

CLERK OF THE COURT

Electronically Filed
Dec 11 2015 01:42 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

NOT
Jack W. Fleeman, Esq.
Nevada Bar No. 010584
PECOS LAW GROUP
8925 South Pecos Road, Suite 14A
Henderson, Nevada 89074
Telephone: (702) 388-1851
Facsimile: (702) 388-7406
Email: Email@pecoslawgroup.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

Leslie Lynn Miller,

Plaintiff,

vs.

Brett Robert Miller,

Defendant.

Case No. **D-15-511973-D**

Dept No. **E**

NOTICE OF APPEAL

Notice is hereby given that **Leslie Lynn Miller**, Plaintiff above named,
hereby appeals to the Supreme Court of the State of Nevada from the
"Decree of Divorce" entered in this action on the 29th day of September, 2015
and the "Order" entered in this action on the 23rd day of November, 2015.

DATED this 7 day of December, 2015.

PECOS LAW GROUP


Jack W. Fleeman, Esq.

Nevada Bar No. 010584

PECOS LAW GROUP

8925 S. Pecos Rd., Suite 14A

Henderson, Nevada 89074

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_____ by Hand-Delivery, pursuant to NRCP 5(b)(2)(A)(i), to the following address:

Brett Robert Miller
10521 Hartford Hills Ave.
Las Vegas, Nevada 89166
Defendant in Proper Person

_____ by e-service, pursuant to NEFCR 9(c), EDCR 7.26(a)(4), and EJDC AO 9-12 and AO 14-2, to the following email(s), which is/are the email(s) registered with the electronic filing system:

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CLERK OF THE COURT

1 **ASTA**
2 **Jack W. Fleeman, Esq.**
3 Nevada Bar No. 010584
4 **PECOS LAW GROUP**
5 **8925 South Pecos Road, Suite 14A**
6 **Henderson, Nevada 89074**
7 **Telephone: (702) 388-1851**
8 **Facsimile: (702) 388-7406**
9 **Email: Email@pecoslawgroup.com**
10 **Attorney for Plaintiff**

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 **Leslie Lynn Miller,**

11 **Plaintiff,**

12 **vs.**

13 **Brett Robert Miller,**

14 **Defendant.**

Case No. **D-15-511973-D**
Dept No. **E**

15
16 **CASE APPEAL STATEMENT**

17 **COMES NOW** Plaintiff **Leslie Lynn Miller**, by and through her
18 attorney, **Jack W. Fleeman, Esq.**, of the **PECOS LAW GROUP**, and pursuant to
19 **NRAP 3(f)**, respectfully presents his Case Appeal Statement.

20 1. Plaintiff, **Leslie Lynn Miller**, is the Appellant filing this case
21 appeal statement.

22 2. The **Honorable Charles Hoskin**, Eighth Judicial District Court,
23 Family Division, is the district court judge who issued the decision
24 wherefrom this appeal arises.

25 3. The parties who were involved in the district court
26 proceedings wherefrom this appeal arises are as follows:

- 1 a. **Leslie Lynn Miller**, Plaintiff represented by retained counsel;
2 and
3 b. **Brett Robert Miller**, Defendant in proper person.

4 4. Appellant is represented by Jack W. Fleeman, Esq. on this
5 appeal and counsel's contact information is as follows:

6 **Jack W. Fleeman, Esq.**
7 Nevada Bar No. 010584
8 PECOS LAW GROUP
9 8925 South Pecos Road, Suite 14A
10 Henderson, Nevada 89074
11 Telephone: (702) 388-1851
12 Facsimile: (702) 388-7406
13 Email: Email@pecoslawgroup.com

14 5. To Appellant's knowledge, Respondent is not represented by
15 appellate counsel at this time.

16 6. Respondent did not have counsel at the time the orders were
17 issue or entered in the district court.

18 7. Neither Appellant nor Respondent was represented by
19 appointed counsel in the district court.

20 8. Neither Appellant nor Respondent were granted leave to
21 proceed *in forma pauperis*.

22 9. The proceedings commenced in the district court with the filing
23 of a Complaint for Divorce on March 24, 2015.

24 10. The nature of the action at the district court level was divorce,
25 with issues of child custody and child support; the parties reached a
26 stipulated parenting plan wherein the parties have "split-custody," with
Appellant having primary physical custody of one minor child, and the
parties sharing joint physical custody of the other child; the unresolved

1 issue of the proper child support amount was then submitted to the Court;
2 the Court entered an handwritten order of \$345 per month in child support
3 in the parties' "Decree of Divorce," filed September 29, 2015; on October 9,
4 2015, within ten days of the entry of the Decree of Divorce, Respondent
5 filed a "Motion for Reconsideration, to Amend Judgment, and for Findings
6 of Fact and Conclusions of Law on Child Support Calculation," which tolled
7 the time to file a notice of appeal under NRAP 4(a)(4)(B)-(C); on November
8 11, 2015, the district court heard the motion and denied the relief sought;
9 the order from the November 11, 2015 hearing was entered on November 23,
10 2015; Appellant now appeals from the September 29, 2015 "Decree of
11 Divorce" and the November 23, 2015 "Order."


12 11. This case has not previously been the subject of an appeal to or
13 original writ proceeding in the Supreme Court.

14 12. This case does not involve child custody.

15 13. There is no possibility of settlement in this case.

16 **DATED** this 7 day of December, 2015.

17 **PECOS LAW GROUP**

18
19 
20 **Jack W. Fleeman, Esq.**
21 Nevada Bar No. 010584
22 **PECOS LAW GROUP**
23 8925 S. Pecos Rd., Suite 14A
24 Henderson, Nevada 89074
25
26

CASE SUMMARY**CASE NO. D-15-511973-D**

Leslie Lynn Miller, Plaintiff
vs.
Brett Robert Miller, Defendant.

§
§
§
§

Location: **Department E**
Judicial Officer: **Hoskin, Charles J.**
Filed on: **03/24/2015**

CASE INFORMATION**Statistical Closures**

11/23/2015 Settled/Withdrawn With Judicial Conference or Hearing
09/30/2015 Settled/Withdrawn With Judicial Conference or Hearing

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

Case Status: **12/07/2015 Reopened**

Case Flags: **Order After Hearing Required
Appealed to the Nevada
Supreme Court**

DATE**CASE ASSIGNMENT****Current Case Assignment**

Case Number D-15-511973-D
Court Department E
Date Assigned 03/24/2015
Judicial Officer Hoskin, Charles J.

PARTY INFORMATION**Plaintiff**

Miller, Leslie Lynn
10316 Ironwood Pass AVE
Las Vegas, NV 89166

Attorneys

Fleeman, Jack W.
Retained
702-388-1851(W)

Defendant

Miller, Brett Robert
10521 Hartford Hills AVE
Las Vegas, NV 89166


Pro Se


702-469-2395(H)


Subject Minor


Miller, Jordan Timothy
Miller, Payton Riley


DATE**EVENTS & ORDERS OF THE COURT****EVENTS**

03/24/2015  Complaint for Divorce
Filed by: Plaintiff Miller, Leslie Lynn
Complaint for Divorce

03/27/2015  Notice of Change of Address
Filed by: Defendant Miller, Brett Robert
Notice of Change of Address

03/27/2015  Answer and Counterclaim - Divorce, Annulment, Separate Maint
Filed by: Defendant Miller, Brett Robert
For: Plaintiff Miller, Leslie Lynn
Answer and Counterclaim

03/30/2015  NRCP 16.2 Case Management Conference
NRCP 16.2 Case Management Conference

03/31/2015  Receipt of Copy
Filed by: Defendant Miller, Brett Robert

CASE SUMMARY

CASE NO. D-15-511973-D

Receipt of Copy

04/02/2015



Motion

Filed by: Defendant Miller, Brett Robert
Defendant's Motion for Interim Orders for Joint Custody of the Parties' Minor Children; for Order Setting Visitation; to Resolve Matters of Child Support and Medical Coverage for the Children; for Equitable Divisions of Community Property/Debts; for Fees and Costs and Related Matters

04/03/2015



Reply to Counterclaim

Filed by: Plaintiff Miller, Leslie Lynn
Reply to Counterclaim

04/06/2015



Affidavit of Service

Affidavit of Service

04/09/2015



Financial Disclosure Form

Filed by: Defendant Miller, Brett Robert
Financial Disclosure Form

04/27/2015



Stipulation and Order

Filed by: Plaintiff Miller, Leslie Lynn
Stipulation and Order to Continue Hearing

04/30/2015



Notice of Entry of Stipulation and Order

Filed by: Plaintiff Miller, Leslie Lynn
Notice of Entry of Stipulation and Order

05/01/2015



Opposition and Countermotion

Filed by: Plaintiff Miller, Leslie Lynn
Opposition to Motion for Interim Order, To Resolve Child Support and Medical Coverage for the Children, For Equitable Division of Community Property/ Debts, For Fees and Costs and Related Matters and Countermotion for Interim Orders

