 *notice prior to the hearing about MICHAEL contesting arrears, only to the request to modify the*
19 *monthly support obligation.* MICHAEL was represented by counsel and KERSTAN remembers it
20 being a lack of notice matter that thwarted his efforts to eliminate his arrears.

21 KERSTAN does know that sometimes she does not receive child support payments, for
22 example April and September of this year, no child support payment was received by KERSTAN and
23 KERSTAN knows that MICHAEL was at least ~~two~~ (2) months in arrears when she assigned her child
24 support rights to the State, thus arrears obviously exist and the State should be able to provide
25 MICHAEL this accounting. KERSTAN receives her support payment on a CHASE debit card and it
26 notified by text message when funds are received.

1 Refinance of HELOC on Sonatina:

2 KERSTAN and MICHAEL both received encumbered real property upon divorce in April
3 2009, during the peak of the housing crisis in Nevada and throughout the nation. Whereas MICHAEL
4 defaulted on his obligation to pay as promised on both Brightstone Court and Smith Lake Road
5 properties, damaging KERSTAN's credit, KERSTAN on the other hand paid off three mortgages for
6 the following properties: 1.Misty Garden, 2. China Rose and 3. Smith Lake Road) and refinanced the
7 primary loan on Sonatina through HARP, improving MICHAEL's credit. KERSTAN has been
8 informed that the HELOC cannot be refinanced until the property has a fair market value of \$360,000
9 by both B of A and Wells Fargo. *KERSTAN explained this to MICHAEL.* When MICHAEL states that
10 KERSTAN "does not care," it is just patently false. In addition, KERSTAN has attempted to provide
11 legal services (for free) to MICHAEL to assist him in repairing his credit. MICHAEL's credit has not
12 been harmed, only helped by KERSTAN. MICHAEL has had various late payments on mortgages
13 and other installment accounts. KERSTAN believes MICHAEL should provide the court his credit
14 report so the court can determine why his credit has been harmed to date.

15 The HELOC MICHAEL is requesting that KERSTAN be ordered to refinance is the very same
16 HELOC MICHAEL absconded \$7,000.00 from and was ordered by the Judge to repay KERSTAN
17 over time. That MICHAEL would even motion the court to order KERSTAN to pay off debt he
18 assumed is preposterous to KERSTAN and demonstrates his lack of empathy stemming from his
19 condition mentioned in Dr. Paglini's report. Exhibit 13. Order.

20 Attorney's Fees

21 MICHAEL has more savings than KERSTAN at this time and less liabilities. To expect
22 KERSTAN to pay attorney's fees for a motion without merit would be unjust. MICHAEL decided to
23 bring this motion because he is angry with her and his parents and should do so at his own expense.
24
25
26
27
28

1
2
3 II. LEGAL POINTS AND AUTHORITIES & ARGUMENT

4 A. A CHANGE IN CUSTODY IS NOT WARRANTED UNDER *ELLIS V. CARRUCCI*
5 BECAUSE THERE HAS NOT BEEN A SUBSTANTIAL CHANGE IN
6 CIRCUMSTANCES AFFECTING THE WELFARE OF ISABELLA AND IT IS NOT
 IN HER BEST INTEREST TO SEVER CUSTODIAL STABILITY AT THIS TIME.

7 As KERSTAN has primary physical custody of Isabella, *Ellis v. Carrucci*, should apply. 123,
8 Nev. 145 (2007). The court has stated that even if, “the court may ... [a]t any time modify or vacate
9 its order” upon “the application of one of the parties, “because numerous courts have documented the
10 importance of custodial stability in promoting the developmental and emotional needs of
11 children...IT SHOULD NOT LIGHTLY GRANT APPLICATIONS TO MODIFY CHILD
12 CUSTODY.” (EMPHASIS ADDED) *Ellis v. Carrucci*, 123 Nev. 145, 149, 161 P.3d 239, 242 (2007).

13 In *Ellis v. Carrucci*, the court stated that a modification of primary physical custody is
14 warranted only when (1) there has been a *substantial change in circumstances affecting the welfare of*
15 *the child*, and (2) *the modification would serve the child's best interest. Id at 153.* When assessing
16 what is in a child’s best interest the court will look to NRS 125.480. Section 4 of this statute states
17 that in determining the best interest of the child, the court shall consider and set forth its specific
18 findings concerning, among other things:

- 19 (a) The wishes of the child if the child is of sufficient age and capacity to
20 form an intelligent preference as to his or her custody.
21 (b) Any nomination by a parent or a guardian for the child.
22 (c) Which parent is more likely to allow the child to have frequent
23 associations and a continuing relationship with the noncustodial parent.
24 (d) The level of conflict between the parents.
25 (e) The ability of the parents to cooperate to meet the needs of the child.
26 (f) The mental and physical health of the parents.
27 (g) The physical, developmental and emotional needs of the child.
28 (h) The nature of the relationship of the child with each parent.
 (i) The ability of the child to maintain a relationship with any sibling.
 (j) Any history of parental abuse or neglect of the child or a sibling of the
 child.
 (k) Whether either parent or any other person seeking custody has
 engaged in an act of domestic violence against the child, a parent of the
 child or any other person residing with the child. (EMPHASIS
 ADDED).

1 (l) Whether either parent or any other person seeking custody has
2 committed any act of abduction against the child or any other child.

3 In *Ellis*, the father of a young girl alleged that she was suffering academically and the court
4 felt that this academic issue demonstrated a "substantial change in circumstance" affecting the
5 welfare of the young girl. The court moved away from the material change in circumstance of the
6 parent, triggered under *Murphy*, and focused more on the child's best interest and stated this was
7 "paramount." See *Ellis v. Carucci*, 123 Nev, 145 149 (2007). The rationale behind *Ellis* cannot be
8 stressed enough; the court has stated the following:

9 "While the Murphy test is too restrictive because it improperly focuses
10 on the circumstances of the parents and not the child (EMPHASIS
11 ADDED), custodial stability is still of significant concern when
12 considering a child's best interest (EMPHASIS ADDED). The
13 "changed circumstances" prong of the revised test serves the important
14 purpose of guaranteeing stability unless circumstances have changed to
15 such an extent that a modification is appropriate. In determining whether
16 the facts warrant a custody modification, courts should not take the
17 "changed circumstances" prong lightly. Moreover, any change in
18 circumstances must generally have occurred since the last custody
19 determination because the "changed circumstances" prong "is based on
20 the principle of res judicata" and "prevents 'persons dissatisfied with
21 custody decrees [from filing] immediate, repetitive, serial motions until
22 the right circumstances or the right judge allows them to achieve a
23 different result, based on essentially the same facts.'"

24 "The second prong of the revised test acknowledges the legislative
25 mandate that when making a child custody determination, "the sole
26 consideration of the court is the best interest of the child," and not
27 whether "the child's welfare would be substantially enhanced" by the
28 modification. This revision is significant because a modification of
custody may serve a child's best interest even if the modification does not
substantially enhance the child's welfare. In making a determination as to
whether a modification of custody would satisfy the "best interest" prong
of the revised test, courts should look to the factors set forth in
NRS 125.480(4) as well as any other relevant considerations.

23 A change of custody for Bella is not warranted at this time because there is not a substantial
24 change in circumstances affecting Bella's welfare at this time. In fact Bella is happy and excelling in
25 school THERE IS NOT A SUBSTANTIAL CHANGE TO HER WELFARE, BELLA IS DOING
26 BETTER THAN SHE EVER HAS SOCIALLY AND ACADEMICALLY WHILE IN THE
27 CUSTODY OF HER MOTHER AND ATTENDING SCHOOL AT HER GRANDPARENTS
28

1 THEREFORE THE COURT SHOULD PROTECT BELLA'S CUSTODIAL STABILITY.

2 Unfortunately, MICHAEL has been disruptive rather than collaborative in Bella's education this year
3 as nothing appears to be sufficient for his daughter's education if handled by his parents or
4 KERSTAN. This includes tutors selected for Bella's difficult coursework and/or psychologists
5 selected for re-evaluation for accommodations. If the decision is not MICHAEL's to make, then it is
6 the "wrong" decision.

7 Bella's parents have decided to send her to a college preparatory school with an ILC center
8 with resources for 504 students. Bella has stated to both MICHAEL and KERSTAN that she
9 would like to stay at her grandparent's house while enrolled in Manogue and KERSTAN works

10 in southern Nevada. KERSTAN continues to look for commensurate job opportunities in the area
11 and has not been afforded a commensurate, bona fide job offer at this time. KERSTAN understands
12 that she has an obligation to financially support her daughters health and maintenance, in addition to
13 this support KERSTAN is also shouldering the cost of private school tuition to help her daughter.
14 Bella is attempting to keep her grades above a 3.0 GPA so that she may enroll to a 4-year college
15 program. She is doing quite well and met this mark her Sophomore year. Prior to Bella leaving for
16 Manogue, KERSTAN spent time with Bella discussing whether or not she wanted to attend college
17 and the minimum GPA that she would be required to hold in high school. Bella has stated that she
18 would like to pursue a Visual Arts four-year degree. As you can see there is not a substantial change
19 in circumstances affecting Bella's welfare at this time. The only issue is that MICHAEL is angry with
20 KERSTAN and his parents and has attempted to utilize KERSTAN's employment in southern Nevada
21 to usurp Bella's living arrangement. As you can see from a text message received from MICHAEL
22 this month he believes Bella's grandparents have no power and that KERSTAN is too far away to fight
23 this change in custody. He further states that KERSTAN can pay for Bella's reevaluation for her 504
24 accommodations necessary for taking the college entrance exams (ACT and SAT), which will cost
25 \$3,000.00. He does not want to pay for such testing. Exhibit 14 - Text message from MICHAEL
26 September 2014. If MICHAEL will not even support Bella's re-evaluation for accommodations
27 in college to assist with her prior diagnosis of dyslexia, what will MICHAEL support? If this
28