05/01/2015



Notice of Seminar Completion EDCR 5.07

Filed by: Plaintiff Miller, Leslie Lynn
Notice of Seminar Completion EDCR 5.07

05/01/2015



Financial Disclosure Form

Filed by: Plaintiff Miller, Leslie Lynn
General Financial Disclosure Form

05/06/2015



Certificate of Mailing

Filed by: Plaintiff Miller, Leslie Lynn
Certificate of Mailing

05/22/2015



Reply

Filed by: Defendant Miller, Brett Robert
Defendant's Reply to Plaintiff's Opposition and Countermotion

05/22/2015



Notice of Seminar Completion EDCR 5.07

Filed by: Plaintiff Miller, Leslie Lynn
Certificate of Completion of COPE Class

05/27/2015



Order for Family Mediation Center Services

05/27/2015



Case Management Order

Case and Non-Jury Trial Management Order

06/02/2015



Case Management Order

Filed by: Plaintiff Miller, Leslie Lynn
Amended Case and Non-Jury Trial Management Order

06/09/2015



Order

Filed by: Plaintiff Miller, Leslie Lynn
Order

CASE SUMMARY

CASE NO. D-15-511973-D

06/15/2015	 Notice of Entry of Order Filed by: Plaintiff Miller, Leslie Lynn <i>Notice of Entry of Order</i>
09/08/2015	 Pre-trial Memorandum Filed by: Plaintiff Miller, Leslie Lynn <i>Plaintiff's Pre Trial Memorandum</i>
09/10/2015	 Financial Disclosure Form Filed by: Defendant Miller, Brett Robert
09/10/2015	 Pre-trial Memorandum Filed by: Defendant Miller, Brett Robert
09/15/2015	 Parenting Agreement Filed by: Plaintiff Miller, Leslie Lynn <i>Parenting Agreement</i>
09/29/2015	 Decree of Divorce Filed by: Plaintiff Miller, Leslie Lynn <i>Decree of Divorce</i>
10/01/2015	 Notice of Entry of Decree Party: Plaintiff Miller, Leslie Lynn <i>Notice of Entry of Decree of Divorce</i>
10/09/2015	 Motion Filed by: Plaintiff Miller, Leslie Lynn <i>Motion for Reconsideration, to Amend Judgment, and for Findings of Fact and Conclusions of Law on Child Support Calculation</i>
10/12/2015	 Certificate of Service Filed by: Plaintiff Miller, Leslie Lynn <i>Certificate of Service</i>
11/09/2015	 Opposition and Countermotion Filed by: Defendant Miller, Brett Robert Party 2: Plaintiff Miller, Leslie Lynn <i>Defendant's Opposition to Plaintiff's Motion for Reconsideration, to Amend Judgment, and for Findings of Fact and Conclusions of Law on Child Support Calculations and Defendant's Countermotion</i>
11/12/2015	 Receipt of Copy Filed by: Defendant Miller, Brett Robert Party 2: Plaintiff Miller, Leslie Lynn
11/23/2015	 Order Filed by: Plaintiff Miller, Leslie Lynn <i>Order</i>
11/24/2015	 Notice of Entry of Order Filed by: Plaintiff Miller, Leslie Lynn <i>Notice of Entry of Order</i>
12/07/2015	 Notice of Appeal Filed by: Plaintiff Miller, Leslie Lynn <i>Notice of Appeal</i>
12/07/2015	 Case Appeal Statement Filed by: Plaintiff Miller, Leslie Lynn <i>Case Appeal Statement</i>

HEARINGS

05/27/2015 **Case Management Conference (9:00 AM)** (Judicial Officer: Hoskin, Charles J.)

CASE SUMMARY

CASE NO. D-15-511973-D

Events: 03/30/2015 NRCP 16.2 Case Management Conference

MINUTES

CANCELED Non-Jury Trial (09/29/2015 at 1:30 PM) (Judicial Officer: Hoskin, Charles J.)

Vacated

Non-Jury Trial - Stack #1

Calendar Call (09/15/2015 at 10:00 AM) (Judicial Officer: Hoskin, Charles J.)

Calendar Call

Divorce Granted

Non Jury Trial;

Non Jury Trial

SCHEDULED HEARINGS

CANCELED Non-Jury Trial (09/29/2015 at 1:30 PM) (Judicial Officer: Hoskin, Charles J.)

Vacated

Non-Jury Trial - Stack #1

Calendar Call (09/15/2015 at 10:00 AM) (Judicial Officer: Hoskin, Charles J.)

Calendar Call

Divorce Granted

05/27/2015 **Motion** (9:00 AM) (Judicial Officer: Hoskin, Charles J.)

Events: 04/02/2015 Motion

Deft's Motion for Interim Orders for Joint Custody of the Parties' Minor Children; for Order Setting Visitation; to Resolve Matters of Child Support and Medical Coverage for the Children; for Equitable Divisions of Community Property/Debts; for Fees and Costs and Related Matters

Matter Heard;

Matter Heard


05/27/2015 **Opposition & Countermotion** (9:00 AM) (Judicial Officer: Hoskin, Charles J.)

Events: 05/01/2015 Opposition and Countermotion

Opposition to Motion for Interim Order, To Resolve Child Support and Medical Coverage for the Children, For Equitable Division of Community Property/ Debts, For Fees and Costs and Related Matters and Countermotion for Interim Orders

Matter Heard;

Matter Heard

05/27/2015  **All Pending Motions** (9:00 AM) (Judicial Officer: Hoskin, Charles J.)

5/27/15

MINUTES

Matter Heard;

Journal Entry Details:

CASE MANAGEMENT CONFERENCE...DEFT'S MOTION FOR INTERIM ORDERS FOR JOINT CUSTODY OF THE PARTIES' MINOR CHILDREN; FOR ORDER SETTING VISITATION; TO RESOLVE MATTERS OF CHILD SUPPORT AND MEDICAL COVERAGE FOR THE CHILDREN; FOR EQUITABLE DIVISIONS OF COMMUNITY PROPERTY/DEBTS; FOR FEES AND COSTS AND RELATED MATTERS... PLTF'S OPPOSITION AND COUNTERMOTION FOR INTERIM ORDERS Gerald Sufleta, #6514, appearing in an unbundled capacity for Defendant. Counsel stated they reached some temporary agreements: FMC referral and child interview of Payton before mediation. A 30/30 Rule will be in effect. Parties will split monthly costs of health insurance coverage going forward. Plaintiff shall provide Defendant a copy of Payton's insurance card. Defendant will give Plaintiff half of the \$3,667 tax return as soon as check clears after it is deposited. Defendant received check in open court from Mr. Fleeman. Plaintiff will have EXCLUSIVE POSSESSION of the residence. The parties will have JOINT LEGAL CUSTODY. The parties will have JOINT PHYSICAL CUSTODY AS TO JORDAN. Jordan's current timeshare with Defendant is Tuesday p.m. to Friday p.m. one week, and Friday p.m. to Sunday p.m. the following week. COURT SO ORDERED. Statements by counsel regarding the motion and countermotion. Counsel agreed Payton's current schedule with Defendant is Wednesday p.m. to Friday p.m. one week, and then Friday p.m. to Sunday p.m. the following week. Defendant is requesting joint physical custody of Payton. COURT ORDERED, Non-Jury Trial set. Case and Trial Management Order signed and FILED IN OPEN COURT. COURT ORDERED, Parties referred to Family Mediation Center to attempt mediation. Prior to mediation, pursuant to STIPULATION, Payton is referred for a child interview. TEMPORARILY, COURT ORDERED, the status quo will be maintained with regard to Payton (Payton's current timeshare with Defendant is Wednesday p.m. - to Friday p.m. one week, and then Friday p.m. to Sunday p.m. the following week). The current timeshare, by Court's calculation is about a 36% timeshare. Court is not making a determination today whether joint physical custody would be in the best interest of the child, but is considering it a substantial timeshare and very close to the Supreme Court's 40% standard. Given the fact that parties are sharing physical custody of Jordan, the Court will make some modification/deviations under NRS 125B.080 with regard to the time share. Court FINDS it is appropriate for Defendant to pay Plaintiff CHILD SUPPORT in the amount of

CASE SUMMARY


CASE NO. D-15-511973-D


\$200.00 per month based on the time share in place. TEMPORARY CHILD SUPPORT set at \$200.00 per month. Because the parties have agreed to Plaintiff having exclusive possession of the residence, COURT ORDERED, Defendant to provide Plaintiff with the house payment account number, payment amount and due date, and authorization that Plaintiff is entitled to speak with Chase and make the payments. Plaintiff is to maintain current payment on the house while she is residing there. A determination of who is to cover past due amounts DEFERRED until time of trial. Mr. Fleeman is to prepare the order. Mr. Sufleta advised he does not need to sign off. 9/15/15 10:00 AM CALENDAR CALL & RETURN: CHILD INTERVIEW 9/29/15 1:30 PM NON-JURY TRIAL - STACK #1 CLERK'S NOTE: Due to Clerk's error, the trial date stack is 9/29/15 instead of 9/22/15. Both counsel provided with a copy of this minute order. 6/01/15 kj. ;
Matter Heard

09/15/2015 **Calendar Call** (10:00 AM) (Judicial Officer: Hoskin, Charles J.)
Calendar Call
Divorce Granted;
Divorce Granted