1 court were to modify custody, there would most definitely be a **NEGATIVE** change in
2 circumstances affecting Bella's welfare. She would most likely be removed from a stable home,
3 have her money absconded from her, and not given sufficient academic support for her learning
4 disorder. She would also be placed with a parent who has been charged with **DOMESTIC**
5 **VIOLENCE, CHILD ABUSE, POSSESSION OF A CONTROLLED SUBSTANCE, and WAS**
6 **DIAGNOSED WITH A BORDERLINE PERSONALITY DISORDER.**

7 As you can further see, a modification in custody would not be in Bella's best interest as well.
8 Bella is 16.5 years old and has told her father that she would like to continue to stay at her
9 grandparent's house and not move in with him while she attends Manogue. This is the wish of Bella
10 and was known by MICHAEL prior to him filing this motion. (EMPHASIS ADDED). Bella will be
11 an adult in less than two years. MICHAEL has been diagnosed with a borderline personality disorder
12 in Dr. Paglini's report dated March 6, 2010, thus Bella's father has a substantive mental health issues
13 that precludes him from having physical custody of Bella. MICHAEL was charged with four counts
14 of assault with a deadly weapon in November of 2009. The counts were for each victim in the vehicle
15 when he decided to run into the side of KERSTAN's car when he was "mad" at KERSTAN. The
16 victims included KERSTAN, Isabella (age 11), Michael (age 4), and Graciana (age 7); (KERSTAN's
17 current stepdaughter). KERSTAN received a restraining order on the night of the arrest as it was
18 considered an act of DOMESTIC VIOLENCE by the officer on the scene. KERSTAN allows both
19 children to have frequent contact with their father, as required by this court. KERSTAN attempts to
20 reduce conflict between the Parties as much as reasonably possible and has provided a fairly positive
21 relationship with MICHAEL and both children. Lastly, KERSTAN has Michael, Bella's biological
22 sibling living with her and does everything in her power to have the children spend quality time
23 together.

24 For the above reasons, KERSTAN requests that this court protect Bella's custodial stability.
25 There is no substantial change in circumstances affecting Bella's welfare, other than positive changes
26 improving Bella's welfare, while in the custody of her mother. Additionally it is in Bella's best
27 interest under Nevada statute to continue to reside with her mom, and while attending preparatory
28

1 school in Reno, with her paternal grandparents until graduation. Her custodial stability comes before
2 any changes in her father's circumstances. Bella can drive a vehicle and is free to have ample
3 visitation and time with her father should the parties so choose to do so. MICHAEL cannot, under
4 law, insist that his daughter undergo a change in custody simply because he wants her to and it is
5 conducive for him to change it at this time, *Ellis* requires that we not look to MICHAEL's changed
6 circumstance, but rather the best interest of Bella and whether she has changed circumstances that
7 affect her welfare. It is apparent that MICHAEL's request for custody may stem from his wish to
8 discontinue paying child support. KERSTAN again requests that this court review the funds
9 absconded from both children totaling \$251,316.10 when MICHAEL served as custodian for the
10 children's assets and urges this court to protect her children accordingly. KERSTAN further urges this
11 court to order assurance of "Status Quo" concerning Bella's custodial arrangement until she is able to
12 graduate from high school. Bella recently visited the emergency room with her grandparents for
13 unknown "pain and discomfort" in her chest. KERSTAN believes this was due to stress and pressure
14 applied by MICHAEL attempting to have Bella move with him and disrupt her custodial stability.

15

16 **B. MODIFICATION OF CHILD SUPPORT PAYMENT SHOULD NOT BE GRANTED**
17 **AS THREE YEARS HAVE NOT PASSED SINCE THE LAST MODIFICATION AND**
18 **MICHAEL IS UNTRUTHFUL ABOUT HIS "CHANGED CIRCUMSTANCES."**

18 Under Nevada Statute, NRS 125B.145 a parent may review the amount owed for their child
19 support every three years as stated under NRS 125B.145 (1)(b), yet if three years' time has not passed
20 as in the case here (the last request to modify took place on March 2013, less than three years ago), a
21 parent may request modification of child support on the basis of "changed circumstances." Under
22 NRS 125B.145, a "changed circumstance" equates to a change in 20% of the gross monthly income of
23 a parent subject to an order.

24

24 On March of 2013, MICHAEL requested to modify his child support payment. He claimed that he
25 made substantially less money and had an annual salary of \$75,000.00. KERSTAN has copies of three
26 pay check stubs for September of 2013 (just six (6) months after the hearing), reflecting that
27 MICHAEL received near or around \$12,278.15 in that one two-week pay period alone from his
28

1 employer. See Exhibit 15 - Pay Stubs.

2 MICHAEL used his "change in income" to reduce his child support obligation as the review
3 coincided with MICHAEL accepting a new position with a base salary and commission at ANI. The
4 District Attorney's office allowed him to use his base salary as the "mark" for computing child support
5 and the children began receiving less support from their father, even though as the court can plainly
6 see, MICHAEL earned substantially more than he reported to the District Attorney. In just six
7 months' time, MICHAEL had earned twice the annual salary reported, but only had to pay as if
8 he earned \$75,000.00. You can see that MICHAEL is very good at navigating the "changed
9 circumstances" scenario and utilizing it to his advantage.

10 At this time, MICHAEL either resigned or lost his job with both ANI and Channel Impact, both
11 staffing companies. He has recently reinstated his old staffing company "Micone Staffing Resources
12 Inc," so that he can continue to recruit and staff for clients in the Reno-Tahoe area. Ironically,
13 MICHAEL requested that KERSTAN file his reinstatement as she is an attorney and she did, for free!
14 MICHAEL has explained to KERSTAN that he feels "comfortable" going it alone now as he just
15 sold a home and has near or around \$100,000.00 cash in the bank and extremely low liability in
16 terms of monthly bills. MICHAEL understands that he has the power to represent his own salary to
17 the court. KERSTAN requests that the court refer to MICHAEL's past representation of making
18 \$75,000.00 per year and compare it to what he made in just six months' time. Additionally, this
19 support is not alimony, but child support and it simply means that Isabella and Michael are financially
20 harmed if the court allows him to manipulate the "change circumstances" provision under statute.

21 For the reasons above, KERSTAN request that the court refuse to modify child support obligations
22 at this time as MICHAEL can review the amount in roughly 18 months under statute. The three year
23 time period has been established to keep ex-spouses from continuously litigating this matter, as
24 MICHAEL is attempting to do right now.

1 C. MICHAEL'S CHILD SUPPORT ARREARS ARE MANAGED BY THE DISTRICT
2 ATTORNEY'S OFFICE, NOT KERSTAN, AND ARREARS MUST BE
3 DEMONSTRATED TO THE DISTRICT ATTORNEY IN ORDER FOR THIS
4 AGENCY TO ENFORCE THE COURT'S ORDER.

5 Under Nevada statute, NRS 125B.095, a penalty for delinquent payment of installment of
6 obligation of support is assessed as follows:

7 1. Except as otherwise provided in this section and NRS 125B.012,
8 if an installment of an obligation to pay support for a child which arises
9 from the judgment of a court becomes delinquent in the amount owed for
10 1 month's support, a penalty must be added by operation of this section
11 to the amount of the installment. This penalty must be included in a
12 computation of arrearages by a court of this State and may be so
13 included in a judicial or administrative proceeding of another state. A
14 penalty must not be added to the amount of the installment pursuant to
15 this subsection if the court finds that the employer of the responsible
16 parent or the district attorney or other public agency in this State that
17 enforces an obligation to pay support for a child caused the payment to
18 be delinquent.

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

23 Prior to enforcement of child support, the following protocols are required under NRS
24 125B.095:

25 2. Except as otherwise provided in subsection 3 and NRS 125B.012,
26 125B.142 and 125B.144:

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

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

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

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

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

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

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

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

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

5 On or around October of 2011, MICHAEL did not send child support payments to
6 KERSTAN. At this time KERSTAN signed an affidavit of arrears as required by the Child
7 Support Enforcement Division of the State of Nevada. See Exhibit 16 - Affidavit of Kerstan
8 10/2011. Additionally, at the request to modify support on March of 2013, MICHAEL and
9 KERSTAN were provided the Audit Summary by the State of Nevada, which notes that an
10 affidavit was signed as well. This Audit Summary reflects the arrears owed as \$10,518.00 and
11 was dated 12/2012. See Exhibit 17 - Audit Summary.

12 At the hearing in March of 2013, the hearing master was concerned that KERSTAN had
13 not been provided adequate notice by MICHAEL who challenged the arrears. Prior to the
14 hearing, MICHAEL was only indicating that he wanted to modify his monthly child support
15 obligation, not challenge the arrears. At the time of the hearing, MICHAEL's counsel attempted
16 to challenge the arrears and was not allowed to do so as there had been no notice provided to the
17 State's District Attorney's Office or KERSTAN.

18 In addition to not paying child support towards the end of calendar year 2011, MICHAEL
19 has also provided inconsistent payment to the State or in the alternative; the State has provided
20 inconsistent funding to KERSTAN over time. For example, the months of April and September
21 of 2014, no child support was received by KERSTAN. KERSTAN requested a copy of the
22 payment history from the District Attorney's office and has included it for the court's review
23 sometime after the April 2014 payment was not received. See Exhibit 18 - Payment History.
24 KERSTAN requests that the court require that MICHAEL pay arrears actually due.