09/15/2015 **Return Hearing** (10:00 AM) (Judicial Officer: Hoskin, Charles J.)
Events: 05/27/2015 Order for Family Mediation Center Services
Child Interview

MINUTES

 Order for Family Mediation Center Services
Parenting Plan;
Parenting Plan

09/15/2015  **All Pending Motions** (10:00 AM) (Judicial Officer: Hoskin, Charles J.)
9/15/15

MINUTES

Matter Heard;
Journal Entry Details:
RETURN HEARING: CHILD INTERVIEW...CALENDAR CALL PARENTING AGREEMENT EXECUTED and FILED IN OPEN COURT. COURT ORDERED, PARENTING AGREEMENT AFFIRMED and ADOPTED. Mr. Fleeman noted child support will have to be calculated, but the parties have reached a resolution as to other issues. Both parties sworn and testified. Per STIPULATION: Parties waive alimony. Personal property has already been divided. There is some personal property that still has to be distributed. Plaintiff will try to refinance the mortgage on the house and Defendant will sign a quitclaim deed if Plaintiff is able to refinance. Plaintiff will get the first \$22,000 of equity if there is that. Beyond that, it will go to one half of Plaintiff's attorney's fees and one half of the \$3,500 that Plaintiff paid in November to catch up on the mortgage payments will go to Plaintiff. Any proceeds left after that will be split by the parties. Each party will keep the bank accounts or other accounts held in their own name. Each party will keep the debt held in their own name and hold each other harmless. The only joint debts are orthodontics bills related to the children and veterinarian bills. Parties will split those bills. Plaintiff will keep her married name. Plaintiff is responsible for the IRS debt that exists. The vehicle is in Defendant's name and Plaintiff is a co-signer. Plaintiff will take over full responsibility for the payments and will make reasonable efforts to take the loan out of Defendant's name when she is able to. Plaintiff will continue to provide health insurance for the children and parties will continue to split the costs. Plaintiff pays \$320.00 per month for insurance for the children. Parties will alternate years for claiming the younger child on taxes once the older child ages out. Both parties stated they understand and are in agreement with the stipulation placed on the record. Court FINDS personal and subject matter jurisdiction. COURT ORDERED, final and absolute DECREE OF DIVORCE awarded to Plaintiff based on the terms and conditions placed on the record today. Mr. Fleeman is to prepare the decree and reference the health insurance and leave a blank for child support obligation. The Court will review the financial disclosure forms and give a child support number when the decree is submitted. Trial date vacated. ;
Matter Heard

09/29/2015 **CANCELED Non-Jury Trial** (1:30 PM) (Judicial Officer: Hoskin, Charles J.)
Vacated
Non-Jury Trial - Stack #1

11/17/2015 **Motion** (9:00 AM) (Judicial Officer: Hoskin, Charles J.)
Events: 10/09/2015 Motion
Motion for Reconsideration, to Amend Judgment, and for Findings of Fact and Conclusions of Law on Child Support Calculation

MINUTES

 Motion
Filed by: Plaintiff Miller, Leslie Lynn

CASE SUMMARY

CASE NO. D-15-511973-D

Motion for Reconsideration, to Amend Judgment, and for Findings of Fact and Conclusions of Law on Child Support Calculation

Denied in Part;

Denied in Part

11/17/2015

Opposition & Countermotion (9:00 AM) (Judicial Officer: Hoskin, Charles J.)

Events: 11/09/2015 Opposition and Countermotion

Deft's Opposition and Countermotion

MINUTES



Opposition and Countermotion

Filed by: Defendant Miller, Brett Robert

Party 2: Plaintiff Miller, Leslie Lynn

Defendant's Opposition to Plaintiff's Motion for Reconsideration, to Amend Judgment, and for Findings of Fact and Conclusions of Law on Child Support Calculations and Defendant's Countermotion

Matter Heard;

Matter Heard

11/17/2015



All Pending Motions (9:00 AM) (Judicial Officer: Hoskin, Charles J.)

11/17/15

MINUTES

11/23/2015



Order

Filed by: Plaintiff Miller, Leslie Lynn

Order

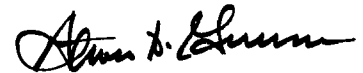
Matter Heard;

Journal Entry Details:

MOTION FOR RECONSIDERATION, TO AMEND JUDGMENT, AND FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW ON CHILD SUPPORT CALCULATION... DEFT'S OPPOSITION AND

COUNTERMOTION Statement by Mr. Fleeman. Court noted before it took the matter under submission the Court indicated there is not specific guidance from the Supreme Court or the Nevada Legislature with regard to circumstances such as the one the parties have agreed to. Court finds under the Rivero standards that the arrangement with regard to Jordan is a joint physical custodial arrangement with the Defendant having at least 40% of the time with the child as a result of that. Court stated its findings with regard to the calculation of child support. Court finds that the award previously entered of \$345 per month is appropriate and in the best interest of the minor children. COURT ORDERED, Motion for Reconsideration and to Amend Judgment is DENIED. Mr. Fleeman is to prepare the order. Defendant advised he does not need to review the order and sign off. ;

Matter Heard



CLERK OF THE COURT

DECD

Jack W. Fleeman, Esq.
Nevada Bar No. 010584
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8925 South Pecos Road, Suite 14A
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Email: Email@pecoslawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Leslie Lynn Miller,

Plaintiff,

Case No. D-15-511973-D
Dept No. E

vs.

Brett Robert Miller,

Defendant.

DECREE OF DIVORCE

The above entitled matter having come before the Court for hearing on September 15, 2015, Plaintiff, **Leslie Lynn Miller ("Leslie")**, present with **Jack W. Fleeman, Esq.**, of the PECOS LAW GROUP, and Defendant, **Brett Robert Miller ("Brett")**, present in Proper Person; the Court having reviewed all papers and pleadings on file; the parties having reached a full settlement of all issues as set forth on the record, and the Court being fully advised, finds:

The Court has complete jurisdiction in the premises, both as to the subject matter thereof and as to the parties thereto; that for more than six weeks before the commencement of this action Plaintiff, Leslie Miller and

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

RECEIVED

SEP 28 2015

DEPARTMENT

1 Defendant, Brett Miller were and have been actual bona fide residents and
2 domiciliaries of the State of Nevada, actually and physically residing and
3 being domiciled therein during all of said period of time; that there are two
4 minor children born the issue of the parties' marriage, namely: **Payton**
5 **Miller**, born August 24, 2001 and **Jordan Miller**, born August 9, 2004; that
6 there are no other children the issue of the parties' relationship, the parties
7 have no adopted children, and Plaintiff is not pregnant; that Plaintiff and
8 Defendant have each attended the seminar as mandated by the Eighth
9 Judicial District Court Rule (EDCR) 5.07(a); that Plaintiff, Leslie Miller is
10 entitled to an absolute and final dissolution of marriage on the ground of
11 incompatibility, and good cause appearing;

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the
13 parties waive their right to alimony therefore no alimony or spousal support
14 shall be paid by either party to the other.

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
16 personal property, such as furniture, has already been divided. There are a
17 few personal items remaining in the residence that Brett will need to
18 receive.

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
20 shall attempt to refinance the mortgage for the property located at 10316
21 Ironwood Pass Ave, Las Vegas, Nevada 89166 (hereinafter the "residence").
22 Should Leslie be able to refinance the residence, Brett shall sign a quitclaim
23 deed or whatever paperwork is necessary to allow her to accomplish the
24 refinance. Leslie shall receive the first \$22,000.00 of equity that exists after
25 all fees and costs are paid, should that amount be available. Beyond that,
26 any remaining funds shall be used as follows: to pay for one-half of Leslie's
attorney's fees, then to Leslie to pay one-half of the \$3,500.00 that Leslie paid
in November 2014 to catch up on the mortgage payments, and then the

1 remaining amount shall be divided equally by the parties.

2 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each
3 party shall retain the bank accounts, as well as all other accounts held in his
4 or her own name.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each
6 party shall retain the debt held in his or her own name and hold each other
7 harmless from the same.

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
9 only joint debts are orthodontics bills related to the minor children and
10 veterinarian bills, both of which shall be divided equally by the parties.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
12 shall be solely responsible for the IRS debt that has been determined to exist
13 currently.

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
15 shall assume responsibility for the vehicle in Brett's name and that lists
16 Leslie as a co-signer. Leslie shall make reasonable efforts to remove Brett's
17 name from the loan when she is able to.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
19 shall continue to provide health insurance for the minor children while it
20 remains available to her at a reasonable cost. Leslie pays \$320.00 per month
21 for the health insurance premium. The parties shall continue to divide the
22 costs equally pursuant to the 30/30 rule (as previously ordered) such that any
23 unreimbursed medical, dental, optical, orthodontic or other health related
24 expense incurred for the benefit of the minor child is to be divided equally
25 between the parties; either party incurring an out of pocket medical expense
26 for the child shall provide a copy of the paid invoice/receipt to the other
party within thirty days of incurring such expense, if not tendered within the
thirty day period, the Court may consider it as a waiver of reimbursement;

1 the other party will then have thirty days from receipt within which to
2 dispute the expense in writing or reimburse the incurring party for one-half
3 of the out of pocket expense, if not disputed or paid within the thirty day
4 period, the party may be subject to a finding of contempt and appropriate
5 sanctions.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
7 parties' entered into a Parenting Agreement on September 15, 2015, attached
8 hereto as **Exhibit 1**.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that *Brett*
10 shall pay Leslie \$345⁰⁰ per month for child support for the minor
11 children. *This amount does not include* the \$160 Brett pays to Leslie as part of
12 his one-half of the current health insurance premium cost.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that once
14 Payton emancipates the parties shall alternate years for claiming the federal
15 income tax exemption for the younger child, Jordan.

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
17 following statutory notices relating to the custody are applicable to the
18 parties:

19 A. Pursuant to NRS 125C.200, the parties, and each of them, are
20 hereby placed on notice of the following:

21 If custody has been established and the custodial parent intends
22 to move his/her residence to a place outside of this state and to
23 take the child with him/her, he/she must, as soon as possible and
24 before the planned move, attempt to obtain the written consent
25 of the noncustodial parent to move the child from this state. If
26 the noncustodial parent refuses to give that consent, the
custodial parent shall, before he/she leaves this state 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 noncustodial parent. This provision does not apply to
vacations outside the State of Nevada planned by either party.

1 B. Pursuant to NRS 125.510(6), the parties, and each of them, are
2 hereby placed on notice of the following:

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

10 C. Pursuant to NRS 125.510(7) and (8), the parties, and each of them,
11 are hereby placed on notice that the terms of the Hague Convention of
12 October 25, 1980, adopted by the 14th Session of the Hague Conference on
13 Private International Law, apply if a parent abducts or wrongfully retains a
14 child in a foreign country. Upon the agreement of the parties, Nevada is
15 hereby declared the state, and the United States of America is hereby
16 declared the country, of habitual residence of the child for the purposes of
17 applying the aforesaid terms of the Hague Convention.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
19 following statutory notices relating to child support are applicable to the
20 parties:

21 A. Pursuant to NRS Chapter 125B.095, if an installment of an
22 obligation to pay support for a child becomes delinquent in the amount owed
23 for 1 month's support, a 10% per annum penalty must be added to the
24 delinquent amount.

25 B. Pursuant to NRS Chapter 125B.140, if an installment of an
26 obligation to pay support for a child becomes delinquent, the court shall

1 determine interest upon the arrearages at a rate established pursuant to
2 NRS 99.040, from the time each amount became due. Interest shall continue
3 to accrue on the amount ordered until it is paid, and additional attorney's
4 fees must be allowed if required for collection.

5 C. Pursuant to NRS Chapter 125B.145, an award of child support
6 shall be reviewed by the court at least every three (3) years to determine
7 whether the award should be modified. The review will be conducted upon
8 the filing of a request by a (1) parent or legal guardian of the child; or (2) the
9 Nevada State Welfare Division or the District Attorney's Office, if the
10 Division of the District Attorney has jurisdiction over the case.

11 D. Pursuant to NRS Chapter 125.450(2), the wages and commissions
12 of the parent responsible for paying support shall be subject to assignment
13 or withholding for the purpose of payment of the foregoing obligation of
14 support as provided in NRS 31A.020 through 31A.240, inclusive.

15 E. Pursuant to NRS 125B.055(3), each party must, within ten (10)
16 days after the entry of this Order, file with the Eighth Judicial District Court,
17 Family Division, (601 North Pecos Road, Las Vegas, Nevada 89101), and with
18 the State of Nevada, Department of Human Resources, Welfare Division,
19 3120 East Desert Inn Road, Las Vegas, Nevada 89121), a Child Support and
20 Welfare Party Identification Sheet setting forth:

- 21 (1) His or her social security number;
- 22 (2) His or her residential and mailing address;
- 23 (3) His or her telephone number;
- 24 (4) His or her driver's license number; and
- 25 (5) The name, address and telephone number of his or her
26 employer.

Each of the parties will thereafter update their respective Child
Support and Welfare Party Identification Sheets within ten (10) days after
any of the information contained in the form becomes inaccurate.

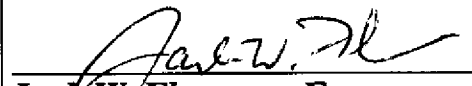
1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
2 shall maintain her married name of "Leslie Lynn Miller."

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
4 parties stated they understand and are in agreement with the stipulation
5 placed on the record.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
7 trial set on September 29, 2015 at 1:30 p.m. is vacated.

8 DATED September 28, 2015.

9 PECOS LAW GROUP

10 
11 **Jack W. Fleeman, Esq.**
12 Nevada Bar No. 010584
13 PECOS LAW GROUP
14 8925 South Pecos Road, Suite 14A
15 Henderson, Nevada 89074
16 (702) 388-1851
17 Attorney for Plaintiff

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26

CHARLES J. HOSKIN

EXHIBIT 1

SEP 15 2015

STEVEN D. GRIERSON
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

BY

CAROL FOLEY DEPUTY

LESLIE MILLER,

Plaintiff

vs

BRETT MILLER,

Defendant

Case No. D-15-511973-D
Department No. E

PARENTING AGREEMENT

Date of Hearing: 9-15-15
Time of Hearing: 10:00 a.m.

The parents have met in mediation and have agreed to a Parenting Agreement. The intent of this Parenting Agreement is to promote healthy relationships between the children, Payton Miller, DOB: 8-24-01, Jordan Miller, DOB: 8-9-04, and their parents. Each of the parents, Leslie Miller, natural mother, and Brett Miller, natural father, agree that co-parenting requires the acceptance of mutual responsibilities and rights as far as the children are concerned.

LEGAL CUSTODY PROVISIONS

Legal custody addresses the issues and matters including, but not limited to, the health, education, religious upbringing and welfare of the children.

The parents agree to share joint legal custody of the children named above.

The parents agree to provide each other with the names, addresses, telephone numbers of all medical, educational, child care and other providers of professional services for the

1 children. Should this information change, each parent agrees to provide notification in advance, or
2 as soon as possible, to the other parent.

3 Both parents are entitled to have access to medical information (both emergency and
4 routine), school records, and to consult with any and all professionals involved with the children.
5 The parents agree that each parent shall be empowered to obtain emergency health care for the
6 children without the consent of the other parent. The parents agree to notify the other parent as soon
7 as reasonably possible of any illness requiring medical attention or any emergency involving the
8 children.
9

10 OBTAINING INFORMATION

11 The parents agree to provide each other with the address and telephone number at
12 which the children reside.
13

14 The parents agree to notify each other, and the Clerk of the Court, in writing at least
15 ten (10) days prior to changing residences, phone numbers, or employment.

16 The parents agree to provide each other, upon receipt, information concerning the
17 well-being of the children, including, but not limited to, school information, activities involving the
18 children, and all communications from health care providers.
19

20 The parents agree to advise each other of school, athletic and social events in which
21 the children participate, and both parents may participate in activities for the children.
22

23 PHYSICAL CUSTODY PROVISIONS

24 Physical custody addresses the residential arrangements and specific periods of
25 parental responsibilities for the children. The parents shall maintain joint physical custody Jordan,
26 which entails the following:

27 ...
28

1 The parents agree that beginning July 31, 2015 and in alternating weeks thereafter,
2 Jordan shall reside with the father beginning Friday at 2:00 p.m. or after school recesses, and
3 concluding Sunday at 6:00 p.m. The parents further agree that in opposite weeks, Jordan shall reside
4 with the father beginning Tuesday at 2:00 p.m. or after school recesses, and concluding Friday at
5 2:00 p.m. or at the start of school. Jordan shall reside with the mother during all other unspecified
6 times.
7

8 The parents agree that Payton shall reside primarily with the mother, except as
9 follows:

10 The parents agree that beginning July 31, 2015 and thereafter, Payton shall reside
11 with the father every other weekend, with the weekend defined as beginning Friday at 2:00 p.m. or
12 after school recesses, and concluding Sunday at 6:00 p.m.
13

14 HOLIDAYS

15 Holidays and special times shall take precedence over all other time-share
16 arrangements. The parents agree that the children shall reside with the mother on all holidays except
17 the ones listed below. The parents further agree that if the father has family in town or is going to
18 visit family, then the children shall reside with him for the holiday, with at least two (2) weeks
19 advance notice to the mother. The times shall be based upon travel arrangements and mutual
20 agreement.
21

22 Mother's/Father's Day

23 The parents agree that Mother's/Father's Day shall begin the Saturday preceding
24 Mother's/Father's Day at 7:00 p.m. and end on Mother's/Father's Day at 7:00 p.m. The mother
25 shall have the children each year on Mother's Day, and the father shall have the children each year
26 on Father's Day.
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TRANSPORTATION

The parents agree that responsibility for providing transportation shall be assumed by the receiving parent.


MOVING THE CHILDREN OUT OF THE STATE


If custody has been established and a parent intends to move his/her residence to a place outside of the state of Nevada and to take the children with him/her, he/she must, as soon as possible and before the planned move, obtain the written consent of the other parent or written consent of the Court.