1 **D. KERSTAN SHOULD NOT BE ORDERED TO REFINANCE THE HELOC LOAN**
2 **AS MICHAEL ABSCONDED OVER \$7,000 FROM THIS EQUITY LINE AND THE**
3 **MARKET DOES NOT PROVIDE A REFINANCE OPTION AT THIS TIME.**

4 KERSTAN agrees that both parties were awarded real property in the divorce decree with
5 “encumbrances thereon.” KERSTAN was awarded three homes, including the Sonatina residence
6 which was “underwater” as many homes were in the Las Vegas valley. MICHAEL purchased this
7 home for the Parties and decided to take out the HELOC to avoid paying mortgage insurance, a
8 very common trend prior to the housing market crisis. KERSTAN successfully refinanced the
9 primary mortgage to lower the monthly mortgage obligation, but the bank would not allow a
10 refinance of the HELOC line of credit as there was insufficient equity in the home to do so and
11 still remains that way today.

12 MICHAEL’s negative credit history stems from negative payments to creditors; not from
13 KERSTAN. MICHAEL has delinquent payments to his prior divorce attorney who placed a lien
14 on his assets, a default on a Bentley purchased in 2005, a default on two home mortgages, and
15 multiple non-payments on credit cards and/or revolving lines of credit. KERSTAN actually
16 defended MICHAEL in one of these creditor actions, for free! KERSTAN requests that
17 MICHAEL provide the credit report reflecting the same to this court. The only thing KERSTAN
18 has done over time is strengthen MICHAEL’s credit. KERSTAN has paid off three mortgages that
19 were in MICHAEL and KERSTAN’s name joint and severally and refinanced the fourth.
20 KERSTAN paid off a mortgage for Smith Lake Road after MICHAEL defaulted on the obligation,
21 injuring KERSTAN’s credit history.

22 While MICHAEL request that this court order KERSTAN to refinance the HELOC, he
23 conveniently fails to mention that during calendar year 2011, the same time he defaulted on his
24 child support obligation, MICHAEL began taking money from the HELOC home equity line.
25 MICHAEL absconded near or around \$7,000 in funds from the very HELOC line he would like
26 the court order KERSTAN to refinance. For the court to order such an unjust remedy would be
27 truly remarkable. That would be KERSTAN ordered to pay-off MICHAEL’s accrued debt.

28 For these reasons above, KERSTAN request that the court refrain from ordering

1 KERSTAN to pay off debt, some of which was accrued by MICHAEL himself.

2
3 **E. KERSTAN SHOULD NOT BE ORDERED TO PAY MICHAEL'S ATTORNEY'S**
4 **FEES UNDER THE PREMISE OF SARGEANT V. SARGEANT AS MICHAEL**
5 **HAS MORE LIQUID ASSETS AND LESS LIABILITY THAN KERSTAN AND**
6 **BRINGS THIS MOTION IN BAD FAITH.**

7 Under *Sargeant v. Sargent*, 88 Nev. 223, 227 (1972), a party to a divorce action must be
8 afforded her/his day in court without destroying her/his financial position. This would imply that
9 she/he should be able to meet her/his adversary in the courtroom on an equal basis. In *Sargeant*, a
10 wife was at risk of having to "liquidate her savings and jeopardize the child's and her future
11 subsistence still without gaining parity with her husband [in court]." Thus the court held that the
12 wife's attorney's fees should be paid by her husband.

13 MICHAEL unlike the wife in *Sargeant*, has over \$100,000 in the bank due to a recent sale
14 of a home. He is fully armed and ready to pay his attorney to make this motion, even though it
15 lacks merit. Giving his counsel the benefit of the doubt concerning MICHAEL's criminal history
16 as MICHAEL has given much effort to make sure these documents are sealed if possible, his
17 counsel should have informed him that there is a presumption that giving custody to a parent who
18 has committed an act of domestic violence against a parent or child is not in the best interest of the
19 child and that MICHAEL would have to provide clear and convincing evidence why the court
20 should rule contrary to that presumption. If MICHAEL was forthright concerning his criminal
21 background and was still advised by counsel that his motion was valid, then his counsel should be
22 sanctioned under Rule 11 for filing a frivolous motion that lacks merit.

23 **F. COUNTERMOTION FOR STATUS QUO CONCERNING BELLA'S LIVING**
24 **ARRANGEMENTS WHILE ENROLLED IN COLLEGE PREPATORY SCHOOL**
25 **AT BISHOP MANOGUE.**

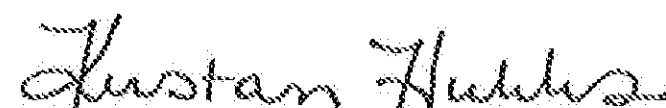
26 A preliminary injunction to preserve the status quo is normally available upon a showing
27 that the party seeking it enjoys a reasonable probability of success on the merits and that the
28 defendant's conduct, if allowed to continue, will result in irreparable harm for which

1 compensatory damages is an inadequate remedy. *Memory Gardens v. Pet Ponderosa*, 88 Nev. 1,
2 492 P.2d 123 (1972).

3 KERSTAN requests that this court protect Bella's custodial stability and to enjoin
4 MICHAEL from taking any action that would cause undue stress to Bella and Bella's grandparents
5 at this time concerning Bella's living arrangements while in school. KERSTAN believes that her
6 objection to MICHAEL's motion has a reasonable probability of success on the merits as she
7 believes that the court will hold that Bella's custodial stability should be respected and that
8 MICHAEL incessant requests for Bella to move into his home may cause irreparable harm to
9 Bella's mental well-being for which compensatory damages is inadequate to remedy.

10 For the reasons stated above, KERSTAN request that the court reaffirm Bella's current
11 custodial status and that Bella remains in the physical custody of KERSTAN and that an injunction
12 for status quo concerning Bella's living arrangements while attending Manogue be ordered by this
13 court until Bella either returns to Las Vegas and/or KERSTAN relocates to Reno upon accepting a
14 commensurate, bona fide job offer.
15

16
17 DATED this 1st day of October, 2014.

18 

19 Kerstan Hubbs
20 1319 Minuet Street
21 Henderson, NV 89052

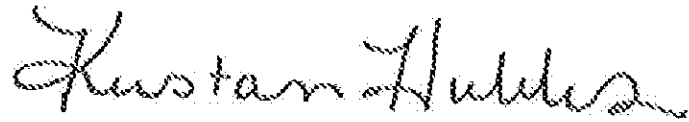
22 *In Proper Person*
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that I deposited a true and accurate copy of the foregoing OPPOSITION TO DEFENDANT' MOTIONS AND COUNTER MOTION FOR AN ORDER FOR STATUS QUO FOR CHILD'S LIVING ARRANGEMENTS WHILE AWAY AT PREPARTORY SCHOOL by depositing the same in the United States Postal Service, via first class mail, postage prepaid in Las Vegas, Nevada, on the 1st day of October, 2014, addressed as follows:

DONN W. PROKOPIUS, ESQ.
Nevada State Bar No. 006460
JEREMY R. BEASELY, ESQ.
Nevada State Bar No. 12176
PROKOPIUS & BEASLEY
931 South Third Street
Las Vegas, NV 89101



Kerstan Hubbs
1319 Minuet Street
Henderson, NV 89052

In Proper Person

EXHIBIT 1

FILED

APR 17 2003

E. J. Jones
CLERK OF THE COURT

1 DECD
2 BLACK & LOBELLO
3 John D. Jones, Esq.
4 Nevada State Bar No. 6699
5 10777 West Twain Avenue, Suite 300
6 Las Vegas, Nevada 89135
7 Telephone Number: (702) 869-8801
8 Fax Number: (702) 869-2669
9 Email Address: jjones@blacklobello.com
10 Attorneys for Plaintiff,
11 KERSTAN MICONE

7 DISTRICT COURT
8 FAMILY DIVISION
9 CLARK COUNTY, NEVADA

9 KERSTAN D. MICONE,

10 Plaintiff,

11 vs.

12 MICHAEL A. MICONE,

13 Defendant.

CASE NO.: D-08-388334-D

DEPT. NO.: J

14
15 STIPULATED DECREE OF DIVORCE

16 This matter having been entered before the above-entitled Court upon the
17 Complaint of the Plaintiff, KERSTAN MICONE, ("Kerstan"), appearing through her
18 attorneys of record, John D. Jones, Esq. of BLACK & LOBELLO and the Defendant,
19 MICHAEL A. MICONE, ("Michael"), appearing through his attorneys of record, James J.
20 Jimmerson, Esq. and Soraya M. Veiga, Esq. of JIMMERSON HANSEN, PC, and whereas
21 the Parties have agreed that it is in their best interests, they have reduced their
22 agreements to all issues to one single Stipulated Decree of Divorce, which will govern all
23 issues. Whereas based upon the fact that the Parties have stipulated as such, and to the
24 following terms, and the Court being fully informed in the premises, FINDS:
25

26 That the Court has complete jurisdiction in the premises, both as to the subject
27 matter thereof as well as the Parties thereto; that both Parties have waived their right to
28 the making, filing, and service of Findings of Fact and Conclusions of Law, and all other

1 notice required by law having been waived; that the Parties are entitled to a Decree of
2 Divorce as set forth in the Complaint for Divorce.

3 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
4 that the bonds of matrimony now and heretofore existing between Kerstan and Michael be
5 dissolved; that they be granted an absolute Decree of Divorce; and that each of the
6 parties hereto be restored to the status of a single, unmarried person.
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there are two (2)
9 minor children born the issue of this marriage, to wit: Isabella Caroline Micone, born
10 March 26, 1998; and Michael Joseph Micone, born January 7, 2005. To the best of her
11 knowledge, Kerstan is not currently pregnant. The minor children's habitual residence
12 and home state is the State of Nevada, USA.
13

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the parties share
15 joint legal custody of the minor children, Isabella Caroline Micone, born March 26, 1998;
16 and Michael Joseph Micone, born January 7, 2005.

17 Joint legal custody shall be defined as follows:

18 The parents shall confer with each other on all important matters
19 pertaining to the children's health, welfare, education, religious training and
20 upbringing to arrive at a harmonious policy to promote the children's best
interests, and not to promote the personal desires of either party.