MODIFYING THE PARENTING AGREEMENT

The provisions of this Parenting Agreement may be modified, in writing, as the needs of the children and/or the circumstances of the parents change. However, the parents understand that any changes they agree to do not modify this Court Order. If parenting issues arise in the future, the parents are encouraged to utilize mediation prior to seeking Court intervention. The parents understand that they may return to the Family Mediation Center (FMC) at any time to re-mediate their parenting issues by contacting FMC at 702-455-4186 and paying any outstanding fees.

The above agreement reflects the Parenting Agreement formulated in mediation. The parents realize they have the right to review this document with an attorney prior to its being reviewed and adopted by the Court.



Leslie Miller
Mother



Brett Miller
Father

DATE 8/20/15

DATE 8-17-15

The above and foregoing Parenting Agreement is acceptable to the parties.


Jack Fleeman
Attorney for Plaintiff


Brett Miller
In Proper Person

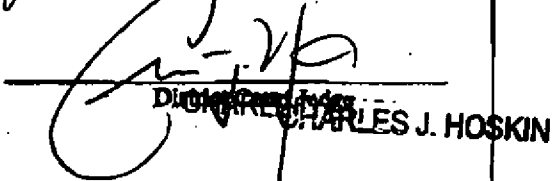
DATE 8/20/15

DATE 8-17-15

ORDER

Based upon the agreement of the parties and good cause being shown, IT IS HEREBY ORDERED that the terms and conditions of the above Parenting Agreement are adopted.

DATED this 15th day of September, 2015.


Charles J. Hoskin
District Court Judge


CLERK OF THE COURT

1 **NEOJ**
2 **Jack W. Fleeman, Esq.**
3 Nevada Bar No. 010584
4 **PECOS LAW GROUP**
5 8925 South Pecos Road, Suite 14A
6 Henderson, Nevada 89074
7 Telephone: (702) 388-1851
8 Facsimile: (702) 388-7406
9 E-mail: Email@pecoslawgroup.com
10 Attorney for Plaintiff

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **Leslie Lynn Miller,**

14 Plaintiff,

15 vs.

16 **Brett Robert Miller,**

17 Defendant.

Case No. **D-15-511973- D**
Dept. No. **E**

18 **NOTICE OF ENTRY OF DECREE OF DIVORCE**

19 TO: **Brett Robert Miller**, Defendant in Proper Person:

20 **PLEASE TAKE NOTICE** that a "Decree of Divorce," was entered in the
21 above-captioned case on the 29th day of **September, 2015**, by filing with the clerk.
22 A true and correct copy of said Decree of Divorce is attached hereto and made
23 a part hereof.

24 DATED this 30 day of September, 2015.

25 **PECOS LAW GROUP**

26 
27 **Jack W. Fleeman, Esq.**
28 Nevada Bar No. 010584

PECOS LAW GROUP
8925 South Pecos Road, Suite 14A
Henderson, Nevada 89074
(702) 388-1851
Attorney for Plaintiff

[illegible]

Brett Robert Miller
10521 Hartford Hills Ave.
Las Vegas, Nevada 89166
Defendant in Proper Person

Heather Olson
Heather Olson
an employee of PECOS LAW GROUP


CLERK OF THE COURT

DECD
Jack W. Fleeman, Esq.
Nevada Bar No. 010584
PECOS LAW GROUP
8925 South Pecos Road, Suite 14A
Henderson, Nevada 89074
Telephone: (702) 388-1851
Facsimile: (702) 388-7406
Email: Email@pecoslawgroup.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Leslie Lynn Miller,

Plaintiff,

Case No. **D-15-511973-D**
Dept No. **E**

vs.

Brett Robert Miller,

Defendant.

DECREE OF DIVORCE

The above entitled matter having come before the Court for hearing on September 15, 2015, Plaintiff, **Leslie Lynn Miller ("Leslie")**, present with **Jack W. Fleeman, Esq.**, of the PECOS LAW GROUP, and Defendant, **Brett Robert Miller ("Brett")**, present in Proper Person; the Court having reviewed all papers and pleadings on file; the parties having reached a full settlement of all issues as set forth on the record, and the Court being fully advised, finds:

The Court has complete jurisdiction in the premises, both as to the subject matter thereof and as to the parties thereto; that for more than six weeks before the commencement of this action Plaintiff, Leslie Miller and

☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Trial Verdict
☐ Disposed After Trial Start
☐ Judgment Reversed by Trial
☐ Settled/Withdrawn
☐ Without Judicial Conf/Hrg
☐ By ADR
☐ Trial Disposition:
☐ Judgment Reversed by Trial

RECEIVED

SEP 28 2015

DEPARTMENT

1 Defendant, Brett Miller were and have been actual bona fide residents and
2 domiciliaries of the State of Nevada, actually and physically residing and
3 being domiciled therein during all of said period of time; that there are two
4 minor children born the issue of the parties' marriage, namely: **Payton**
5 **Miller**, born August 24, 2001 and **Jordan Miller**, born August 9, 2004; that
6 there are no other children the issue of the parties' relationship, the parties
7 have no adopted children, and Plaintiff is not pregnant; that Plaintiff and
8 Defendant have each attended the seminar as mandated by the Eighth
9 Judicial District Court Rule (EDCR) 5.07(a); that Plaintiff, Leslie Miller is
10 entitled to an absolute and final dissolution of marriage on the ground of
11 incompatibility, and good cause appearing;

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the
13 parties waive their right to alimony therefore no alimony or spousal support
14 shall be paid by either party to the other.

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
16 personal property, such as furniture, has already been divided. There are a
17 few personal items remaining in the residence that Brett will need to
18 receive.

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
20 shall attempt to refinance the mortgage for the property located at 10316
21 Ironwood Pass Ave, Las Vegas, Nevada 89166 (hereinafter the "residence").
22 Should Leslie be able to refinance the residence, Brett shall sign a quitclaim
23 deed or whatever paperwork is necessary to allow her to accomplish the
24 refinance. Leslie shall receive the first \$22,000.00 of equity that exists after
25 all fees and costs are paid, should that amount be available. Beyond that,
26 any remaining funds shall be used as follows: to pay for one-half of Leslie's
attorney's fees, then to Leslie to pay one-half of the \$3,500.00 that Leslie paid
in November 2014 to catch up on the mortgage payments, and then the

1 remaining amount shall be divided equally by the parties.

2 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each
3 party shall retain the bank accounts, as well as all other accounts held in his
4 or her own name.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each
6 party shall retain the debt held in his or her own name and hold each other
7 harmless from the same.

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
9 only joint debts are orthodontics bills related to the minor children and
10 veterinarian bills, both of which shall be divided equally by the parties.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
12 shall be solely responsible for the IRS debt that has been determined to exist
currently.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
14 shall assume responsibility for the vehicle in Brett's name and that lists
15 Leslie as a co-signer. Leslie shall make reasonable efforts to remove Brett's
16 name from the loan when she is able to.

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
18 shall continue to provide health insurance for the minor children while it
19 remains available to her at a reasonable cost. Leslie pays \$320.00 per month
20 for the health insurance premium. The parties shall continue to divide the
21 costs equally pursuant to the 30/30 rule (as previously ordered) such that any
22 unreimbursed medical, dental, optical, orthodontic or other health related
23 expense incurred for the benefit of the minor child is to be divided equally
24 between the parties; either party incurring an out of pocket medical expense
25 for the child shall provide a copy of the paid invoice/receipt to the other
26 party within thirty days of incurring such expense, if not tendered within the
thirty day period, the Court may consider it as a waiver of reimbursement;

1 the other party will then have thirty days from receipt within which to
2 dispute the expense in writing or reimburse the incurring party for one-half
3 of the out of pocket expense, if not disputed or paid within the thirty day
4 period, the party may be subject to a finding of contempt and appropriate
5 sanctions.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
7 parties' entered into a Parenting Agreement on September 15, 2015, attached
8 hereto as **Exhibit 1**.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that *Brett*
10 shall pay Leslie \$345⁰⁰ per month for child support for the minor
11 children. *This amount does not include* the \$160 Brett pays to Leslie as part of
12 his one-half of the current health insurance premium cost.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that once
14 Payton emancipates the parties shall alternate years for claiming the federal
15 income tax exemption for the younger child, Jordan.

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
17 following statutory notices relating to the custody are applicable to the
18 parties:

19 A. Pursuant to NRS 125C.200, the parties, and each of them, are
20 hereby placed on notice of the following:

21 If custody has been established and the custodial parent intends
22 to move his/her residence to a place outside of this state and to
23 take the child with him/her, he/she must, as soon as possible and
24 before the planned move, attempt to obtain the written consent
25 of the noncustodial parent to move the child from this state. If
26 the noncustodial parent refuses to give that consent, the
custodial parent shall, before he/she leaves this state 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 noncustodial parent. This provision does not apply to
vacations outside the State of Nevada planned by either party.

1 B. Pursuant to NRS 125.510(6), the parties, and each of them, are
2 hereby placed on notice of the following:

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

10 C. Pursuant to NRS 125.510(7) and (8), the parties, and each of them,
11 are hereby placed on notice that the terms of the Hague Convention of
12 October 25, 1980, adopted by the 14th Session of the Hague Conference on
13 Private International Law, apply if a parent abducts or wrongfully retains a
14 child in a foreign country. Upon the agreement of the parties, Nevada is
15 hereby declared the state, and the United States of America is hereby
16 declared the country, of habitual residence of the child for the purposes of
17 applying the aforesaid terms of the Hague Convention.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
19 following statutory notices relating to child support are applicable to the
20 parties:

21 A. Pursuant to NRS Chapter 125B.095, if an installment of an
22 obligation to pay support for a child becomes delinquent in the amount owed
23 for 1 month's support, a 10% per annum penalty must be added to the
24 delinquent amount.