21 The parents shall confer with each other on all matters regarding the
22 children's healthcare, including but not limited to, medical, dental, orthodontic,
23 surgical, optical, or psychological, and shall immediately inform the other
parent of any health condition of the children except in emergency situations
when prior consultations are not possible.

24 The parents shall confer with each other regarding decisions pertaining
to the education and school curriculum of the children.

25 Each parent shall share with the other parent information concerning
26 the well being of the children, including, but not limited to, copies of report
27 cards; school meeting notices; vacation schedules; class programs; requests
28 for conferences; results of standardized or diagnostic tests; notices of
activities involving the children; samples of school work; order forms for
school pictures; and all communications from healthcare providers, child care
providers, and educators.

1 The parents shall confer with each other regarding the extracurricular
2 activities which are available to or contemplated for the children either through
3 the regular school curriculum or outside of the school curriculum, and shall
4 inform the other parent of the times and places of athletic events and
5 extracurricular events of the children so that the other parent shall also have
6 the opportunity to participate in such activities.

7 Both parents shall be allowed free access to any and all records
8 pertaining to their children. Both parents shall be allowed to confer
9 independently with any and all professionals involved with their children.

10 Each parent shall keep the other parent informed of his or her
11 respective address, home and work telephone numbers, and shall notify the
12 other parent of any change thereto within twenty-four (24) hours of any
13 change.

14 Each parent shall be entitled to reasonable telephone communication
15 with the children. Each parent is restrained from unreasonably interfering with
16 the children's right to privacy during such telephone conversations with the
17 other parent.

18 In the event that either parent shall take the children out of state on
19 vacation, that parent shall specifically notify the other parent of the plans and
20 provide a telephone number and itinerary to the other parent.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff and
22 Defendant shall share physical custody of the minor children, with Kerstan being
23 designated as the primary custodial parent, as follows:

24 Week One: The children will reside with Kerstan from Sunday at 6:00 PM until
25 Tuesday of the next week at 9:00 a.m. or when Kerstan drops them off at school (9
26 consecutive days).

27 Week Two: Michael will have the children from Tuesday at 3:00 p.m. if school is
28 session or 9:00 a.m. if school is not in session until Sunday of the same week at 6:00 p.m.
(5 consecutive days).

The above schedule shall repeat indefinitely.

Upon reasonable notice and practicality, both parents shall have first right of
refusal to care for children if either parent attempts to leave the children in another's care
for more than 4 hours.

1 The parties will share holidays and other special days as follows:

2 Kid's Birthday -- Kerstan shall have the children on their birthday in even-
3 numbered years. Michael shall the children on their birthday in odd-numbered years.

4 Martin Luther King, Jr. Day -- Kerstan shall have the children for the Martin Luther
5 King, Jr. weekend beginning Friday at 3:00 p.m. or when school lets out until Monday at
6 6:00 p.m. in odd-numbered years. Michael shall have the children for the Martin Luther
7 King, Jr. weekend beginning Friday at 3:00 p.m. or when school lets out until Monday at
8 6:00 p.m. in even-numbered years.

9 President's Day - Kerstan shall have the children for the President's Day weekend
10 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-
11 numbered years. Michael shall have the children for the President's Day weekend
12 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-
13 numbered years.

14 Spring Break - Kerstan shall have the children for the Spring Break holiday
15 beginning the Friday preceding the holiday at 3:00 p.m. or when school lets out until
16 Sunday at 6:00 p.m. in even-numbered years. Michael shall have the children for the
17 Spring Break holiday beginning the Friday preceding at 3:00 p.m. or when school lets out
18 until Sunday at 6:00 p.m. in odd-numbered years.

19 Mother's Day/Father's Day -- Kerstan shall have the children for Mother's Day
20 every year beginning at 9:00 a.m. until 6:00 p.m. Michael shall have the children for
21 Father's Day every year beginning at 9:00 a.m. until 6:00 p.m.

22 Memorial Day - Kerstan shall have the children for the Memorial Day weekend
23 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-
24 numbered years. Michael shall have the children for the Memorial Day weekend
25

1 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-
2 numbered years.

3 Parent's Birthday - Kerstan shall have the children on her birthday every year.
4 Michael shall have the children for his birthday every year.

5 July 4th Holiday - Kerstan shall have the children for the 4th of July holiday
6 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-
7 numbered years. Michael shall have the children for the 4th of July holiday beginning
8 Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-numbered
9 years.
10

11 Labor Day - Kerstan shall have the children for the Labor Day weekend beginning
12 Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-numbered
13 years. Michael shall have the children for the Labor Day weekend beginning Friday at
14 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-numbered years.
15

16 Nevada Day/Halloween - Kerstan shall have the children for the Nevada
17 Day/Halloween holiday weekend beginning Friday at 3:00 p.m. or when school lets out
18 until Monday at 6:00 p.m. in even-numbered years. Michael shall have the children for
19 the Nevada Day/Halloween weekend beginning Friday at 3:00 p.m. or when school lets
20 out until Monday at 6:00 p.m. in odd-numbered years.
21

22 Veteran's Day - Kerstan shall have the children for the Veteran's Day weekend
23 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in odd-
24 numbered years. Michael shall have the children for the Veteran's Day weekend
25 beginning Friday at 3:00 p.m. or when school lets out until Monday at 6:00 p.m. in even-
26 numbered years.

27 Thanksgiving - Kerstan shall have the children for the Thanksgiving Day holiday
28 beginning the Wednesday preceding the holiday at 3:00 p.m. or when school lets out until

1 Monday at 6:00 p.m. in even-numbered years. Michael shall have the children for the
2 Thanksgiving Day holiday beginning the Wednesday preceding the holiday at 3:00 p.m. or
3 when school lets out until Monday at 6:00 p.m. in odd-numbered years.

4 Christmas

5 First half (1/2) of the Christmas Holiday - Kerstan shall have the children for the
6 Christmas holiday beginning the day school lets out for the Christmas Break until
7 December 26th at 6:00 p.m. in even-numbered years. Michael shall have the children for
8 the Christmas holiday the day school lets out for the Christmas Break until December 26th
9 at 6:00 p.m. in odd-numbered years.

10 Second half (1/2) of the Christmas Holiday - Kerstan shall have the children for
11 the Christmas holiday beginning December 26th at 6:00 p.m. until she drops the children
12 off at school following the Christmas Holiday in odd-numbered years. Michael shall have
13 the children for the Christmas holiday beginning December 26th at 6:00 p.m. until he drops
14 the children off at school following the Christmas Holiday in even-numbered years.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that receiving party
16 shall pick up. In the event Michael has the children in Reno for his timeshare he will
17 deliver the children to Kerstan at the scheduled time.

18 IT IS FURTHER ORDERED, ADJUGED AND DECREED that each parent shall
19 have the right to exercise three (3) weeks of uninterrupted time in blocks of time of no
20 greater than ten (10) days. Each parent shall give thirty (30) days notice. Each parent
21 shall have the right to notice their planned vacation on January 1st of each year with the
22 parent giving notice first having preference of the weeks chosen. Any school missed must
23 be by mutual written consent of both parents.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event either
25 party suspects drug use by the other, that they may demand a hair and urine drug test of
26

1 the other one time per month and that the testing party must submit within 24 hours of the
2 demand or otherwise be presumed to have a positive (dirty) result. In the event a
3 demanded test is clean, the cost of the test will be reimbursed by the requesting party. If
4 the drug test is positive, the children will remain in the care of the non-drug using party
5 until the matter can be brought before the judge. All drug testing requested will end on
6 January 1, 2012.
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to N.R.S.
9 125.510 (7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by
10 the 14th session of the Hague Conference on Private International Law, are applicable to
11 the parties as follows:
12

13 Subsection 8: If a parent of the children lives in a foreign country or has
significant commitments in a foreign country:

14 (a) the parties may agree, and the Court shall include in the Order for
custody of the children, that the United States is the country of habitual
15 residence of the children for the purposes of applying the terms of the Hague
Convention as set forth in Subsection 7.

16 (b) Upon motion of the parties, the Court may order the parent to post a
bond if the Court determines that the parent poses an imminent risk of
17 wrongfully removing or concealing the children outside the country of habitual
residence. The bond must be in an amount determined by the Court and may
18 be used only to pay for the cost of locating the children and returning him to his
habitual residence if the children is wrongfully removed from or concealed
19 outside the country of habitual residence. The fact that a parent has significant
commitments in a foreign country does not create a presumption that the parent
20 poses an imminent risk of wrongfully removing or concealing the children.

21 The parties acknowledge that the children's home state is Nevada, which is in the
22 United States of America.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to N.R.S.
24 125.510, the parties are hereby notified as follows:

25 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT
26 OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS
27 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN N.R.S.
28 193.130. N.R.S. 200.359 provides that every person having a limited right of
custody to a child or any parent having no right of custody to the child who
willfully detains, conceals or removes the child from a parent, guardian or other
person having lawful custody of a right of visitation of the child in violation of an
order of this court, or removes the child from the jurisdiction of the court without

1 the consent of either the court or all persons who have the right to custody or
2 visitation is subject to being punished for a category D felony as provided in
N.R.S. 193.130.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties are put
4 on notice pursuant to N.R.S. 125C.200:

5 If custody has been established and the custodial parent intends to move his
6 residence to a place outside of the State of Nevada and to take the minor child
7 with you, you must, as soon as possible and before the planned move, obtain
8 the written permission of the non-custodial parent to move the child from the
9 State of Nevada. If the non-custodial parent refuses to give that consent, the
custodial parent shall, before you leave the State of Nevada with the child,
petition the court for permission to move the child. The failure of a parent to
comply with the provisions of this section may be considered as a factor if a
change of custody is requested by the non-custodial parent.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that beginning July 1,
11 2010, child support will adjust pursuant to NRS 125B.0707 based upon the consumer
12 price index to whatever the highest cap level is and will continue to adjust each July,
13 thereafter.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that based upon
15 Michael's earning capacity, he shall pay child support in the amount of \$1,936.00 per
16 month or \$968.00 per month per child on or before the 15th of each month. Michael shall
17 continue to pay such child support on the 15th day of each month until such time that the
18 children reach eighteen (18) years of age if no longer enrolled in high school, otherwise
19 until the child graduates from high school or reaches nineteen (19) years of age, dies,
20 marries, or otherwise becomes emancipated pursuant to the Nevada.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to NRS
22 31A.025 to 31A.240, inclusive, the parties are hereby notified that child support payments
23 shall be subject to wage assignment by the obligor's employer should he or she become
24 more than thirty days delinquent in said child support payments.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall
26 submit the information required in N.R.S. 125B.055(3), N.R.S. 125.130 and N.R.S.
27
28

1 125,230 on a separate form to the Court and the Welfare Division of the Department of
2 Human Resources within ten days from the date this Decree of Divorce is filed. Such
3 information shall be maintained by the Clerk in a confidential manner and not part of the
4 public record. The parties shall update the information filed with the Court and the
5 Welfare Division of the Department of Human Resources within ten (10) days should any
6 of that information become inaccurate.
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kerstan has
9 completed the COPE class and Michael will complete the COPE class within thirty (30)
10 days of the entry of this Stipulated Decree of Divorce.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall
12 provide health insurance for the children at his cost until January 1, 2010, after which the
13 cost will of the premium will be equally shared by the parties, each party paying one-half
14 ($\frac{1}{2}$) of all uncovered health care expenses incurred on behalf of the child, including, but
15 not limited to, optical, dental, surgical or any psychological or psychiatric expense, until
16 such time as the children reach eighteen (18) years of age if no longer enrolled in high
17 school, otherwise until the children graduate from high school or reach nineteen (19)
18 years of age, die, marries or otherwise become emancipated pursuant to the Nevada
19 Revised Statutes, whichever comes first. In the event that Kerstan can provide
20 comparable coverage for less cost after January 1, 2010, she will cover the children and
21 the parties will split the costs of the premium.
22
23

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall pay
25 all costs of private school for the remainder of the 2008/2009 school year. Thereafter, the
26 children shall attend public school. In the event the parties agree that either child shall
27 attend private school beyond the 2008/2009 school year, they shall be equally responsible
28 for the costs thereof.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall
2 maintain health insurance for Kerstan through his company (as a consultant or employee)
3 at his expense until December 31, 2009.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the unequal
5 division of property set forth hereinafter takes into consideration the following:
6

- 7 1. Kerstan's claims of marital waste.
- 8 2. Michael's claims of separate property.
- 9 3. Michael's assumption of significant liabilities.
- 10 4. Michael's representations of possible bankruptcy.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kerstan shall have
12 confirmed to her as her sole and separate property free of any and all claims by Michael,
13 the sole ownership in and to the following:
14

- 15 1. One-half ($\frac{1}{2}$) of balances as of March, 27, 2009 of Community Bank
16 accounts ending in 2038, 2011.
- 17 2. One-half ($\frac{1}{2}$) of the Southwest Securities Accounts as of March 27, 2009.
- 18 3. One-half ($\frac{1}{2}$) of the proceeds of the Southwest Exchange 1031 settlement.
19 Monies to be paid to Kerstan within five (5) days of the receipt by Michael.
- 20 4. One hundred (100%) percent of Kerstan's Wells Fargo accounts, with less
21 than \$20,000.00.
- 22 5. One hundred (100%) percent of balance as of March 27, 2009 of joint Wells
23 Fargo account, with a nominal balance.
- 24 6. One-half ($\frac{1}{2}$) of the parties interest in the following business investments:
25 (a) Canyon Ranch Town Center, LLC,
26 (b) CB2, LLC,
27 (c) Colorado Riverfront Townhomes,
28

- 1 (d) Coolidge 135, LLC,
- 2 (e) Coolidge 234, LLC,
- 3 (f) Gragson Maul Hu ak (Diablo Commerce Center Investment),
- 4 (g) Gragson Tomsik, LLC,
- 5 (h) Hersperia 395, LLC,
- 6 (i) Koss,
- 7 (j) Mbar, LLC (Park Central Plaza Investment),
- 8 (k) Mohave Vista RV Resort, LLC,
- 9 (l) Park Central Plaza 32, LLC,
- 10 (m) San Texas, LLC,
- 11 (n) Southwest Corporate Center,
- 12 (o) Surprise Arizona, LLC, Trob, LLC, and
- 13 (p) Gilbert ME, LLC.
- 14
- 15
- 16 7. 40% of the parties interest in the following business investments
- 17 (a) El Dorado Development Partnership LLC
- 18 (b) Patrick Riley
- 19 (c) Village Investments LLC
- 20
- 21 8. One-half (1/2) of the \$250,000.00 Note Receivable from Kenny Kuykendall,
- 22 including one-half (1/2) of any payments from Kenny Kuykendall to date.
- 23 9. 40% of any remaining payments received by Michael from the sale of
- 24 Accountants, Inc. currently held in Community Bank account ending in 1744.
- 25 10. 40% of all payments for and the interest in Riverside Estates Note
- 26 Receivable.
- 27 11. Palm Place Unit 53318.
- 28 12. The residence located at 236 Misty Garden, Las Vegas, Nevada, subject to

the encumbrance thereon.

13. The residence located at 1242 Sonatina Drive, Henderson, Nevada (APN 190-06-112-049) and the contents therein, subject to the encumbrance thereon.

14. The residence located at 4591 China Rose, Reno, Nevada, subject to the encumbrance thereon.

15. 2008 Yukon Denali, subject to any encumbrance thereon.

16. 2005 Yukon owned by Micone Staffing.

17. One hundred (100%) percent of Kerstan's Southwest Securities IRA with an approximate balance of \$21,850.00.

18. One hundred (100%) percent of Kerstan's Southwest Securities 401(K) with an approximate balance of \$126,000.00

19. One hundred (100%) percent of Kerstan's Vanguard 401 (K) balance of \$9,000.00.

20. All personal property currently in Kerstan's possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall have confirmed to him as his sole and separate property free of any and all claims by Kerstan, the sole ownership in and to the following:

1. One-half ($\frac{1}{2}$) of balances as of March 27, 2009 of community bank accounts ending in 2038, 2011.

2. One-half ($\frac{1}{2}$) of the Southwest Securities Accounts as of March 27, 2009.

3. One-half ($\frac{1}{2}$) of the proceeds of the Southwest Exchange 1031 settlement. Monies to be paid to Kerstan within five (5) days of the receipt by Michael.

4. One hundred (100%) of the parties interest in the following business investments:

1 (a) Exec Air, LLC,

2 (b) Kyle Canyon, LLC,

3 (c) Nevada Hangar, LLC,

4 (d) Desert Frost (Titan Investment),

5 (e) NNN City Center Place, and

6 (f) Deadwood -Wolfpack, LLC.

7
8 5. One-half (1/2) of the parties interest in the following business investments:

9 a. Canyon Ranch Town Center, LLC,

10 b. CB2, LLC,

11 c. Colorado Riverfront Townhomes,

12 d. Coolidge 135, LLC,

13 e. Coolidge 234, LLC,

14 f. Gragson Maul Huak (Diablo Commerce Center Investment),

15 g. Gragson Tomsik, LLC,

16 h. Hersperia 395, LLC,

17 i. Koss,

18 j. Mbar, LLC (Park Central Plaza Investment),

19 k. Mohave Vista RV Resort, LLC,

20 l. Park Central Plaza 32, LLC,

21 m. San Texas, LLC,

22 n. Southwest Corporate Center,

23 o. Surprise Arizona, LLC, Trob, LLC,

24 p. Gilbert ME, LLC, and

25 q. Land America Investors (200,000 investment on 09/15/08).

26
27
28 6. 60% of the parties interest in the following business investments:

- 1 (a) Eldorado Development Partnership, LLC
- 2 (b) Patrick & Riley
- 3 (c) Village Investments, LLC
- 4
- 5 7. One hundred (100%) of the business account for Vici Nevada, LLC.
- 6 8. One-half (½) of the \$250,000.00 Note Receivable from Kenny Kuykendall,
- 7 including one-half (½) of any payments from Kenny Kuykendall to date.
- 8 9. 60% of all payments for and the interest in Riverside Estates Note
- 9 Receivable
- 10 10. 60% of any remaining payments received by Michael from the sale of
- 11 Accountants, Inc. currently held in Community Bank account ending in 1744.
- 12
- 13 11. Palms Place Unit 51316
- 14 12. The residence located at 1611 Brightstone, Reno, Nevada, and the contents
- 15 therein, subject to the encumbrance thereon.
- 16 13. The raw land located at 963 Smithcreek, Graegale, California, subject to the
- 17 encumbrance thereon.
- 18 14. One hundred (100%) of the commercial building located at 8860 West
- 19 Sunset, Suite 200, Las Vegas, Nevada 89148.
- 20 15. Vidara/Mandarin Oriental Deposit and Investment, subject to the cost
- 21 associated with finalizing the transaction.
- 22
- 23 16. 2005 Bentley, subject to lease encumbrance
- 24 17. 2008 Sierra, subject to any encumbrance.
- 25 18. 2007 Mastercraft, subject to any encumbrance.
- 26 19. Golf Cart
- 27 20. One hundred (100%) percent of the community interest in Micone
- 28 Staffing/Vici Tax Staffing and the equipment owned by Micone Staffing/Vici

1 Tax Staffing, its assets and obligations.

2 21. One Hundred (100%) percent of Michael's Mainstay IRA with an
3 approximate balance of \$6,200.00.