25 B. Pursuant to NRS Chapter 125B.140, if an installment of an
26 obligation to pay support for a child becomes delinquent, the court shall

1 determine interest upon the arrearages at a rate established pursuant to
2 NRS 99.040, from the time each amount became due. Interest shall continue
3 to accrue on the amount ordered until it is paid, and additional attorney's
4 fees must be allowed if required for collection.

5 C. Pursuant to NRS Chapter 125B.145, an award of child support
6 shall be reviewed by the court at least every three (3) years to determine
7 whether the award should be modified. The review will be conducted upon
8 the filing of a request by a (1) parent or legal guardian of the child; or (2) the
9 Nevada State Welfare Division or the District Attorney's Office, if the
10 Division of the District Attorney has jurisdiction over the case.

11 D. Pursuant to NRS Chapter 125.450(2), the wages and commissions
12 of the parent responsible for paying support shall be subject to assignment
13 or withholding for the purpose of payment of the foregoing obligation of
14 support as provided in NRS 31A.020 through 31A.240, inclusive.

15 E. Pursuant to NRS 125B.055(3), each party must, within ten (10)
16 days after the entry of this Order, file with the Eighth Judicial District Court,
17 Family Division, (601 North Pecos Road, Las Vegas, Nevada 89101), and with
18 the State of Nevada, Department of Human Resources, Welfare Division,
19 3120 East Desert Inn Road, Las Vegas, Nevada 89121), a Child Support and
20 Welfare Party Identification Sheet setting forth:

- 21 (1) His or her social security number;
- 22 (2) His or her residential and mailing address;
- 23 (3) His or her telephone number;
- 24 (4) His or her driver's license number; and
- 25 (5) The name, address and telephone number of his or her
26 employer.

Each of the parties will thereafter update their respective Child
Support and Welfare Party Identification Sheets within ten (10) days after
any of the information contained in the form becomes inaccurate.

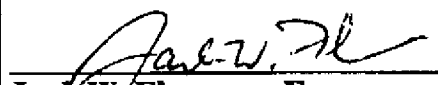
1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
2 shall maintain her married name of "**Leslie Lynn Miller.**"

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
4 parties stated they understand and are in agreement with the stipulation
5 placed on the record.

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the
7 trial set on September 29, 2015 at 1:30 p.m. is vacated.

8 DATED September 28, 2015.

9 PECOS LAW GROUP

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11 **Jack W. Fleeman, Esq.**
12 Nevada Bar No. 010584
13 PECOS LAW GROUP
14 8925 South Pecos Road, Suite 14A
Henderson, Nevada 89074
(702) 388-1851
Attorney for Plaintiff

15 
16 **CHARLES J. HOSKIN**

EXHIBIT 1

FILED IN OPEN COURT

SEP 15 2015

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN D. GRIERSON
CLERK OF THE COURT

BY

CAROL FOLEY DEPUTY

LESLIE MILLER,

Plaintiff

vs

BRETT MILLER,

Defendant

Case No. D-15-511973-D

Department No. E

PARENTING AGREEMENT

Date of Hearing: 9-15-15

Time of Hearing: 10:00 a.m.

The parents have met in mediation and have agreed to a Parenting Agreement. The intent of this Parenting Agreement is to promote healthy relationships between the children, Payton Miller, DOB: 8-24-01, Jordan Miller, DOB: 8-9-04, and their parents. Each of the parents, Leslie Miller, natural mother, and Brett Miller, natural father, agree that co-parenting requires the acceptance of mutual responsibilities and rights as far as the children are concerned.

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Legal custody addresses the issues and matters including, but not limited to, the health, education, religious upbringing and welfare of the children.

The parents agree to share joint legal custody of the children named above.

The parents agree to provide each other with the names, addresses, telephone numbers of all medical, educational, child care and other providers of professional services for the

1 children. Should this information change, each parent agrees to provide notification in advance, or
2 as soon as possible, to the other parent.

3 Both parents are entitled to have access to medical information (both emergency and
4 routine), school records, and to consult with any and all professionals involved with the children.
5 The parents agree that each parent shall be empowered to obtain emergency health care for the
6 children without the consent of the other parent. The parents agree to notify the other parent as soon
7 as reasonably possible of any illness requiring medical attention or any emergency involving the
8 children.
9

10 OBTAINING INFORMATION

11 The parents agree to provide each other with the address and telephone number at
12 which the children reside.
13

14 The parents agree to notify each other, and the Clerk of the Court, in writing at least
15 ten (10) days prior to changing residences, phone numbers, or employment.

16 The parents agree to provide each other, upon receipt, information concerning the
17 well-being of the children, including, but not limited to, school information, activities involving the
18 children, and all communications from health care providers.
19

20 The parents agree to advise each other of school, athletic and social events in which
21 the children participate, and both parents may participate in activities for the children.

22 PHYSICAL CUSTODY PROVISIONS

23 Physical custody addresses the residential arrangements and specific periods of
24 parental responsibilities for the children. The parents shall maintain joint physical custody Jordan,
25 which entails the following:
26

27 ...
28

1 The parents agree that beginning July 31, 2015 and in alternating weeks thereafter,
2 Jordan shall reside with the father beginning Friday at 2:00 p.m. or after school recesses, and
3 concluding Sunday at 6:00 p.m. The parents further agree that in opposite weeks, Jordan shall reside
4 with the father beginning Tuesday at 2:00 p.m. or after school recesses, and concluding Friday at
5 2:00 p.m. or at the start of school. Jordan shall reside with the mother during all other unspecified
6 times.
7

8 The parents agree that Payton shall reside primarily with the mother, except as
9 follows:
10

11 The parents agree that beginning July 31, 2015 and thereafter, Payton shall reside
12 with the father every other weekend, with the weekend defined as beginning Friday at 2:00 p.m. or
13 after school recesses, and concluding Sunday at 6:00 p.m.

14 HOLIDAYS

15 Holidays and special times shall take precedence over all other time-share
16 arrangements. The parents agree that the children shall reside with the mother on all holidays except
17 the ones listed below. The parents further agree that if the father has family in town or is going to
18 visit family, then the children shall reside with him for the holiday, with at least two (2) weeks
19 advance notice to the mother. The times shall be based upon travel arrangements and mutual
20 agreement.
21

22 Mother's/Father's Day

23 The parents agree that Mother's/Father's Day shall begin the Saturday preceding
24 Mother's/Father's Day at 7:00 p.m. and end on Mother's/Father's Day at 7:00 p.m. The mother
25 shall have the children each year on Mother's Day, and the father shall have the children each year
26 on Father's Day.
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TRANSPORTATION

The parents agree that responsibility for providing transportation shall be assumed by the receiving parent.


MOVING THE CHILDREN OUT OF THE STATE


If custody has been established and a parent intends to move his/her residence to a place outside of the state of Nevada and to take the children with him/her, he/she must, as soon as possible and before the planned move, obtain the written consent of the other parent or written consent of the Court.

MODIFYING THE PARENTING AGREEMENT

The provisions of this Parenting Agreement may be modified, in writing, as the needs of the children and/or the circumstances of the parents change. However, the parents understand that any changes they agree to do not modify this Court Order. If parenting issues arise in the future, the parents are encouraged to utilize mediation prior to seeking Court intervention. The parents understand that they may return to the Family Mediation Center (FMC) at any time to re-mediate their parenting issues by contacting FMC at 702-455-4186 and paying any outstanding fee.

The above agreement reflects the Parenting Agreement formulated in mediation. The parents realize they have the right to review this document with an attorney prior to its being reviewed and adopted by the Court.

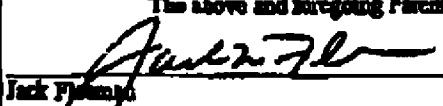

Leslie Miller
Mother



Brett Miller
Father

DATE 8/20/15

DATE 8-17-15

The above and foregoing Parenting Agreement is acceptable to the parties.


Jack Flanagan
Attorney for Plaintiff


Brett Miller
In Proper Person

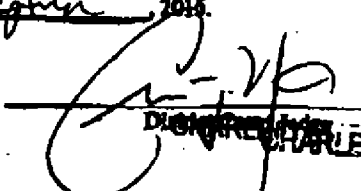
DATE 8/20/15

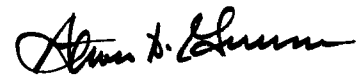
DATE 8-17-15

ORDER

Based upon the agreement of the parties and good cause being shown, IT IS HEREBY ORDERED that the terms and conditions of the above Parenting Agreement are adopted.

DATED this 15th day of September, 2015.


CHARLES J. HOSKIN



CLERK OF THE COURT

ORDR
Jack W. Fleeman, Esq.
Nevada Bar No. 010584
PECOS LAW GROUP
8925 South Pecos Road, Suite 14A
Henderson, Nevada 89074
Telephone: (702) 388-1851
Facsimile: (702) 388-7406
Email: Email@pecoslawgroup.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

Leslie Lynn Miller,

Plaintiff,

VS.

Brett Robert Miller,

Defendant.

Case No. **D-15-511973-D**

Dept. No. **E**

Date of Hearing: **November 17, 2015**

Time of Hearing: **9:00 a.m.**

ORDER

THIS MATTER having come before the **Honorable Charles J. Hoskin** on 17th day of November 2015 for hearing on *Plaintiff's Motion for Reconsideration, to Amend Judgment, and for Findings of Fact and Conclusions of Law on Child Support Calculation*; Plaintiff **Leslie Lynn Miller** (hereinafter "Mom") present and represented by and through her attorney, **Jack W. Fleeman, Esq.**, of PECOS LAW GROUP; Defendant, **Brett Robert Miller**, present and representing himself in proper person, the court being fully advised in the premises and good cause appearing, makes the following findings and orders:

THE COURT FINDS that the stipulated custody agreement contained in the parenting agreement attached as an exhibit to the parties' Decree of Divorce, with respect to the minor child Jordan, is a joint physical custody

☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Vacated After Trial Start
☐ Judgment Reached by Trial

Total Dispositions:
☐ Non-Trial Disposition
☐ Settled/Withdrawn
☐ Without Judicial Confirmation
☐ With Judicial Confirmation
☐ By ADR

26

1 arrangement pursuant to *Rivero* because Dad's timeshare is greater than 40%
2 of the time with that child.

3 THE COURT FURTHER FINDS that the Court's award of \$345 per
4 month in child support is in the children's best interests.

5 THE COURT FURTHER FINDS that the award of \$345 per month in
6 child support is based on the formulas set forth in NRS Chapter 125B given
7 the parties' timeshares with the children.

8 THE COURT FINDS that it has run the numbers using the statutory
9 percentages of 18% for one child and 25% for two children and given the
10 comparative incomes, the deviation factors permitted under NRS
11 125B.080(9), and all circumstances, the \$345 per month in child support is the
12 appropriate figure.

13 THEREFORE IT IS ORDERED that Mom's request to reconsider
14 and/or to amend the judgment regarding child support is denied.

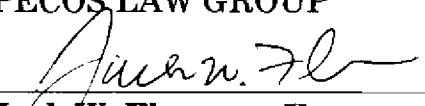
15 IT IS FURTHER ORDERED that Mr. Fleeman is to prepare this Order.

16 DATED this 23rd day of November, 2015.

17
18 
19 DISTRICT COURT JUDGE
20 CHARLES J. HOSKIN

21 Submitted by:

22 PECOS LAW GROUP

23 
24 **Jack W. Fleeman, Esq.**
25 Nevada Bar No. 010584
26 PECOS LAW GROUP
8925 South Pecos Road, Ste. 14A
Las Vegas, Nevada 89074
(702) 388-1851
Attorney for Defendant

1 **NEOJ**
2 **Jack W. Fleeman, Esq.**
3 **Nevada Bar No. 010584**
4 **PECOS LAW GROUP**
5 **8925 South Pecos Road, Suite 14A**
6 **Henderson, Nevada 89074**
7 **Tel: (702) 388-1851**
8 **Fax: (702) 388-7406**
9 **Email: Email@pecoslawgroup.com**
10 **Attorney for Plaintiff**


CLERK OF THE COURT

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 **Leslie Lynn Miller,**
11 **Plaintiff,**

12 **vs.**

13 **Brett Robert Miller,**
14 **Defendant.**

Case No. D-15-511973-D
Dept. No. E

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

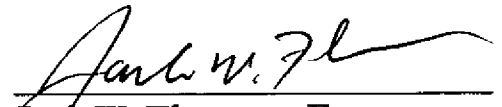
15 **NOTICE OF ENTRY OF ORDER**

16 **TO: Brett Robert Miller, Defendant in Proper Person.**

17 **YOU WILL PLEASE TAKE NOTICE** that an "Order," was entered in
18 **the above-captioned case on the 23rd day of November, 2015, by filing with**
19 **the clerk. A true and correct copy of said Order is attached hereto and made**
20 **a part hereof.**

21 **DATED this 24 day of November, 2015.**

22 **PECOS LAW GROUP**

23 
24 **Jack W. Fleeman, Esq.**
25 **Nevada Bar No. 010584**
26 **8925 South Pecos Road, Suite 14A**
Henderson, Nevada 89074
Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that the foregoing "ORDER" in
3 the above-captioned case was served this date as follows:

4 ☐ by e-service, pursuant to Rule 9 of N.E.F.C.R., E.D.C.R.
5 7.26(a)(4), and E.J.D.C. AO 9-12 and AO 14-2, to the following
6 email(s), which is/are the email(s) registered with the electronic
7 filing system:

8 ☒ by placing the same to be deposited for mailing in the United
9 States Mail, in a sealed envelope upon which first class postage
10 was prepaid in Las Vegas, Nevada;

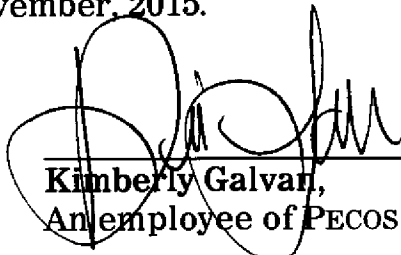
11 ☐ pursuant to EDCR 7.26 to be sent via facsimile, by duly executed
12 consent for service by electronic means;

13 ☐ by hand-delivery with signed Receipt of Copy.

14 To person(s) listed below at the address:

15 **Brett Robert Miller**
16 10521 Hartford Hills Ave.
17 Las Vegas, Nevada 89166
18 Defendant in Proper Person

19 DATED this 24th day of November, 2015.

20 
21 _____
22 **Kimberly Galvan,**
23 An employee of PECOS LAW GROUP
24
25
26


CLERK OF THE COURT

ORDR
Jack W. Fleeman, Esq.
Nevada Bar No. 010584
PECOS LAW GROUP
8925 South Pecos Road, Suite 14A
Henderson, Nevada 89074
Telephone: (702) 388-1851
Facsimile: (702) 388-7406
Email: Email@pecoslawgroup.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

Leslie Lynn Miller,

Plaintiff,

Case No. **D-15-511973-D**
Dept. No. **E**

vs.

Date of Hearing: **November 17, 2015**
Time of Hearing: **9:00 a.m.**

Brett Robert Miller,

Defendant.

ORDER

THIS MATTER having come before the **Honorable Charles J. Hoskin** on 17th day of November 2015 for hearing on *Plaintiff's Motion for Reconsideration, to Amend Judgment, and for Findings of Fact and Conclusions of Law on Child Support Calculation*; Plaintiff **Leslie Lynn Miller** (hereinafter "Mom") present and represented by and through her attorney, **Jack W. Fleeman, Esq.**, of PECOS LAW GROUP; Defendant, **Brett Robert Miller**, present and representing himself in proper person, the court being fully advised in the premises and good cause appearing, makes the following findings and orders:

THE COURT FINDS that the stipulated custody agreement contained in the parenting agreement attached as an exhibit to the parties' Decree of Divorce, with respect to the minor child Jordan, is a joint physical custody

☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Squidary) Dismissal
☐ Default Judgment
☐ Transferred
☐ Unrecorded After Trial Start
☐ Trial Disposition:
☐ Judgment Reached by Trial
☐ Judgment Reached by Appeal
☐ Judgment Reached by Remand
☐ Judgment Reached by Rehearing
☐ Judgment Reached by Reconsideration
☐ Judgment Reached by Review
☐ Judgment Reached by Writ
☐ Judgment Reached by Other

1 arrangement pursuant to *Rivero* because Dad's timeshare is greater than 40%
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3 THE COURT FURTHER FINDS that the Court's award of \$345 per
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11 125B.080(9), and all circumstances, the \$345 per month in child support is the
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13 THEREFORE IT IS ORDERED that Mom's request to reconsider
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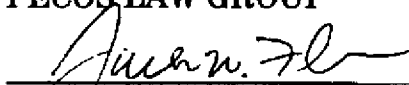
15 IT IS FURTHER ORDERED that Mr. Fleeman is to prepare this Order.

16 DATED this 23rd day of November, 2015.

17
18 
19 _____
DISTRICT COURT JUDGE
20 CHARLES J. HOSKIN

21 Submitted by:

22 PECOS LAW GROUP

23 

24 Jack W. Fleeman, Esq.

25 Nevada Bar No. 010584

26 PECOS LAW GROUP

8925 South Pecos Road, Ste. 14A

Las Vegas, Nevada 89074

(702) 388-1851

Attorney for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

May 27, 2015

D-15-511973-D Leslie Lynn Miller, Plaintiff
vs.
Brett Robert Miller, Defendant.

May 27, 2015

9:00 AM

All Pending Motions

HEARD BY: Hoskin, Charles J.

COURTROOM: Courtroom 02

COURT CLERK: Kim Jones; Carol Foley

PARTIES

Brett Miller, Defendant, present	Pro Se
Jordan Miller, Subject Minor, not present	
Leslie Miller, Plaintiff, present	Jack Fleeman, Attorney, present
Payton Miller, Subject Minor, not present	

JOURNAL ENTRIES

- CASE MANAGEMENT CONFERENCE...DEFT'S MOTION FOR INTERIM ORDERS FOR JOINT CUSTODY OF THE PARTIES' MINOR CHILDREN; FOR ORDER SETTING VISITATION; TO RESOLVE MATTERS OF CHILD SUPPORT AND MEDICAL COVERAGE FOR THE CHILDREN; FOR EQUITABLE DIVISIONS OF COMMUNITY PROPERTY/DEBTS; FOR FEES AND COSTS AND RELATED MATTERS... PLTF'S OPPOSITION AND COUNTERMOTION FOR INTERIM ORDERS

Gerald Sufleta, #6514, appearing in an unbundled capacity for Defendant.

Counsel stated they reached some temporary agreements:

FMC referral and child interview of Payton before mediation.

A 30/30 Rule will be in effect. Parties will split monthly costs of health insurance coverage going forward. Plaintiff shall provide Defendant a copy of Payton's insurance card.

Defendant will give Plaintiff half of the \$3,667 tax return as soon as check clears after it is deposited. Defendant received check in open court from Mr. Fleeman.

Plaintiff will have EXCLUSIVE POSSESSION of the residence.

The parties will have JOINT LEGAL CUSTODY.

The parties will have JOINT PHYSICAL CUSTODY AS TO JORDAN. Jordan's current timeshare with Defendant is Tuesday p.m. to Friday p.m. one week, and Friday p.m. to Sunday p.m. the following week.

COURT SO ORDERED.

Statements by counsel regarding the motion and countermotion.

Counsel agreed Payton's current schedule with Defendant is Wednesday p.m. to Friday p.m. one week, and then Friday p.m. to Sunday p.m. the following week. Defendant is requesting joint physical custody of Payton.

COURT ORDERED, Non-Jury Trial set. Case and Trial Management Order signed and FILED IN OPEN COURT.

COURT ORDERED, Parties referred to Family Mediation Center to attempt mediation. Prior to mediation, pursuant to STIPULATION, Payton is referred for a child interview.

TEMPORARILY, COURT ORDERED, the status quo will be maintained with regard to Payton (Payton's current timeshare with Defendant is Wednesday p.m. - to Friday p.m. one week, and then Friday p.m. to Sunday p.m. the following week). The current timeshare, by Court's calculation is about a 36% timeshare. Court is not making a determination today whether joint physical custody would be in the best interest of the child, but is considering it a substantial timeshare and very close to the Supreme Court's 40% standard.

Given the fact that parties are sharing physical custody of Jordan, the Court will make some modification/deviations under NRS 125B.080 with regard to the time share. Court FINDS it is appropriate for Defendant to pay Plaintiff CHILD SUPPORT in the amount of \$200.00 per month based on the time share in place. TEMPORARY CHILD SUPPORT set at \$200.00 per month.

Because the parties have agreed to Plaintiff having exclusive possession of the residence, COURT

ORDERED, Defendant to provide Plaintiff with the house payment account number, payment amount and due date, and authorization that Plaintiff is entitled to speak with Chase and make the payments. Plaintiff is to maintain current payment on the house while she is residing there. A determination of who is to cover past due amounts DEFERRED until time of trial.

Mr. Fleeman is to prepare the order. Mr. Sufleta advised he does not need to sign off.

9/15/15 10:00 AM CALENDAR CALL & RETURN: CHILD INTERVIEW

9/29/15 1:30 PM NON-JURY TRIAL - STACK #1

CLERK'S NOTE: Due to Clerk's error, the trial date stack is 9/29/15 instead of 9/22/15. Both counsel provided with a copy of this minute order. 6/01/15 kj.

INTERIM CONDITIONS:

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

September 15, 2015

D-15-511973-D Leslie Lynn Miller, Plaintiff
vs.
Brett Robert Miller, Defendant.

September 15, 2015 10:00 AM All Pending Motions

HEARD BY: Hoskin, Charles J.

COURTROOM: Courtroom 02

COURT CLERK: Carol Foley

PARTIES

Brett Miller, Defendant, present	Pro Se
Jordan Miller, Subject Minor, not present	
Leslie Miller, Plaintiff, present	Jack Fleeman, Attorney, present
Payton Miller, Subject Minor, not present	

JOURNAL ENTRIES

- RETURN HEARING: CHILD INTERVIEW...CALENDAR CALL

PARENTING AGREEMENT EXECUTED and FILED IN OPEN COURT. COURT ORDERED, PARENTING AGREEMENT AFFIRMED and ADOPTED.

Mr. Fleeman noted child support will have to be calculated, but the parties have reached a resolution as to other issues.

Both parties sworn and testified.

PRINT DATE:	12/09/2015	Page 4 of 8	Minutes Date:	May 27, 2015
-------------	------------	-------------	---------------	--------------

Per STIPULATION:

Parties waive alimony.

Personal property has already been divided. There is some personal property that still has to be distributed.

Plaintiff will try to refinance the mortgage on the house and Defendant will sign a quitclaim deed if Plaintiff is able to refinance. Plaintiff will get the first \$22,000 of equity if there is that. Beyond that, it will go to one half of Plaintiff's attorney's fees and one half of the \$3,500 that Plaintiff paid in November to catch up on the mortgage payments will go to Plaintiff. Any proceeds left after that will be split by the parties.

Each party will keep the bank accounts or other accounts held in their own name.

Each party will keep the debt held in their own name and hold each other harmless.

The only joint debts are orthodontics bills related to the children and veterinarian bills. Parties will split those bills.

Plaintiff will keep her married name.

Plaintiff is responsible for the IRS debt that exists.

The vehicle is in Defendant's name and Plaintiff is a co-signer. Plaintiff will take over full responsibility for the payments and will make reasonable efforts to take the loan out of Defendant's name when she is able to.

Plaintiff will continue to provide health insurance for the children and parties will continue to split the costs. Plaintiff pays \$320.00 per month for insurance for the children.

Parties will alternate years for claiming the younger child on taxes once the older child ages out.

Both parties stated they understand and are in agreement with the stipulation placed on the record.

Court FINDS personal and subject matter jurisdiction. COURT ORDERED, final and absolute DECREE OF DIVORCE awarded to Plaintiff based on the terms and conditions placed on the record today.

Mr. Fleeman is to prepare the decree and reference the health insurance and leave a blank for child support obligation. The Court will review the financial disclosure forms and give a child support number when the decree is submitted.

D-15-511973-D

Trial date vacated.

INTERIM CONDITIONS:

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

November 17, 2015

D-15-511973-D Leslie Lynn Miller, Plaintiff
vs.
Brett Robert Miller, Defendant.

November 17, 2015 9:00 AM All Pending Motions

HEARD BY: Hoskin, Charles J.

COURTROOM: Courtroom 02

COURT CLERK: Carol Foley

PARTIES

Brett Miller, Defendant, present	Pro Se
Jordan Miller, Subject Minor, not present	
Leslie Miller, Plaintiff, present	Jack Fleeman, Attorney, present
Payton Miller, Subject Minor, not present	

JOURNAL ENTRIES

- MOTION FOR RECONSIDERATION, TO AMEND JUDGMENT, AND FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW ON CHILD SUPPORT CALCULATION... DEFT'S OPPOSITION AND COUNTERMOTION

Statement by Mr. Fleeman.

Court noted before it took the matter under submission the Court indicated there is not specific guidance from the Supreme Court or the Nevada Legislature with regard to circumstances such as the one the parties have agreed to.

Court finds under the Rivero standards that the arrangement with regard to Jordan is a joint physical custodial arrangement with the Defendant having at least 40% of the time with the child as a result of that.

Court stated its findings with regard to the calculation of child support.

Court finds that the award previously entered of \$345 per month is appropriate and in the best interest of the minor children.

COURT ORDERED, Motion for Reconsideration and to Amend Judgment is DENIED.

Mr. Fleeman is to prepare the order. Defendant advised he does not need to review the order and sign off.

INTERIM CONDITIONS:



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

JACK W. FLEEMAN, ESQ.
8925 S. PECOS ROAD, STE. 14A
HENDERSON, NV 89074

DATE: December 9, 2015
CASE: D511973

RE CASE: LESLIE LYNN MILLER vs. BRETT ROBERT MILLER

NOTICE OF APPEAL FILED: December 7, 2015

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:

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

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

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

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

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

Certification of Copy

State of Nevada }
County of Clark } SS:

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

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT
DOCKET ENTRIES; FAMILY COURT COVER SHEET; DECREE OF DIVORCE; NOTICE OF
ENTRY OF DECREE OF DIVORCE; ORDER; NOTICE OF ENTRY OF ORDER; DISTRICT COURT
MINUTES; NOTICE OF DEFICIENCY

LESLIE LYNN MILLER,

Plaintiff(s),

vs.

BRETT ROBERT MILLER,

Defendant(s),

Case No: D511973

Dept No: E

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 9 day of December 2015.

Steven D. Grierson, Clerk of the Court

Mary Kielty

Mary Kielty, Deputy Clerk