4 22. One Hundred (100%) percent of Michael's Southwest Securities 401(K) with
5 an approximate balance of \$192,000.00.

6 23. One Hundred (100%) percent of Michael's ING Financial Partners IRA with
7 an approximate balance of \$38,000.00.

8 24. All personal property currently in Michael's possession.

9
10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall
11 hold the other harmless and indemnify the other from the liabilities associated with the
12 properties awarded to each of them herein.

13
14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that to further clarify the
15 above mentioned indemnification, Michael will obtain a full release of liability from Stable
16 Development confirming that Kerstan has no liability associated with Michael's
17 commercial building.

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party has
19 made a full and honest disclosure of all assets and liabilities known to them and that each
20 party recognizes that the Court will retain jurisdiction over any omitted or inaccurately
21 identified assets/debts and to apportion them appropriately.

22
23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael shall
24 execute irrevocable assignments of one-half (½) of his/the community interest in the
25 notes/investments/business entities awarded to Kerstan above directing payment of one-
26 half (½) of any dividends or distributions to be paid directly to Kerstan.

27 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have
28 acknowledged that in the event capital calls are current on the LLC's they will continue

1 own jointly, that the inability or unwillingness of either party to make the capital call could
2 result in a dissolution of their interest.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party will hold
4 the other harmless from any debts they are assuming herein.

5
6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
7 policy with New York Life with a benefit of \$100,000.00 on Kerstan's life, currently in place
8 shall be owned by Kerstan, shall be maintained by Kerstan, with Kerstan paying the
9 premium for the policy on her own life, Michael shall be irrevocably named the beneficiary
10 of this policy in trust for the benefit of the children. Proof of payment or relevant
11 statements must be furnished upon request of either party.

12
13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED the life insurance policy
14 with Pacific Life with a benefit of \$750,000.00 on Michael's life, currently in place, shall be
15 owned by Michael, shall be maintained by Michael, with Michael paying the premium for
16 the policy on his own life, Kerstan shall be irrevocably named the beneficiary of this policy
17 in trust for the benefit of the children. Proof of payment or relevant statements must be
18 furnished upon request of either party.

19
20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
21 policy with New York Life with a benefit of \$50,000.00 on Michael's life, currently in place,
22 shall be owned by Michael, shall be maintained by Michael, with Michael paying the
23 premium for the policy on his own life. Michael can name the beneficiary of his choice for
24 this policy.

25
26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
27 policy with Penn Mutual Life Insurance Company with a benefit of \$3,500,000.00 on
28 Michael's life, owned by the SADI Trust, currently in place, shall be maintained by
Michael, with Michael paying the premium for the policy on his own life. The children shall

1 be irrevocably named the beneficiary of this policy. Michael can name a person of his
2 choice as beneficiary to hold the benefit of this policy in trust for the children.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the life insurance
4 with Penn Mutual Life Insurance Company with a benefit of \$7,000,000.00 on Michael's
5 life, owned by GristMill Trust, currently in place, shall be maintained by Michael, with
6 Michael paying the premium for the policy on his own life. The children shall be
7 irrevocably named the beneficiary of this policy. Michael can name a person of his choice
8 as beneficiary of this policy in trust for the children.
9

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all accounts,
11 including prepaid tuition and 529 accounts, or life insurance policies in existence for the
12 benefit of the children, or insuring their lives, shall be maintained for said children with
13 both parties being named as custodians and requiring both signatures for any
14 withdrawals.
15

16 IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties will file
17 joint tax returns for 2008 with Michael being responsible for any liability and entitled to any
18 refund therefore. The parties will file separate returns for 2009 and every year thereafter
19 with Kerstan claiming Michael as a dependent for tax purposes and Michael claiming
20 Isabella as a dependant for tax purposes. The parties shall alternate claiming Michael
21 each year once Isabella emancipates.
22
23
24
25
26
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from Michael=s
2 share of the cash accounts awarded to him above, he shall pay to Kerstan the sum of
3 \$10,000.00 as and for satisfactions of her claim for attorney=s fees under Sargeant v.
4 Sargeant, to Kerstan=s attorney. Kerstan shall hold Michael harmless from any liability for
5 monies owed to her lawyers.
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kerstan shall have
8 the option to resume using her maiden name of: Kerstan Hubbs or a hyphenated name of
9 Kerstan Hubbs-Micone.

1 Dated this 8 day of April, 2009.

Dated this 7 day of April, 2009.

1 Kerstan D. Micone
2
3 KERSTAN D. MICONE, Plaintiff

Michael A. Micone
MICHAEL A. MICONE, Defendant

1 DATED this _____ day of APR 15 2009, 2009.

2
3 KENNETH E. POLLOCK
4 DISTRICT COURT JUDGE

1 Respectfully submitted by:

2 BLACK & LOBELLO

3
4 [Signature]
5 John D. Jones, Esq.
6 Nevada Bar No. 006699
7 10077 W. Twain Ave., Suite 300
8 Las Vegas, Nevada 89135
9 (702) 869-8801
10 Attorneys for Plaintiff

Approved as to form and content by:

JIMMERSON HANSEN, P.C.

[Signature] (Ben. # 9168)
James J. Jimmerson, Esq.
Nevada Bar No. 000264
Soraya M. Veiga, Esq.
Nevada Bar No. 007944
415 South Sixth Street, Suite 100
Las Vegas, Nevada 89101
(702) 388-7171
Attorneys for Defendant

EXHIBIT 2

DISTRICT COURT

Family Division
CLARK COUNTY, NEVADA

FILED IN OPEN COURT

12/18/09, 20 09
Steven D. Grierson, Clerk of the Court
By: [Signature] Deputy

Hubby Kersion

Applicant,

vs.

Melone, Michael

Case No. T 09-121785-T

Adverse Party

PROTECTION ORDER AGAINST DOMESTIC VIOLENCE

Having considered the filings, testimony and evidence presented this day, and the Court having jurisdiction in this matter, and adverse party ☐ was present ☐ was not present this date ☐ attorney for adverse party present, the Court hereby finds and orders as follows:

The adverse party was served with notice of the hearing on _____.

_____ That the Temporary Protection Order issued in this case is *CONTINUED* in effect until the hearing date specified below, under the same terms and conditions as it was originally issued, subject to any exceptions noted below.

☒ That the Temporary Protection Order issued in this case is *EXTENDED* until 12-21-09. The adverse party is ordered to stay 100 yards away from the applicant, and 100 yards away from all locations the adverse party is excluded from in the Temporary Order. The adverse party is ordered to continue to obey, all of the orders, terms and conditions of the Temporary Order issued in this case subject to any exceptions noted below.

_____ That the court finds good cause to *ISSUE* the Temporary Protection Order immediately. That the adverse party stay 100 yards away from the applicant at all times, including those places noted below, having no contact whatsoever with the applicant.

_____ That the Protection Order issued in this case on _____ is *DISSOLVED*.

_____ The parties are ordered to appear at a RETURN HEARING TO BE HELD:

On 12-21-09, at 9:00 AM a.m./p.m. at:
Department: TPO, Family Court and Services Center, 601 N. Pecos Rd., Las Vegas, Nevada 89101

_____ That the ☐ *APPLICANT* ☐ *ADVERSE PARTY* shall have temporary physical custody of the minor child[ren] of the parties, subject to the visitation of the other party outlined below.

_____ That each month the ☐ *APPLICANT* ☐ *ADVERSE PARTY* is ordered to pay to the other party \$ _____ beginning _____, for the temporary support of the minor child[ren] until a permanent order for child support is established or until the expiration of the Extended Order, whichever occurs first. A wage assignment is ordered. This amount is payable $\frac{1}{2}$ on _____ and _____ of the month.

_____ Other Orders of the Court regarding: ☐ Visitation ☐ Terms of Protection Order ☐ Other Matters ☐ Firearm(s) Addendum

SO ORDERED 12-18-09

DISTRICT COURT COMMISSIONER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the herein Protection Order Findings and Recommendations are hereby approved. These Orders are effective immediately.

(Judge's or Commissioner's initials will appear next to all orders that apply)

DISTRICT COURT JUDGE

AA-000095

EXHIBIT 3

JUSTICE COURT, HENDERSON TOWNSHIP
CLARK COUNTY, NEVADA
DOCKET SHEET...CRIMINAL

CASE # 09CRH002309-0000 09FH2289X
State MICONE, MICHAEL ANTHONY 2674787 (SCOPE)
Charge(s) ASSAULT WITH A DEADLY WEAPON (4 counts)

Conditions

Description	Required Amount	Bal Due	Due Dt	Notes
-------------	-----------------	---------	--------	-------

LINKED CASES FOR: 09CRH002309-0000

CASE #	STATUS	EVENT DATE	EVENT DESCRIPTION
09PCH001817-0000	CLOSED		NO FUTURE EVENTS

DATE, JUDGE, OFFICERS
OF COURT PRESENT

PROCEEDINGS
APPEARANCES - HEARING

EVENTS

November 08, 2009	BAIL AMOUNT Charge #1: ASSAULT WITH A DEADLY WEAPON DOMESTIC VIOLENCE <hr/> BAIL AMOUNT Charge #2: ASSAULT WITH A DEADLY WEAPON DOMESTIC VIOLENCE <hr/> BAIL AMOUNT Charge #3: ASSAULT WITH A DEADLY WEAPON DOMESTIC VIOLENCE <hr/> BAIL AMOUNT Charge #4: ASSAULT WITH A DEADLY WEAPON DOMESTIC VIOLENCE	
November 10, 2009	\$5,000.00 SURETY BOND POSTED Charge #1: ASSAULT WITH A DEADLY WEAPON DOMESTIC VIOLENCE <hr/> \$5,000.00 SURETY BOND POSTED Charge #2: ASSAULT WITH A DEADLY WEAPON DOMESTIC VIOLENCE <hr/> \$5,000.00 SURETY BOND POSTED Charge #3: ASSAULT WITH A DEADLY WEAPON DOMESTIC VIOLENCE <hr/> \$5,000.00 SURETY BOND POSTED Charge #4: ASSAULT WITH A DEADLY WEAPON DOMESTIC VIOLENCE	
November 18, 2009	COMPLAINT FILED CONTINUED FOR BAIL RETURN DATE SURETY BONDS CONTINUE	

JUSTICE COURT, HENDERSON TOWNSHIP
CLARK COUNTY, NEVADA
DOCKET SHEET...CRIMINAL

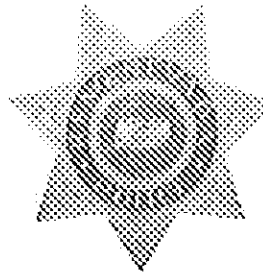
CASE # 09CRH002309-0000 09FH2289X

State MICONE, MICHAEL ANTHONY

2674787 (SCOPE)

DATE, JUDGE, OFFICERS OF COURT PRESENT	PROCEEDINGS APPEARANCES - HEARING	EVENTS
November 19, 2009	<p>SET FOR COURT APPEARANCE Event: FELONY ARRAIGNMENT HND Date: 12/03/2009 Time: 9:00 am Judge: GIBSON SR, DAVID S Location: DEPARTMENT 3</p> <p>Result: ARRAIGNMENT HEARING HELD</p>	
December 03, 2009 M. DELAGARZA, PRO TEM FOR D. S. GIBSON SR, JP M. BOLENBAKER, DDA M. PANDULLO, ESQ FOR J. ORNOZ, ESQ C. DAY, CLK L. BRENSKE, CR	<p>INITIAL ARRAIGNMENT: Defendant NOT PRESENT. Defense Counsel ACKNOWLEDGES, WAIVED reading of the Complaint. By and through his attorney, defendant asked for date certain for hearing. WAIVED 15 day rule. PRELIMINARY HEARING DATE SET. SURETY BOND CONTINUES</p> <p>ARRAIGNMENT HEARING HELD The following event: FELONY ARRAIGNMENT HND scheduled for 12/03/2009 at 9:00 am has been resulted as follows:</p> <p>Result: ARRAIGNMENT HEARING HELD Judge: GIBSON SR, DAVID S Location: DEPARTMENT 3</p> <p>SET FOR COURT APPEARANCE Event: PRELIMINARY HEARING HND Date: 04/01/2010 Time: 9:30 am Judge: GIBSON SR, DAVID S Location: DEPARTMENT 3</p>	<p>PRELIMINARY HEARING HND Date: April 01, 2010 Time: 9:30 am Location: DEPARTMENT 3</p>

EXHIBIT 4



Friday, June 18, 2010

2010 South: Shots Fired on Yori.

Officers responded to reports of shots fired and located casings. There were no reported injuries. The investigation is on going.

Case #10-16285

2255 North: Arrest - Domestic Battery on Sky Valley.

Gary Nichols, DOB 2/27/1969, was arrested on the above charge.

Case #10-16300

2347 South: Armed Robbery on Idlewild Drive.

The victim was flagged down by the suspect who then displayed a knife and demanded his wallet. The suspect is described as: W/M/A, mid twenties, 5'-7" tall, medium build with short hair, LSW white shorts.

Case #10-16303

Saturday, June 19, 2010

0340 Central: Arrest - Domestic Battery / Simple Battery / DUI on Elko Ave.

April Sago, DOB 8/29/1981, was arrested on the above charges.

Case #10-16317

1235 South: Arrest - Child Abuse on Brightstone Court.

Michael Micone, DOB 5/28/1968, was arrested on the above charge.

Case #10-16329

1725 South: Arrest - Possession of a Stolen Motor Vehicle / DUI, Drugs @ Cordone & Vassar.

Officers observed the suspect driving a stolen motorcycle and conducted a stop. Travis Rogers, DOB 3/13/1985, was arrested on the above charges.

Case #10-16327

2115 North: Arrest - Possession of a Stolen Motor Vehicle @ Clear Acre & Tripp.

Officers observed a vehicle with fictitious plates and conducted a stop. Joshua Canada, DOB 9/22/1990, and a juvenile, were arrested on the above charge.

Case #10-16321

Sunday, June 20, 2010

0006 Central: Shots Fired on Lee Ave.

Officers responded to a report of shots fired. There were no reported injuries. The investigation is on going.

Case #10-16381

Lieutenant Robert Nuttall, Public Information Officer

Reno PD Detective Media Information: 334-2444

General Media Inquiries: 334-2226

CCDC Arrests • [More counties »](#)

-
- [Who's Arrested on Facebook](#)
- [Who's Arrested on Twitter](#)

[Free National Arrest Record Database](#)

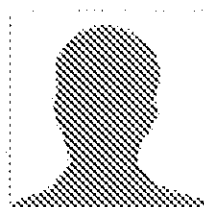
SEARCH Enter Name or Inmate ID#

- [Clark County Arrests](#)
- [Today's Mugshots](#)
- [Yesterday's Mugshots](#)
- [Arrest Archives](#)
- [Crime Chat](#)
- [Contact](#)

[Arrest Records for Michael A Micone in Nevada » Clark County » Las Vegas](#)

Michael Micone

was last arrested in Las Vegas, NV on November 10, 2010.



Inmate Name:
Micone, Michael A

Inmate #:
2674787

Last Arrest Date:
November 10, 2010

Sex:
Male

Race:
White

Age/DOB:
43

Height:

Weight:

[Delete This Arrest Record Now](#)

Inmate Location & Arrest Information ?

[Useful terms explained](#)

11/11/12

Micone, Michael A | Las Vegas Arrest | Clark County, NV

Charges can be written many different ways. Use this guide to help understand some of them

- **Usm** - U.S. Marshall
- **Intent T** - with intent to sell
- **Dui Ale** - Driving Under the Influence of Alcohol
- **Att** - Attempted
- **Comm** - Commerce (for selling)
- **Misd** - Misdemeanor

Charges Resulting from Arrest on 11/10/2010

Detention Facility: **CCDC**

I.
Possession Of Cocaine
Counts: 1
Bond: \$3,000.00

Is there a problem with this arrest record? Please us know!

Name *

E-mail *

Message *

SEND FEEDBACK

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EXHIBIT 5

SECTION 504 EVALUATION SUMMARY AND ACCOMMODATION PLAN

Student: Isabella Micone Student #: 583352 DOB: 03/26/98 Grade: 9
 School: Coronado HS Meeting Date: 01/29/13 Primary Language: English

PARTICIPANTS: Group of persons knowledgeable about the student.

NAME <u>Ms. Hubbs</u>	TITLE <u>Mother</u>
NAME <u>Forshee, Boghos, Swenson, Holyoak, Morgan</u>	TITLE <u>Teachers</u>
NAME <u>Ms. Ellis</u>	TITLE <u>Counselor</u>
NAME <u>Ms. Kober</u>	TITLE <u>Dean</u>

SUMMARY OF EVALUATION DATA: Summaries must include information from a variety of sources, which may include tests, behavioral input, teacher information and input, student health status and medical records, and student social or cultural background. For formal evaluations, please summarize the area(s) of assessment and evaluation findings.

Isabella has a prior diagnosis of dyslexia and dysgraphia. Teachers state that Isabella is not completing assignments despite the allowance of extra time. Teachers indicate that Isabella also does not do well on testing. Isabella's grades range from average to failing in all subjects. In science, Isabella completes most work on time and has great behavior. Isabella's teachers are concerned with her general apathy and lack of interest in school work. According to her grade level counselor, Isabella must pass math for semester two or she risks being retained in the current grade.

DISCIPLINE REVIEW: For discipline reviews, please identify the serious discipline infraction, describe the information reviewed and considered by the team, and indicate whether or not the team determined that the discipline infraction was related to the student's disability. The team needs to determine if the behavior was caused by or had a direct and substantial relationship to the disability AND if the conduct in question was a direct result of the District's failure to implement the Section 504 plan.

BASIS FOR DETERMINATION OF SECTION 504 NEEDS:

State the physical or mental impairment: Dyslexia and Dysgraphia
 State the major life activity affected: Learning
 State educational impact of student's Section 504 disability: Isabella's condition allows her to be off task and not learning while in the classroom.

Check one. ☒ Student qualifies for Section 504 accommodations.
☐ Student does NOT qualify for Section 504 accommodations.

ACCOMMODATION PLAN

DESCRIBE REASONABLE ACCOMMODATIONS: Please attach additional sheets if needed.

Please see attached.

Beginning date 01/29/13 Ending date 01/29/14
(date) (date)

☒ A copy of the "Explanation of Procedural Safeguards Available to Parents of Children with Disabilities" has been provided on 01/29/13
(date)

Distribution: Original: Student Cumulative File Copy: Office of Compliance & Monitoring Copy: Parents/Guardians Copy: Teacher(s)

Accommodations Form for Students Participating in Section 504 Program
Nevada Proficiency Examination Program (NPEP)
Effective for the 2012-2013 School Year Only

First Name: Isabella Last Name: Micone MI: C DOB: 03/26/98

Student ID #: 583352 School: Coronado HS District: Clark County

Attach this form to the Section 504 Plan; what is specified on this form should be aligned with what is described in the student's Section 504 Plan. Accommodations are disability related and specific for each student. Relevant information from this form must be provided to the appropriate test administrator(s). Test security procedures must be strictly adhered to in the administration of NPEP testing for all students.

I. NO ACCOMMODATIONS

_____ It is the decision of the 504 committee that no accommodations are needed for this student. The student will test using standard conditions.

II. ACCOMMODATIONS

The accommodations for the Nevada Proficiency Examination Program, listed below, apply to the Criterion-Referenced Tests (CRT), the Fifth and Eighth Grade Writing Assessments, and the High School Proficiency Examinations (HSPE), unless otherwise indicated. Accommodations other than those specifically outlined below require prior (30 days minimum) written approval by the Nevada Department of Education. Standard test administration procedures, such as providing additional time (only afforded within the same day and as long as the student is working productively), reading/rereading directions at the beginning of the test aloud in English, and reading/rereading a writing prompt aloud in English are afforded to all students and are not considered accommodations.

Accommodations in Test Setting (check only those that apply to this student):

- ☒ Small group (1-20 students) administration (other than regular classroom)
- _____ Special lighting
- _____ Test administration in a study carrel or reasonable substitute

Accommodations in Test Scheduling (check only those that apply to this student):

- _____ Test administration at a time of day when the student is expected to do his/her best work
- _____ Monitored breaks to counter fatigue or for medical reasons

STUDENT MAY NOT RETURN TO A PREVIOUSLY-ADMINISTERED PART (PART 1, PART 2) ON A SUBSEQUENT DAY OR FOLLOWING AN UNSUPERVISED BREAK ON THE SAME DAY.

Accommodations in Test Administration (check only those that apply to this student):

- _____ Test administration by a specific licensed individual (e.g., special education teacher, guidance counselor) who has received test administration/security training for the current school year

Student may use

- _____ a visual magnification device.
- _____ an electronic device whose sole function is to enlarge text.
- _____ a mask and/or colored overlay.
- _____ markers to maintain his/her place.
- _____ a _____ large-print or _____ Braille (check one) version of the test.
- _____ a specialized slate board for problem-solving work (Braille tests only).
- _____ a device to screen out extraneous sounds or to amplify sound (e.g., headphones, Whisperphone®).
- _____ a **WORD-TO-SIGNED SYMBOL** sign language dictionary on the CRT or HSPE in Mathematics and/or Science.

Test administrator or proctor may (as needed)

- ☐ use an auditory amplification device.
- ☐ communicate directions located at the beginning of the test to the student in sign language, matching content and intent without elaboration.
- ☐ provide directions located at the beginning of the test word for word, in English, on a separate sheet of paper for the student to use as needed.
- ☐ record the student's responses to multiple-choice or constructed-response questions onto the student's answer document. This option is NOT available to students taking a Writing test (all grades).
- ☐ read/reread the words of the Math and/or Science test(s), in English, to the student. Verbalizing, explaining, signing, or defining mathematical or scientific symbols (including numerals) is PROHIBITED. Paraphrasing or explaining ANY part of the test is PROHIBITED.

READING THE READING TEST (PASSAGES, QUESTIONS, ANSWER CHOICES) IN ANY LANGUAGE BY THE TEST ADMINISTRATOR OR PROCTOR IS PROHIBITED. EXCEPTION: DIRECTIONS LOCATED AT THE BEGINNING OF THE TEST MAY BE READ TO THE STUDENT IN ENGLISH ONLY.

Accommodations in Student Responses (check only those that apply to this student):

Student may

- ☐ record responses to multiple-choice questions in the test booklet or on a separate sheet of paper.
- ☐ record response(s) to writing prompts or constructed-response question(s) on a separate sheet of paper.
- ☐ dictate, or otherwise communicate, responses for multiple-choice questions to a test administrator or proctor.
- ☐ dictate, or otherwise communicate, reading, math, and/or science responses to constructed-response questions to a test administrator or proctor.
- ☐ use a Braille writer or BrailleNote[®] to record responses to writing* prompts or constructed-response question(s).
- ☐ type responses to the HSPE in Writing* or constructed-response questions using a keyboard.

***THE FOLLOWING RESTRICTIONS APPLY:**

SPELLING, GRAMMAR AND HYPHENATION CHECKS, THESAURUSES, TEXT-TO-SPEECH AND SPEECH-TO-TEXT CONVERSION, AND WORD PREDICTION ARE PROHIBITED ON A WRITING TEST (ALL GRADES). FOR THE HSPE, THE TEST ADMINISTRATOR MUST PROVIDE WRITTEN CERTIFICATION THEREOF AND A COPY OF THE STUDENT'S ENTIRE 504 PLAN WITH THE COMPLETED ANSWER DOCUMENT. THERE MUST BE A DOCUMENTED DISABILITY-RELATED NEED FOR THIS ACCOMMODATION.

Other Accommodation(s):

Requests for accommodations not listed on this form must be submitted in writing by the District Test Director to the Department of Education Test Security Coordinator, Office of Assessment, Program Accountability, and Curriculum, at least 30 days prior to the test date. A copy of the approval letter and the student's 504 accommodation plan must be attached to this form. NOTE: Students with a Section 504 Accommodation Plan are NOT permitted to use calculators on assessments in the Nevada Proficiency Examination Program (NAC 389.0565).

Description of accommodation: _____

Use of accommodations not listed on this form or approved in writing by the Department of Education may result in invalid scores. (See *Procedures for the Nevada Proficiency Examination Program 2012-2013, Students with Special Needs*, for more information.)

Michele Ellis

Counselor

1/29/13

Completed by (Name)

Title

Date

http://nde.doe.nv.gov/Assessment_NPEP_Resources.htm

Clark County School District
Coronado High School

Section 504 Accommodation Plan

Student: Isabella Micone

Student # 583352

DOB: 03/26/98

Grade: 8

DESCRIBE REASONABLE ACCOMMODATIONS:

1. Teachers will adjust Isabella's homework assignments as needed.
2. Teachers will provide vocabulary lists to Isabella early to allow additional practice with word mastery. If needed, Isabella will have vocabulary word pronounced.
3. Teachers will allow Isabella additional time, up to 1 one week, to complete projects, as needed.
4. Teachers will allow Isabella to type assignments.
5. Teachers will allow Isabella to have additional time to complete tests and exams, as needed.
6. Isabella will be allowed to test in another location, as needed.
7. Teachers will seat Isabella as near the teacher and written instruction as possible.
8. Teachers will provide copies of notes for Isabella.
9. Isabella will be allowed to check out a textbook to be used at home, as needed.

Starting Date: 1/29/13

Ending Date: 1/29/14

September 30, 2007

Michael O'Dowd, Principal
Frank J. Lamping Elementary School
2551 Summit Grove
Henderson, NV 89052

Re: 504 Plan - Referral for Identification and Evaluation of Isabella Micone

Mr. O'Dowd,

I would like to refer my daughter, Isabella Micone for identification and evaluation for an individual 504 Plan under the Federal Rehabilitation Act of 1973. Isabella is currently enrolled at Lamping Elementary School in the fourth grade. Her teachers are Mr. Siverhus and Ms. May.

Isabella was assessed on April 14, 2007 by Jan Bennet, a Dyslexia Testing Specialist who services the Reno-Tahoe area of Nevada. She was referred to us by the International Association for Dyslexia and is schooled under the Orton-Gillingham-based system for dyslexics. Isabella was diagnosed as having *moderate dyslexia* and *mild dysgraphia*. Based on Jan Bennett's recommendations, Isabella attended a five-week remediation program at Lindamood Bell Learning Processes. She worked on two programs; the first focused on Isabella's reading fluency, the second focused on reading comprehension. Jan Bennett also emphasized the need to obtain an individual 504 Plan for Isabella so that certain accommodations can be made for her in the classroom environment. In light of her recent academic progress, specifically in mathematics, we have decided to proceed with the referral process at this time.

Dyslexia is a learning disability that impairs the following academic areas:

- Weakness in phonemic awareness, rapid naming and auditory memory
- Difficulty in memorizing (multiplication tables, basic demographic information)
- Letter and number reversals
- Lack of sound-to-symbol and symbol-to-sound knowledge
- Inability to sound out unknown words for reading and spelling
- Poor written expression

I have enclosed Isabella's report on the screening process created by Jan Bennett. This report includes an "Educational History" section that briefly explains the work we have conducted so far with the Clark County School District. Isabella has had evaluations since she was 33 months old. We have kept all of her test results and reports to date.

Please feel free to contact us with any questions or concerns you may have regarding this referral request. We hope to move forward with this process in hopes that Isabella will be able to flourish in the public school environment. Our contact information is below:

Michael & Kerstan Micone
1242 Sonatina Drive
Henderson, NV 89052
(702) 914-7380 Home
(702) 339-1110 Mother's Cell
(702) 340-1110 Father's Cell
kmicone@embarqmail.com
mmicone@accountantsinc.com

Respectfully,



Kerstan D. Micone

Jan Bennett, Dyslexia Testing Specialist
14225 S. Whisperwood Dr.
Reno, NV 89521
(775) 853-1409

**Confidential Report of
Informal Screening for Dyslexia**

Written specifically for the parents of Isabella Micone

Child's Name:	Isabella Micone	Screening Date:	4/14/07
School:	Lamping Elementary School	Date of Birth:	3/26/98
Parents:	Mr. & Mrs. Micone	Age:	9.1
Address:	1242 Sonatina Drive	Grade:	end of 3 rd grade
	Henderson, NV 89052		

Initial Concerns

Mr. and Mrs. Micone wanted to have testing done because of Isabella's ongoing struggle in school. They wanted to find out why their bright daughter finds reading especially difficult and want to see what can be done to help her be successful in school.

Mr. Micone was diagnosed with dyslexia in grade school and sees some of the same characteristics in Isabella. Mr. and Mrs. Micone wanted to find out if Isabella's struggles are due to dyslexia, and if so, what type of tutoring or other help should be provided over the summer break and in the future.

Jan Bennett conferred with Mrs. Micone by phone and e-mail a number of times starting January 2007. She held a private telephone conference with Mr. and Mrs. Micone on April 10, 2007 to determine whether screening was appropriate. Mr. and Mrs. Micone shared the following information: