



CLERK OF THE COURT

1 **DECD**

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3 **Nevada Bar No. 010584**

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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 **DECREE OF DIVORCE**

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

26 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
☐ Denied - Want of Prosecution
☐ Preliminary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Disposed After Trial Start
☐ Judgment Reversed by Trial
☐ Non-Trial Disposition
☐ Settled/Withdrawn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
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.

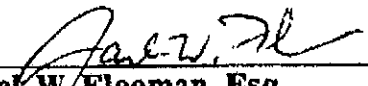
1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Leslie
2 shall maintain her married name of "Leslie Lynn Miller."

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

AA000000080

SEP 15 2015
STEVEN D. GRIERSON
CLERK OF THE COURT

BY CAROL FOLEY
CAROL FOLEY DEPUTY

Plaintiff

vs

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

Defendant

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

LEGAL CUSTODY PROVISIONS

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 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.
27
28

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 703-455-4186 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.

[Signature]
Leanne Miller
Mother

[Signature]
Brent Miller
Father

DATE

8/20/15

DATE

8-17-15

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

[Signature]
Jack Flanagan
Attorney for Plaintiff

[Signature]
Brent Miller
In Proper Person

DATE

8/20/15

DATE

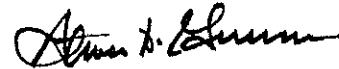
8-17-15

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.

[Signature]
CHARLES J. HOSKIN



CLERK OF THE COURT

1 **MOT**
2 **Jack W. Fleeman, Esq.**
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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**

Date of Hearing:

Time of Hearing:

15 **MOTION FOR RECONSIDERATION, TO AMEND JUDGMENT,**
16 **AND FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW**
17 **ON CHILD SUPPORT CALCULATION**

18 COMES NOW Plaintiff, **Leslie Lynn Miller**, by and through her
19 attorney, **Jack W. Fleeman, Esq.**, of the PECOS LAW GROUP, and respectfully
20 requests that this Court enter Orders granting her the following relief:

- 21 1. An Order reconsidering the Court's award of child support in
22 this matter;
- 23 2. A finding that despite the parties' decision to characterize
24 Defendant as a joint physical custodian of the minor child, Jordan, the
25 timeshare under Nevada law is one of primary physical custody to Leslie;

3. A finding that child support is properly determined based on NRS 125B.070 at 25% of Defendant's gross monthly income;

4. An Order amending the Court's ordered child support amount to award Plaintiff \$1,076.24 per month in child support, which is in compliance with NRS 125B.070 and is in the children's best interests;


5. In the alternative, should the Court determine that a child support number less \$1,076.24 is the appropriate amount, that the Court issue findings of fact and conclusions of law in support of the Court's ultimate determination of the child support amount; and

6. An Order awarding Plaintiff such other and further relief as this Court deems just and proper in the premises.

This Motion is made and based on all the papers and pleadings on file herein, the Points and Authorities submitted herewith, the affidavits attached hereto, and any further evidence and argument as may be adduced at the hearing of this matter.

DATED this 9 day of October, 2015.

PECOS LAW GROUP


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Nevada Bar No. 0010584
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(702) 388-1851
Attorney for Plaintiff

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PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing Motion on for hearing before the Court at the Courtroom of the above-entitled Court on the 17th day of November, 2015, at the hour of 9 o'clock a.m. of said day, in Department E of said Court.

DATED this 9 day of October, 2015.

Harwin

Jack W. Fleeman, Esq.
Nevada Bar No. 010584
8925 South Pecos Road, Suite 14A
Henderson, Nevada 89074
(702) 388-1851
Attorneys for Plaintiff

1 **POINTS AND AUTHORITIES**

2 **I. FACTS**

3 **A. Introduction.**

4 Plaintiff, **Leslie Lynn Miller** ("Leslie"), and Defendant, **Brett Robert**
5 **Miller** ("Brett"), married on March 30, 2001. They have two minor children:
6 **Payton Riley Miller**, born August 24, 2001; and **Jordan Timothy Miller**, born
7 August 9, 2004. The parties settled all issues in their divorce except for the
8 amount of child support owed from Brett to Leslie. On that issue, the Court
9 took the matter under advisement and stated, at the hearing held on
10 September 15, 2105, that counsel should submit a Decree with a blank for the
11 Court to fill in the proper child support amount. Counsel later submitted the
12 Decree to the Court, and the Court entered the amount of \$345 per month in
13 child support. Upon information and belief, this amount is far below the
14 amount that should be due under Nevada law, and is not in the children's
15 best interests. Thus, this motion for reconsideration, et al. follows.

16 **B. The Court Ordered Custodial Timeshare.**

17 The parties stipulated to their custodial timeshare through mediation.
18 At that time, it was agreed that the parties' would be designated as joint
19 physical custodians of their son, Jordan, born August 9, 2004, and that Leslie
20 would be designated as the primary physical custodian of the parties'
21 daughter, Payton, born August 24, 2001. Brett agreed to Leslie being named
22 primary physical custodian of Payton after he read Payton's desires in the
23 child interview report. *See* Defendant's Pre-Trial Memorandum, at p. 2. As to
24 Jordan, Brett steadfastly refused to be called anything less than a joint
25

1 physical custodian, although he agreed to take less than a joint physical
2 custody timeshare.

3 The specific custodial timeshare agreed to, and adopted as an order of
4 the court, was as follows:

5 Jordan shall reside with Brett on an alternating week schedule that
6 begins Friday at 2:00 p.m. or after school recesses, and concludes on Sunday
7 at 6:00 p.m. (52 hours) during one week, and then begins on Tuesday at 2:00
8 p.m. or after school recesses, and concludes on Friday at 2:00 p.m. (72 hours)
9 during week two. This is a total of 124 hours every 336 hours (two weeks), or
10 36.9% of the time with Jordan on average. However, this number is likely
11 reduced on a yearly basis due to Brett's lack of holiday time.¹

12 Payton shall have visitation with Brett every other weekend from
13 Friday at 2:00 p.m. or after school recesses until Sunday at 6:00 p.m. (48
14 hours). This is a total of 48 hours every 336 hours, or a total of 14.3% of the
15 time with Payton on average.

16 **C. The Parties' Incomes.**

17 Leslie's current gross monthly income, stated on her Financial
18 Disclosure Form, filed on May 5, 2015, is \$3,986.66 per month. Brett's current
19 gross monthly income, per he Financial Disclosure Statement filed in
20 September 10, 2015, is \$4,304.97 per month.

21 ...

22 ...

23 ...

24
25 ¹ In general, unless Brett is going to spend time with his family during a holiday, Leslie has
26 all holidays with the children except the alternating children's birthdays and father's day.

II. ARGUMENT

A. THE COURT SHOULD RECONSIDER ITS CHILD SUPPORT DECISION BECAUSE IT WAS CLEARLY ERRONEOUS.

EDCR 2.24 states:

Rule 2.24. Rehearing of motions.

(a) No motions once heard and disposed of may be renewed in the same cause, nor may the same matters therein embraced be reheard, unless by leave of the court granted upon motion therefor, after notice of such motion to the adverse parties.

(b) A party seeking reconsideration of a ruling of the court, other than any order which may be addressed by motion pursuant to N.R.C.P. 50(b), 52(b), 59 or 60, must file a motion for such relief within 10 days after service of written notice of the order or judgment unless the time is shortened or enlarged by order. A motion for rehearing or reconsideration must be served, noticed, filed and heard as is any other motion. A motion for reconsideration does not toll the 30-day period for filing a notice of appeal from a final order or judgment.

(c) If a motion for rehearing is granted, the court may make a final disposition of the cause without reargument or may reset it for reargument or resubmission or may make such other orders as are deemed appropriate under the circumstances of the particular case.

The Court may consider a motion for reconsideration when there are "new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted." *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976). A district court may consider a motion for reconsideration concerning a previously decided issue if the decision was clearly erroneous. *Masonry and Tile v. Jolley, Urga & Wirth*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). "Points or contentions not raised in the original hearing cannot be maintained or considered on

1 rehearing.” *Achrem v. Expressway Plaza Ltd.*, 112 Nev. 737, 742, 917 P.2d 447,
2 450 (1996)(internal citations omitted).²

3 Here, the Court’s \$345.00 per month child support figure is clearly
4 erroneous because it does not comply with Nevada’s statutory and case law
5 requirements for the calculation of child support, as fully explained in the
6 sections below.³ Moreover, the Court’s decision with respect to the \$345 per
7 month child support amount is not supported by findings or conclusions of
8 law, which are necessary to demonstrate that sufficient evidence exists in
9 support of the Court’s figure.

10
11 **B. The Correct Calculation Based on Nevada’s Definition of the
Timeshare.**

12 Leslie has primary physical custody under Nevada’s definition
13 because she has more than 60% of the time with both children.⁴ See *Rivero v.*
14 *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009). Thus, child support in this
15 matter should have been calculated pursuant to NRS 125B.070 with Brett
16 paying 25% of his gross income, or a total of \$1,076.24 per month in support.

18 ² The *Achrem* Court’s determination that the court cannot consider “points and
19 contentions” not previously maintained or considered addresses the situation where a party
20 attempts to introduce new facts or evidence in a motion for reconsideration. *Id.* That is not
21 the case here, where the statute requires the Court to make a child support determination
22 based on the law and in the children’s best interests. This is permissible under the rule as
23 the court must always make decisions that comport with the law.

24 ³ Even Brett recognizes the amount is not appropriate, as he immediately sought to
25 antagonize Leslie regarding the low amount, stating he assumed he would have to pay a
26 minimum of “\$500 per month” and probably “between \$500 and \$750 per month.” Brett also
laughed at the low amount, telling Leslie that she wanted the house and the car and primary
of Payton, and look at the low amount of child support she received after having to pay an
attorney. This conduct is also indicative of Brett’s attitude since the divorce, which has
resulted in the child, Jordan, stating he no longer wants to spend time with Brett.

⁴ Leslie has at least 63.1% of the time with Jordan, and 85.7% of the time with Payton.

1 The fact that Brett has other obligations, as argued in his pre-trial
2 memorandum, should be of no consequence as the deviation factors do not
3 allow the Court to deviate solely for that fact, and the obligation to support
4 the children trumps all other obligations. Additionally, while the deviation
5 factors allow the Court to consider the relative income of both parents (NRS
6 125B.080(9)(l), Leslie makes slightly less than Brett. Further, the deviation
7 factor related to relative incomes must be weighed against the fact that for
8 significant majority of each month, Leslie, not Brett, is the parent caring for
9 the children's daily needs. *See* NRS 125B.080(9)(j).⁵

10
11 **C. The Correct Calculation Based on the Stated Split, or Mixed, Custody
Designations.**

12 There does not appear to be any controlling law in Nevada on how
13 child support must be calculated when parents have split, or mixed, custody
14 of children. However, upon information and belief, there are two schools of
15 thought on how the amount should be calculated.

16 The first school of thought is that child support should be calculated
17 under *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998) for the joint
18 physical custody arrangement, and then under NRS 125B.070 for the primary
19 physical custody arrangement.⁶ Under this method of calculation, the *Wright*
20 calculation for Jordan is \$75.29 per month,⁷ and the NRS 125B.070

21
22 ⁵ Counsel does not imagine the Court applied any deviations when determining the \$345 per
23 month child support amount because the Court did not issue any specific findings of fact, as
required under NRS 125B.080(9) when making deviations to the statutory amount.

24 ⁶ Again, the Court should consider that Leslie actually has primary physical custody of both
children in this case, and Brett should pay 25% of his gross monthly income.

25 ⁷ \$774.89 (18% of \$4,304.97) - \$699.60 (18% of \$3,886.66)

1 calculation for Payton is \$774.89 per month, which is 18% of Brett's income,
2 for a total child support payment of \$850.18 per month in child support. This
3 figure makes much more sense that the Court ordered \$345 per month as
4 Leslie has both children a majority of the time (63.1% with Jordan and 85.7%
5 with Payton), and Brett's equal responsibility for support under NRS 125.020
6 requires that he contribute a reasonable amount of his income to assist in
7 their support while with Leslie. The \$850.18 amount is equivalent to 19.7% of
8 Brett's gross income, which is much more reasonable given the disparity in
9 the parties' custodial timeshares and the burden of financial responsibility
10 that is placed on Leslie. Furthermore, the amount is more in line with best
11 interests of the children because it adequately provides for their support
12 and allows the households, given the expense of raising children, on a
13 similar financial level.

14 The second school of thought on how to calculate split custody support
15 is to prorate the support per child, based on the statutory presumption that
16 the total support for two children is 25% of a party's gross income. In the
17 present case, 25% of Leslie's income is \$971.67, while 25% of Brett's is
18 \$1,076.24. The prorated number per child using these amounts is \$485.84 per
19 child for Leslie and \$538.12 per child for Brett. Thus, Dad's support for
20 Payton would be \$538.12, and for Jordan it would be \$52.28 (\$538.12 - \$485.84
21 under a *Wright* type calculation), for a total obligation of \$590.40.

22 Therefore, based on these two methods of calculation, an arguably
23 reasonable and statutorily required child support amount in this case could
24 be between \$590.40 and \$850.18 per month. These numbers are far greater
25 than the \$345 per month child support awarded by the Court. As such,

1 because the \$345 per month amount is far below the likely legally required
2 amount, even if the Court decides not to calculate based on Leslie's primary
3 status with Jordan; and because the \$345 per month amount cannot be shown
4 to be in the children's best interests, that amount is clearly erroneous and
5 should be reconsidered and re-determined with findings of fact and
6 conclusions of law in support of the number.

7 In the end, "[t]he child's best interest, in the support setting, is tied to
8 the goal of the support statutes generally, which is to provide fair support, as
9 defined in NRS 125B.070 and 125B.080, in keeping with both parents' relative
10 financial means." *Fernandez v. Fernandez*, 126 Nev. Adv. Op. 3, 222 P.3d 1031,
11 1039 (2010) (quoting *Lewis v. Hicks*, 108 Nev. 1107, 1114 n. 4, 843 P.2d 828 at
12 833 n. 4 (internal citations omitted)). Here, the extremely low amount of \$345
13 per month is not in the children's best interests, nor does it take into account
14 the relative financial means of the parties in light of their custodial
15 timeshares and obligations to the children.

16 III. CONCLUSION

17 WHEREFORE, based upon the foregoing, Plaintiff respectfully
18 requests this Court enter orders granting her the following relief:

19 1. An Order reconsidering the Court's award of child support in
20 this matter;

21 2. A finding that despite the parties' decision to characterize
22 Defendant as a joint physical custodian of the minor child, Jordan, the
23 timeshare under Nevada law is one of primary physical custody to Leslie;

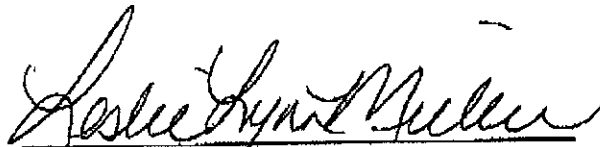
24 3. A finding that child support is properly determined based on
25 NRS 125B.070 at 25% of Defendant's gross monthly income;

1 4. An Order amending the Court's ordered child support amount to
2 award Plaintiff \$1,076.24 per month in child support, which is in compliance
3 with NRS 125B.070 and is in the children's best interests;

4 5. In the alternative, should the Court determine that a child
5 support number less \$1,076.24 is the appropriate amount, that the Court
6 issue findings of fact and conclusions of law in support of the Court's
7 ultimate determination of the child support amount; and

8 6. An Order awarding Plaintiff such other and further relief as this
9 Court deems just and proper in the premises.

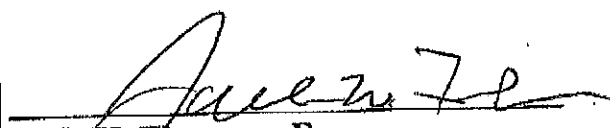
10 I declare under penalty of perjury under the law of the State of
11 Nevada that the foregoing is true and correct.

12
13 
14 Leslie Lynn Miller

15 10/9/15
16 Dated

17
18 Submitted by:

19 PECOS LAW GROUP

20
21 
22 Jack W. Fleeman, Esq.
23 Nevada Bar No. 0010584
24 PECOS LAW GROUP
25 8925 South Pecos Road, Suite 14A
26 Henderson, Nevada 89074

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Leslie Lynn Miller
Plaintiff/Petitioner

Case No. D-15-511973-D

Dept. E

v.
Brett Robert Miller
Defendant/Respondent

MOTION/OPPOSITION
FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

- ☐ \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
- OR-
- ☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
 - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
 - ☒ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
 - ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

- ☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
 - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-
- ☐ \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
- OR-
- ☐ \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

~~\$0~~ ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: Leslie Lynn Miller Date 10/9/15

Signature of Party or Preparer

Heather Olin

AA000000098

Heather S. Shuman
CLERK OF THE COURT

1 **OPP**

2 BRETT ROBERT MILLER
3 10521 Hartford Hills Avenue
4 Las Vegas, Nevada 89166
5 (702) 469-2395
6 Defendant in Proper Person

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IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE
STATE OF NEVADA IN AND FOR
THE COUNTY OF CLARK

LESLIE LYNN MILLER,
Plaintiff,

vs.

BRETT ROBERT MILLER,
Defendant.

) Case No.: D 15 511973 D

) Dept. No.: "E"

) DATE OF HEARING: 11/17/15

) TIME OF HEARING: 9:00a.m.

) ORAL ARGUMENT REQUESTED: YES

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION,
TO AMEND JUDGMENT, AND FOR FINDINGS OF FACT AND CONCLUSIONS OF
LAW ON CHILD SUPPORT CALCUALTIONS AND DEFENDANT'S COUNTERMOTION**

COMES NOW, the Defendant BRETT ROBERT MILLER, in Proper Person, and moves
this Honorable Court for the following relief:

1. For an order denying and dismissing the requested relief by the Plaintiff and her counsel in whole;
2. For orders confirming the joint physical custodial status of the parties as agreed upon and entered within Parenting Agreement filed on September 15, 2015;
3. If so viable, for an order that child support be set in accordance with Wright v. Osborn, 114 Nev. 1367, 970 P.2d 1071 (1998) incorporating the appropriate offsets per NRS 125B.070 and NRS 125B.080;
4. For an order reimbursing Defendant for legal costs and fees associated with this action.
6. For such other and further relief as the court may deem just and proper.

This Opposition and Countermotion 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 9th day of November, 20 15.

Brett Robert Miller
BRETT ROBERT MILLER
10521 Hartford Hills Avenue
Las Vegas, Nevada 89166
(702) 469-2395
Defendant in Proper Person

**POINTS AND AUTHORITIES
HISTORY OF THE PARTIES**

This present instance involves the Plaintiff, LESLIE LYNN MILLER, and the Defendant, BRETT ROBERT MILLER and that of their two (2) minor children, namely, PAYTON RILEY MILLER, born on August 24, 2001, and JORDAN TIMOTHY MILLER, born on August 9, 2004.

On September 15, 2015 a Parenting Agreement had been entered by this Court; which had then set forth plain language that the parties would be afforded joint legal custody of their children; with proviso's in that they would be afforded joint physical custody of Jordan; and that Payton shall reside primarily with the Plaintiff.

As to Jordan their physical custodial arrangements are set as:

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

As to Payton, their physical custodial arrangements are set as:

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

A provision as to HOLIDAYS was also incorporated within that Parenting Agreement citing that:

The parents agree that the children shall reside with the mother on all holidays except the ones listed below; furthering that "if the father has family in town or is going to visit family, then the children shall reside with him for the holiday, with at least two (2) weeks advanced notice to the mother."

The only Holidays noted were that of Mother's Day / Father's Day and the children's birthdays.

A Vacation schedule had been included within the Parenting Agreement affording each party not more than 14 days.

The Decree of Divorce which was entered on September 29, 2015 had also incorporated provisions in which Brett would be responsible in providing to the Plaintiff \$345.00 per month for child support for the children. Brett is additionally required in providing an additional \$160.00 per

1 month for one-half of the current health insurance premium costs which Plaintiff maintains for the
2 children.

3 **DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION**
4 **ARGUMENT**

5 On a formal and procedural basis, Brett objects and opposes the arguments which Plaintiff
6 and Plaintiff's counsel have presented within this filing. Brett would request that nothing is taken
7 from this Motion; and that Plaintiff's argument is denied and dismissed in whole.

8 Clearly the thrust of the Plaintiff's challenge is that of financial consideration; even
9 challenging that "this amount is far below the amount that should be due under Nevada law, and is
10 not in the children's best interests."

11 Rather amazingly that same sentiment was not presented to this Court when interim support
12 of \$200 from Brett to the Plaintiff were first made on May 27, 2015. As a matter of fact, there had
13 been no objections entered by Plaintiff or her counsel then; which then was even lower than what
14 this Court recent entered.

15 The Plaintiff has cited, Moore v. City of Las Vegas, 92 Nev. 402, 405, 551 P.2d 244, 246
16 (1976) in that a motion for reconsideration may be considered when "new issues of fact or law are
17 raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be
18 granted."

19 In this instance, Plaintiff has not presented any new information or facts; and with respect
20 Brett's so-called (and unsupported) antagonizing of the Plaintiff is not a fact or law. Even within the
21 Plaintiff's own motion on Page 8 Line 6; she identifies that "Leslie makes slightly less than Brett."

22 In fact, presentations were made to this Court illustrating Brett's income at being at \$4,307
23 within his FDF filed on September 10, 2015; and the Plaintiff's income at being \$3,986.66 per
24 month from her FDF filed months earlier on May 5, 2015.

25 There were in turn no objections placed as to the legitimacy of the figures incorporated
26 within these filings from either party.

27 Plaintiff's inferences to Achrem v. Expressway Plaza, Ltd., 112 Nev. 737, 742, 917 P.2d
28 447, 450 (1996) cites that "Points or contentions not raised in the original hearing cannot be
maintained or considered on rehearing." This in turn would access that the differences between the
parties' incomes is merely \$340.34.

It seems incredulous to demand that this Court issue an order of support to the sum of
\$1,076.24 per month, which is certainly not in the interests of the children; particularly due to the
fact Brett STILL maintains joint physical custody of Jordan.

1 Plaintiff has further challenged that "Brett steadfastly refused to be called anything less than
2 joint physical custody", as to Jordan; yet there were no objections made to the entry of the Parenting
3 Agreement. The Parenting Agreement was incidentally signed by Plaintiff's counsel Attorney
4 Fleeman on August 20, 2015 (See Attached).

5 If there were questions relating to the legitimacy of Brett's maintaining joint physical
6 custody; Attorney Fleeman waived that in signing off onto the Parenting Agreement.

7 Equally in question, Plaintiff cannot simply reassess and redesign the custodial schedule at
8 whim.

9 Bluestein v. Bluestein, 131 Nev., Adv. Op. 14, 345 P.3d 1044, 1049 (2015) (reversing
10 and remanding a custody modification order for further proceedings because "the district
11 court abused its discretion by failing to set forth specific findings that modifying the
12 parties' custodial agreement to designate [mother] as primary physical custodian was in
13 the best interest of the child"); *see* NRS 125.510(5) ("Any order awarding a party a limited
14 right of custody to a child must define that right with sufficient particularity *to ensure* that
15 the rights of the parties can be properly enforced and *that the best interest of the child is*
16 *achieved.*")

17 There must be a definitive finding that modifying custody is in the children's best interests.
18 That too seems in question since again, Plaintiff's signature is also within the Parenting Agreement
19 as well.

20 Plaintiff has in turn charged that Brett's timeshare with Jordan is at 36.9%; and arguing that
21 "unless Brett is going to spend time with his family during a holiday; which would then avail Brett
22 to then exercising custody with the children for Holidays as well. Brett believed he was being kind;
23 apparently too kind and the Plaintiff is challenging that.

24 Notwithstanding that, the plainly written language within the Parenting Agreement (to which
25 all parties and counsel have signed off onto) clearly find that Brett would be afforded joint physical
26 custody of Jordan.

27 Presently and from what has been presented is that Plaintiff is upset with the fact that this
28 Court had increased her child support award to its present figure of \$345 per month; never once
objecting to the interim award of support which was then at \$200 per month; and all the while
acknowledging the difference of the parties' incomes at being just \$340.34 per month.

There have been no objections raised as to the validity of those incomes presented; so there
are no new facts; the incomes still remain the same.

1 In turn, there can be no objections entered to the custodial award signed by all the parties and
2 their respective counselors.

3 Brett surmises that when this Court itself made its calculations; which is being challenged by
4 Plaintiff and her counselor; this Court had conducted a review of NRS 125B.080 (9):

5 9. The court shall consider the following factors when adjusting the amount of support of a child upon
6 specific findings of fact:

- 7 (a) The cost of health insurance;
- 8 (d) The age of the child;
- 9 (e) The legal responsibility of the parents for the support of others;
- 10 (f) The value of services contributed by either parent;
- 11 (j) The amount of time the child spends with each parent;
- 12 (k) Any other necessary expenses for the benefit of the child; and
- 13 (l) The relative income of both parents.

14 Plaintiff would challenge that due to the disparity in the parties' custodial timeshare and the
15 burden of financial responsibility as being cause in presenting "schools of thought" not triable issues
16 of fact and law. Still this does not explain why there was no objections entered when this Court had
17 initially set forth the child support at just \$200 per month on May 27, 2015. The burden of financial
18 responsibility is still just as applicable for Brett in his shared custodial time with Jordan nonetheless;
19 who in turn also has the responsibilities for the support and allows the households, to be on an
20 similar financial level.

21 Again, even the Plaintiff's own argument has identified plainly that "Leslie makes slightly
22 less than Brett."

23 The parties are already on "similar financial levels" as the Plaintiff has expressed.

24 There can be no claims of fraud or surprise; when Plaintiff had retained counsel; having had
25 the knowledge and the competence in properly representing the Plaintiff.

26 **RULE 60. RELIEF FROM JUDGMENT OR ORDER**

27 **(b) Mistakes; Inadvertence; Excusable Neglect; Fraud, Etc.**

28 On motion and upon such terms as are just, the court may relieve a party or his legal representative from a
final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or
excusable neglect; (2) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or
other misconduct of an adverse party which would heretofore justified a court in sustaining a collateral attack
upon the judgment; (3) the judgment is void; or, (4) the judgment has been satisfied, released, or discharged,
or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable
that an injunction should have prospective application. The motion shall be made within a reasonable time,
and for reasons (1) and (2) not more than six months after the judgment, order, or proceeding was entered or
taken. A motion under this subdivision (b) does not effect the finality of a judgment or suspend its operation.
This rule does not limit the power of a court to entertain an independent action to relieve a party from a
judgment, order, or proceeding, or to set aside a judgment for fraud upon the court. The procedure for
obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent
action.

The Nevada Supreme Court in Carlson v. Carlson, 108 Nev. 358, 832 P.2d 380 (1992);
which noted that the purpose of Rule 60(b) was to redress any injustices that may have resulted

1 because of excusable neglect or the wrongs of an opposing party, and should be liberally construed
2 to do so, citing to Nevada Indus. Dev. v. Benedetti, 103 Nev. 360, 741 P.2d 802 (1987). (Emphasis
3 added).

4 Lesley v. Lesley, 113 Nev. 727, 941 P.2d 451 (1997), the Nevada Court reiterated that under
5 NRCP 60(b), the district court has "wide discretion in deciding whether to grant or deny a motion to
6 set aside a judgment," but added that "this legal discretion cannot be sustained where there is no
7 competent evidence to justify the court's action." The factors to be applied by the court in an NRCP
8 60(b)(1) motion are "whether the movant: (1) promptly applied to remove the judgment; (2) lacked
9 intent to delay the proceedings; (3) demonstrated good faith; (4) lacked knowledge of procedural
10 requirements; and (5) tendered a meritorious defense to the claim for relief." Id. at 732, citing to
11 Bauwens v. Evans, 109 Nev. 537, 853 P.2d 121 (1993).

12 The Court announced that when it reviewed district court decisions on NRCP 60(b) motions,
13 it also examined whether the case "should be tried on the merits for policy reasons," Id. at 734 citing
14 to Kahn v. Orme, 108 Nev. 510, 835 P.2d 790 (1992). The Court expanded on that holding, stating
15 that: "This court has held that Nevada has a basic underlying policy that cases should be decided on
16 the merits. . . . Our policy is heightened in cases involving domestic relations matters," Id. at 734 to
17 citing Hotel Last Frontier Corp. v. Frontier Properties, Inc., 79 Nev. 150, 380 P.2d 293 (1963), and
18 Price v. Dunn, 106 Nev. 100, 787 P.2d 785 (1990).

19 The "Leslie" Court noted that an essential part of the case was child custody, requiring a
20 focus on the best interests of the children.

21 Brett would request that nothing is taken from this action; and that their action is denied and
22 dismissed in whole. Plaintiff simply cannot ask for a "re-do" from this Court without evidencing any
23 new level of fact being brought to this Courts attentions.

24 Again, there had been no dispute whatsoever when interim orders of support were just at
25 \$200 per month; and with the parties having similar incomes with one another.

26 Plaintiff simply cannot ask for a "re-do" to the custodial arrangements either when all parties
27 signed off and agreeing to the plainly written language.

28 In fact, Plaintiff's own argument stand mute to the significant changes of circumstances
having occurred.

This argument fails on numerous levels; and must be stricken and dismissed.

COUNTERMOTION

Initially Brett is seeking affirmations from this Court as to the entered Parenting Agreement filed with this Court on September 15, 2015; which had set forth plain language that the parties would be afforded joint legal custody of their children; with proviso's in that they would be afforded joint physical custody of Jordan; and that Payton shall reside primarily with the Plaintiff.

In addition to each party signing off onto that; each parties' respective counsel had in turn also signed off onto that Parenting Agreement as well.

Plaintiff has argued and challenged that Brett's shared time with Jordan is not what is appears; and even challenged the Holiday schedule as well.

Brett has no issues whatsoever to exercising any holidays with the children; opting to be amicable with the Plaintiff; whom has chosen to use this as a weapon.

Brett would seek orders that this Court impose its own Standard Holiday Schedule; There is nothing which would prevent or hinder Brett from exercising any Holidays with both children, whether his family was in town or not. Plaintiff is apparently unhappy with that; and should then in turn therein meet the thresholds as and for the 40% pursuant to Rivero v. Rivero, 125 Nev. Adv. Op. No. 34 (August 27, 2009) which had held:

"In determining custody of a minor child ... the sole consideration of the court is the best interest of the child." NRS 125.480 (1). The Legislature created a presumption that joint legal and joint physical custody are in the best interest of the child if the parents so agree. NRS 125.490(1). The policy of Nevada is to advance the child's best interest by ensuring that after divorce "minor children have frequent associations and a continuing relationship with both parents ... and [t]o encourage such parents to share the rights and responsibilities of child rearing." NRS 125.460. To further this policy, the Legislature adopted the statutes that now comprise NRS Chapter 125 to educate and encourage parents regarding joint custody arrangements, encourage parents to cooperate and work out a custody arrangement before going to court to finalize the divorce, ensure the healthiest psychological arrangement for children, and minimize the adversarial, winner-take-all approach to custody disputes. Mosley, 113 Nev. at 63-64, 930 P.2d at 1118

Also pertinent and as this Court is aware, on October 1, 2015 radical changes as to the issues of custody were adopted within Assembly Bill 263; which had favored that of "a presumption of joint physical custody to a parent and especially to a parent "who "has demonstrated, or has attempted to demonstrate but has had his or her efforts frustrated by the other parent, an intent to establish a meaningful relationship with the minor child."

The adopted legislative intent of Assembly Bill 263 also cites and relevant for this instance:

Section 4 provides that absent a determination by a court regarding the custody of a child, each parent has joint legal custody and joint physical custody of the child unless otherwise ordered by a court.

Equally pertinent with AD 263 it was ascertained:

An award of joint physical custody is presumed not to be in the best interest of the child if:

(a) The court determines by substantial evidence that a parent is unable to adequately care for a minor child for at least 146 days of the year;

CHILD SUPPORT

NRS 125B.070 Amount of payment: Definitions; adjustment of presumptive maximum amount based on change in Consumer Price Index.

1. As used in this section and NRS 125B.080, unless the context otherwise requires:

(a) "Gross monthly income" means the total amount of income received each month from any source of a person who is not self-employed or the gross income from any source of a self-employed person, after deduction of all legitimate business expenses, but without deduction for personal income taxes, contributions for retirement benefits, contributions to a pension or for any other personal expenses.

(b) "Obligation for support" means the sum certain dollar amount determined according to the following schedule:

(1) For one child, 18 percent;

(2) For two children, 25 percent;

(3) For three children, 29 percent;

(4) For four children, 31 percent; and

(5) For each additional child, an additional 2 percent, of a parent's gross monthly income, but not more than the presumptive maximum amount per month per child set forth for the parent in subsection 2 for an obligation for support determined pursuant to subparagraphs (1) to (4), inclusive, unless the court sets forth findings of fact as to the basis for a different amount pursuant to subsection 6 of NRS 125B.080.

2. For the purposes of paragraph (b) of subsection 1, the presumptive maximum amount per month per child for an obligation for support, as adjusted pursuant to subsection 3, is:

PRESUMPTIVE MAXIMUM AMOUNT

The Presumptive Maximum Amount the INCOME RANGE Parent May Be Required to Pay If the Parent's Gross But per Month per Child Pursuant to Monthly Income Is At Least Less Than Paragraph (b) of Subsection 1 I

\$0	- \$4,235	\$670
4,235	- 6,351	737
6,351	- 8,467	806
8,467	- 10,395	871
10,395	- 12,701	939
12,701	- 14,816	1005
14,816	- No Limit	1074

If a parent's gross monthly income is equal to or greater than \$14,583, the presumptive maximum amount the parent may be required to pay pursuant to paragraph (b) of subsection 1 is \$800.

3. The presumptive maximum amounts set forth in subsection 2 for the obligation for support must be adjusted on July 1 of each year for the fiscal year beginning that day and ending June 30 in a rounded dollar amount corresponding to the percentage of increase or decrease in the Consumer Price Index (All Items) published by the United States Department of Labor for the preceding calendar year. On April 1 of each year, the Office of Court Administrator shall determine the amount of the increase or decrease required by this subsection, establish the adjusted amounts to take effect on July 1 of that year and notify each district court of the adjusted amounts.

4. As used in this section, "Office of Court Administrator" means the Office of Court Administrator created pursuant to NRS 1.320.

NRS 125B.080 Amount of payment: Determination.

Except as otherwise provided in NRS 425.450:

1. A court of this State shall apply the appropriate formula set forth in NRS 125B.070 to:

(a) Determine the required support in any case involving the support of children.

(b) Any request filed after July 1, 1987, to change the amount of the required support of children.

2. If the parties agree as to the amount of support required, the parties shall certify that the amount of support is consistent with the appropriate formula set forth in NRS 125B.070. If the amount of support deviates from the formula, the parties must stipulate sufficient facts in accordance with subsection 9 which justify the deviation to the court, and the court shall make a written finding thereon. Any inaccuracy or falsification of financial information which results in an inappropriate award of support is grounds for a motion to modify or adjust the award.

3. If the parties disagree as to the amount of the gross monthly income of either party, the court shall determine the amount and may direct either party to furnish financial information or other records, including

1 income tax returns for the preceding 3 years. Once a court has established an obligation for support by
2 reference to a formula set forth in NRS 125B.070, any subsequent modification or adjustment of that support,
3 except for any modification or adjustment made pursuant to subsection 3 of NRS 125B.070 or NRS 425.450
4 or as a result of a review conducted pursuant to subsection 1 of NRS 125B.145, must be based upon changed
5 circumstances.

6 4. Notwithstanding the formulas set forth in NRS 125B.070, the minimum amount of support that may be
7 awarded by a court in any case is \$100 per month per child, unless the court makes a written finding that the
8 obligor is unable to pay the minimum amount. Willful underemployment or unemployment is not a sufficient
9 cause to deviate from the awarding of at least the minimum amount.

10 5. It is presumed that the basic needs of a child are met by the formulas set forth in NRS 125B.070. This
11 presumption may be rebutted by evidence proving that the needs of a particular child are not met by the
12 applicable formula.

13 6. If the amount of the awarded support for a child is greater or less than the amount which would be
14 established under the applicable formula, the court shall:

15 (a) Set forth findings of fact as to the basis for the deviation from the formula; and

16 (b) Provide in the findings of fact the amount of support that would have been established under the
17 applicable formula.

18 7. Expenses for health care which are not reimbursed, including expenses for medical, surgical, dental,
19 orthodontic and optical expenses, must be borne equally by both parents in the absence of extraordinary
20 circumstances.

21 8. If a parent who has an obligation for support is willfully underemployed or unemployed to avoid an
22 obligation for support of a child, that obligation must be based upon the parent's true potential earning
23 capacity.

24 9. The court shall consider the following factors when adjusting the amount of support of a child upon
25 specific findings of fact:

26 (a) The cost of health insurance;

27 (b) The cost of child care;

28 (c) Any special educational needs of the child;

(d) The age of the child;

(e) The legal responsibility of the parents for the support of others;

(f) The value of services contributed by either parent;

(g) Any public assistance paid to support the child;

(h) Any expenses reasonably related to the mother's pregnancy and confinement;

(i) The cost of transportation of the child to and from visitation if the custodial parent moved with the child
from the jurisdiction of the court which ordered the support and the noncustodial parent remained;

(j) The amount of time the child spends with each parent;

(k) Any other necessary expenses for the benefit of the child; and

(l) The relative income of both parents.

21 Brett surmises that when this Court itself made its calculations, as to the child support; which
22 is being challenged by Plaintiff and her counselor; this Court had conducted a review of NRS
23 125B.080 (9):

24 9. The court shall consider the following factors when adjusting the amount of support of a child upon
25 specific findings of fact:

26 (a) The cost of health insurance;

27 (d) The age of the child;

28 (e) The legal responsibility of the parents for the support of others;

(f) The value of services contributed by either parent;

(j) The amount of time the child spends with each parent;

(k) Any other necessary expenses for the benefit of the child; and

(l) The relative income of both parents.

1 Again, Plaintiff and her counselor had not made any objections to those support obligations;
2 which were previously set at the figure of \$200; but takes umbrage at this recent increase; and
3 arguing that "this amount is far below the amount that should be due under Nevada law, and is not in
4 the children's best interests."

5 Even the Plaintiff own motion identifies that "Leslie makes slightly less than Brett" by
6 roughly \$340.34 per month.

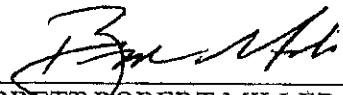
7 Brett would request that this orders previously set as to support remain in full force and
8 effect, at this instance; as the Plaintiff has not made any presentations of new facts; or issues to
9 denote that the respective incomes of the parties were incorrect.

10 **COURT COSTS/ATTORNEY'S FEE**

11 In defense of these issues, Brett has uncured costs and fees, and is seeking reimbursements
12 and award of attorney's fees and costs in presenting this present action.

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

14 Dated this 9 day of November, 20 15.

15 
16 BRETT ROBERT MILLER
17 10521 Hartford Hills Avenue
18 Las Vegas, Nevada 89166
19 (702) 469-2395
20 Defendant in Proper Person
21
22
23
24
25
26
27
28

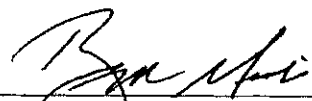
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AFFIDAVIT OF DEFENDANT, BRETT ROBERT MILLER

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

BRETT ROBERT MILLER, being duly sworn, deposes and says:

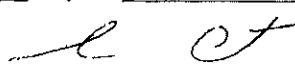
1. That Affiant is the Defendant in the above-entitled matter, representing himself In Proper Person. That I have read the foregoing Opposition and Countermotion, including the points and authorities and any exhibits attached thereto and the same are true and correct to the best of my knowledge and belief.
2. For the reasons stated in my points and authorities, I am requesting that the Court grant me the requested relief sought after in my motion.



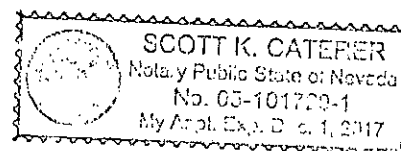
BRETT ROBERT MILLER

SUBSCRIBED and SWORN to before me

this 9th day of Nov, 2015.



NOTARY PUBLIC in and for said County and State



MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Leslie Lynn Miller
Plaintiff/Petitioner

v. Brett A Miller
Defendant/Respondent

Case No. DIS 511973D

Dept. E

MOTION/OPPOSITION
FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

☒ ~~\$25~~ The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.

-OR-

☒ \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:

- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
- ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

☐ \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

☐ \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

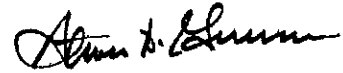
☒ \$0 ☒ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: Brett A Miller Date 11-9-15

Signature of Party or Preparer

Brett A Miller

AA000000110



CLERK OF THE COURT

1 NEQJ
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

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

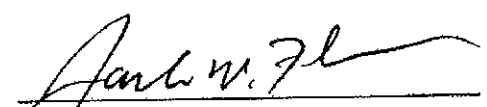
15 NOTICE OF ENTRY OF ORDER

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

CERTIFICATE OF SERVICE

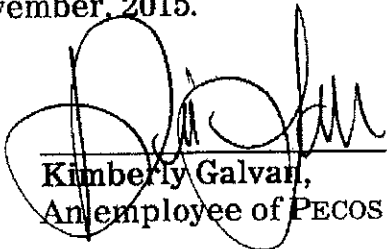
Pursuant to NRCP 5(b), I hereby certify that the foregoing "ORDER" in the above-captioned case was served this date as follows:

- ☐ by e-service, pursuant to Rule 9 of N.E.F.C.R., E.D.C.R. 7.26(a)(4), and E.J.D.C. AO 9-12 and AO 14-2, to the following email(s), which is/are the email(s) registered with the electronic filing system:
- ☒ by placing the same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☐ pursuant to EDCR 7.26 to be sent via facsimile, by duly executed consent for service by electronic means;
- ☐ by hand-delivery with signed Receipt of Copy.

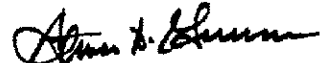
To person(s) listed below at the address:

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

DATED this 24th day of November, 2015.



Kimberly Galvan,
An employee of PECOS LAW GROUP


CLERK OF THE COURT

ORDER

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

☐ Over
☐ Denied - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Unrecorded After Trial Start
☐ Judgment Reached by Trial
☐ Trial Dispositions:
☐ Settled/Withdrawn
☐ Without Judicial Confirmation
☐ By ADR

RECEIVED
26
BY:

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.

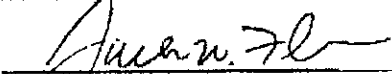
15 IT IS FURTHER ORDERED that Mr. Fleeman is to prepare this Order.

16 DATED this 23rd day of November, 2015.

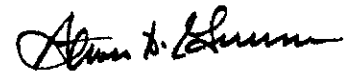
17
18 
19 DISTRICT COURT JUDGE *cf*
20 CHARLES J. HOSKIN

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



CLERK OF THE COURT

1 **NOT**
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 **NOTICE OF APPEAL**

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

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

22 **PECOS LAW GROUP**

23
24 **Jack W. Fleeman, Esq.**

Nevada Bar No. 010584

PECOS LAW GROUP

8925 S. Pecos Rd., Suite 14A

Henderson, Nevada 89074

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of December, 2015, I served a true and correct copy of the "Notice of Appeal" in the above-captioned case on upon the following, in the following manner(s):

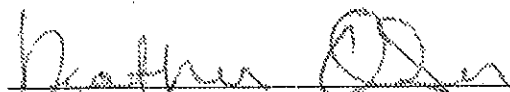
_____ by Hand-Delivery, pursuant to NRCP 5(b)(2)(A)(i), to the following address:

X by U.S. mail in Henderson, Nevada, pursuant to NRCP 5(b)(2)(B), with First-Class postage prepaid and addressed as follows:

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

_____ by facsimile transmission, pursuant to NRCP 5(b)(2)(D) and EDCR 7.26(a)(3), to the following fax number:

_____ 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:



Heather Olson
an employee of Pecos Law Group

1 TRANS

FILED

JAN - 8 2016

2
3 COPY

Ann L. Johnson
CLERK OF COURT

4
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8 LESLIE LYNN MILLER,

CASE NO. D-15-511973-D

9 Plaintiff,

DEPT. E

10 vs.

APPEAL NO. 69353

11 BRETT ROBERT MILLER,

12 Defendant.

13 BEFORE THE HONORABLE CHARLES J. HOSKIN,

14 DISTRICT COURT JUDGE

15 TRANSCRIPT RE: ALL PENDING MOTIONS

TUESDAY, SEPTEMBER 15, 2015

16 APPEARANCES:

17 The Plaintiff:

LESLIE LYNN MILLER

18 For the Plaintiff:

JACK W. FLEEMAN, ESQ.

Pecos Law Group

8925 S. Pecos Rd., #14A

Henderson, Nevada 89074

(702) 361-2318

21 The Defendant:

BRETT ROBERT MILLER

22 For the Defendant:

Pro Se

1 LAS VEGAS, NEVADA

TUESDAY, SEPTEMBER 15, 2015

2 PROCEEDINGS

3 (THE PROCEEDING BEGAN AT 10:05:22.)

4 THE MARSHAL: In session, the Honorable Charles Hoskin,
5 presiding.

6 THE COURT: All right. We are on the record in --

7 THE MARSHAL: Miller.

8 THE COURT: -- 511973.

9 Appearances, please.

10 MR. FLEEMAN: Jack Fleeman, Bar Number 10584, on behalf
11 of plaintiff, who's also present, Your Honor.

12 THE COURT: Thank you, Mr. Fleeman.

13 MR. MILLER: Defendant, Brett Miller.

14 THE COURT: Representing yourself today, Mr. Miller?

15 MR. MILLER: Yes, sir.

16 THE COURT: All right.

17 We -- it looks like you guys were successful in
18 mediation.

19 MR. MILLER: Yes.

20 THE COURT: At least resolving the custody, visitation
21 issues that were pending. I do have a parenting agreement.
22 Looks like everybody signed off on that. Any reason why I
23 shouldn't make that an order?

24 MR. FLEEMAN: I have none, Your Honor.

1 THE COURT: All right. I'll go ahead and sign off on
2 that. We'll make it an order, get everybody a copy. All
3 right. So I did get pretrials from everybody. Were we able
4 to resolve any of the pending issues?

5 MR. FLEEMAN: I have an understanding -- I haven't been
6 able to talk to the defendant, but I have an understanding of
7 what I think their agreement is. I don't know if we can maybe
8 talk about it maybe a little bit today, or maybe it's
9 resolved, and it can be proved up.

10 THE COURT: Do you want to talk about the potential
11 resolutions, sir?

12 MR. MILLER: Sure. I don't know specifically -- as far
13 as what I've submitted? Is that --

14 THE COURT: I --

15 MR. FLEEMAN: No --

16 THE COURT: I'm completely out of the loop.

17 MR. FLEEMAN: Okay.

18 THE COURT: So that's why I want your --

19 MR. FLEEMAN: I'll just kind of go item by item.
20 Alimony, no one's requesting alimony. So that's not an issue.

21 MR. MILLER: Correct.

22 MR. FLEEMAN: Okay. So that's easy enough. As far as
23 personal property, my understanding is they've already divided
24 everything that's gonna be divided.

1 Or is there anything else left?

2 MR. MILLER: It's divided, but it hasn't been distributed
3 yet.

4 MS. MILLER: No.

5 MR. FLEEMAN: Is it boxed up, or is that what you mean?

6 MS. MILLER: You got the furniture except for the T.V.

7 MR. FLEEMAN: What do you claim you still need?

8 MR. MILLER: I'm still -- a lot of personal items are
9 still at her residence.

10 MR. FLEEMAN: Okay.

11 THE COURT: So it's just personal items that we're
12 lacking still?

13 MR. MILLER: Right. Yeah, we agreed on furniture and
14 other items in the house; and I've gotten the furniture so
15 far.

16 THE COURT: Okay. So personal items we're lacking.

17 Mr. Fleeman.

18 MR. FLEEMAN: In terms of the house itself, my
19 understanding is, my client's gonna try to refinance; and as
20 part of that process, he would sign the quitclaim deed if
21 she's able to refi.

22 MR. MILLER: Correct, correct.

23 THE COURT: All right. Okay.

24 MR. FLEEMAN: According to my client, that she was gonna

1 get the first 22,000 of equity, if -- if there is that.

2 MR. MILLER: Correct.

3 THE COURT: And then beyond that would go to the
4 defendant?

5 MR. FLEEMAN: Well, beyond that, she had stated he would
6 pay -- if there's anything beyond that, it would go half --
7 towards half of my attorney's fees; and then the other -- if
8 there's an additional 3,500, that's for the mortgage payment
9 she had to catch up for last November.

10 MS. MILLER: Half of that.

11 MR. MILLER: Okay.

12 MR. FLEEMAN: Half.

13 THE COURT: Half of 3,500.

14 MS. MILLER: And then anything else, split.

15 MR. FLEEMAN: And then split.

16 THE COURT: Is that your understanding, sir?

17 MR. MILLER: Yes.

18 THE COURT: Okay.

19 MR. FLEEMAN: All the other property in terms of bank
20 accounts or other accounts are all held in their names
21 individually, and they'll each keep their own.

22 MR. MILLER: Correct.

23 MR. FLEEMAN: Okay. In terms of debts, the majority of
24 those are also held individually in their own name; and

1 they'll each keep those --

2 MR. MILLER: Correct.

3 MR. FLEEMAN: -- and hold each other harmless from those.

4 The only debts that are joint are orthodontics bills for the
5 children, which they'll have to split; and then the VCA vet
6 bill, which I think is down to about \$300 or something, that
7 they need to split.

8 MR. MILLER: 341.17. So we'll split that.

9 THE COURT: Okay.

10 MR. FLEEMAN: And then, she wants to keep her name.

11 THE COURT: Okay.

12 MR. FLEEMAN: And I think that's pretty much everything.
13 I think it's just some personal items that need to be divided,
14 quite honestly.

15 MR. MILLER: One additional item was the IRS past tense.

16 MR. FLEEMAN: Oh.

17 MR. MILLER: She's responsible for that.

18 MR. FLEEMAN: She's responsible for the IRS --

19 MS. MILLER: Yes.

20 MR. FLEEMAN: -- debt. I believe she -- okay, so she'll
21 take the IRS debt that exists.

22 THE COURT: Okay. Any other issues that you're aware of,
23 sir?

24 MR. MILLER: The house -- oh, the car. We're going to --

1 it's in my name. I guess she's a co-signer.

2 THE COURT: Okay.

3 MR. MILLER: She's gonna take over full responsibility.

4 As -- as long as she keeps it current, I'm completely fine
5 with her keeping it. And I would appreciate, when we're able
6 to, I know that we have money issues, but when she's able to,
7 take it out of my name so that my name's no longer on it.

8 THE COURT: Okay. So reasonable efforts.

9 MR. MILLER: And all of that was pretty much debt related
10 that I had.

11 THE COURT: Okay.

12 MR. FLEEMAN: The only other thing is, I think on the
13 child support amount, there's health insurance for the
14 children that my client pays for. He's currently paying half.
15 Half is 160 a month.

16 MR. MILLER: Uh-huh.

17 MR. FLEEMAN: And he's current. They're all current on
18 that.

19 THE COURT: Okay.

20 MR. FLEEMAN: In terms of the child support figure, I
21 mean, we hadn't discussed that with him. That may -- it's a
22 split custody arrangement. So I think the Court may need to
23 calculate that based on the FDFs.

24 THE COURT: Okay.

1 MR. FLEEMAN: And I think that's --

2 You're not currently pregnant, right?

3 MS. MILLER: No.

4 MR. FLEEMAN: No, I think that's it.

5 MR. MILLER: Oh, geez. One -- I had a question.

6 THE COURT: Yes, sir.

7 MR. MILLER: As far as the chi -- child support goes,
8 does that include health care or is that --

9 THE COURT: Health care would come off of it.

10 MR. MILLER: Okay.

11 THE COURT: It would be deducted from it depending on
12 who's paying it.

13 MR. MILLER: Okay. She's paying it, and then I'd --

14 THE COURT: Yeah, you'd get a -- you'd get a credit,
15 whether it's you're paying and you get a credit or it goes --
16 however we -- it's taken off of that. It's considered as part
17 of the child --

18 MR. MILLER: Okay.

19 THE COURT: -- support. So, yeah, I would calculate it.

20 You guys in your agreement came up with an unusual
21 twist that I have to actually run numbers on to be able to get
22 you a final amount --

23 MR. MILLER: Okay.

24 THE COURT: -- on that. But if child support is the only

1 issue that we have left, then I don't know why we shouldn't
2 prove up the divorce today and get you guys moving on.

3 MR. FLEEMAN: Sure.

4 THE COURT: Don't you agree, sir?

5 MR. MILLER: Yeah, that's -- that's all I have.

6 THE COURT: Stand up.

7 MR. MILLER: Can I ask one more thing?

8 THE COURT: Sure.

9 MR. MILLER: Sorry.

10 THE COURT: That's okay.

11 MR. MILLER: As far as the IRS moving forward -- of
12 course my daughter will be 18 in four years. Once that is
13 over, we'll still have one child. So I was thinking, do we
14 have to figure out --

15 THE COURT: We'll go every other year.

16 MR. MILLER: Okay.

17 THE COURT: That's how we'll go.

18 MR. MILLER: Okay. That's fine. I had a question.
19 Sorry.

20 THE COURT: Okay. Raise your right hands.

21 THE CLERK: Do you and each of you do solemnly swear the
22 testimony you're about to give in this action shall be the
23 truth, the whole truth and nothing but the truth, so help you
24 God?

1 MR. MILLER: Yes.

2 MS. MILLER: Yes.

3 THE COURT: Ma'am, state your name for me. You can have
4 a seat.

5 You can have a seat, sir.

6 State your name.

7 MS. MILLER: Leslie Lynn Miller.

8 THE COURT: You're the plaintiff in this action?

9 MS. MILLER: Yes, sir.

10 THE COURT: You filed a complaint for divorce?

11 MS. MILLER: Yes, sir.

12 THE COURT: You reviewed it before you signed it?

13 MS. MILLER: Yes, sir.

14 THE COURT: All the allegations in there are true and
15 correct to the best of your knowledge?

16 MS. MILLER: Yes, sir.

17 THE COURT: What is your current address?

18 MS. MILLER: 10316 Ironwood Pass Avenue, Las Vegas,
19 Nevada, 89166.

20 THE COURT: And when did you first come to Nevada to make
21 it your home?

22 MS. MILLER: 1991.

23 THE COURT: From '91 until the present day, has it been
24 your intention and is it still your intention to make Nevada

1 your residence?

2 MS. MILLER: Yes.

3 THE COURT: You have alleged that you and your husband
4 are incompatible in marriage. Is that correct?

5 MS. MILLER: Yes.

6 THE COURT: Your likes and dislikes and tastes are so
7 different, you can no longer reside together as husband and
8 wife?

9 MS. MILLER: Yes.

10 THE COURT: Is there a chance of reconciliation?

11 MS. MILLER: No.

12 THE COURT: You have minor children. Is that correct?

13 MS. MILLER: Yes.

14 THE COURT: And you and the defendant have come to an
15 agreement in the mediation as to what's in their best interest
16 with regard to custody and visitation?

17 MS. MILLER: Yes.

18 THE COURT: And that is in their best interest?

19 MS. MILLER: Yes.

20 THE COURT: And you understand that the Court will take
21 that decision that you've made, apply the child support
22 formulas that -- that exist and come up with a child support
23 amount that's appropriate?

24 MS. MILLER: Yes, sir.

1 THE COURT: We have discussed division of assets and
2 debts today. Are you in agreement that that is a fair and
3 equal distribution of the assets and debts?

4 MS. MILLER: Yes, Your Honor.

5 THE COURT: And you agree to be bound by those
6 distributions and the hold harmless that will accompany that

7 --

8 MS. MILLER: Yes, sir.

9 THE COURT: -- is that correct?

10 MS. MILLER: Uh-huh.

11 THE COURT: And you're asking for me to enter a decree
12 today?

13 MS. MILLER: Yes, Your Honor.

14 THE COURT: And you are keeping your name. Is that
15 correct?

16 MS. MILLER: Yes.

17 THE COURT: And you're not currently pregnant. I got to
18 get that under oath. Sorry.

19 MS. MILLER: No.

20 THE COURT: All right.

21 Sir, state your name for me.

22 MR. MILLER: Brett Miller.

23 THE COURT: You're the defendant in this action?

24 MR. MILLER: Yes, sir.

1 THE COURT: And you have heard the questions and answers
2 that I've posed to the plaintiff?

3 MR. MILLER: Yes, sir.

4 THE COURT: Are you in -- or do you disagree with any of
5 the answers that she gave me?

6 MR. MILLER: No, sir.

7 THE COURT: So you believe the custody's in the best
8 interest of the children, that the asset and debt distribution
9 is appropriate. Is that correct?

10 MR. MILLER: Yes, sir.

11 THE COURT: Any reason to believe that she's not a
12 resident of Clark County?

13 MR. MILLER: No, sir.

14 THE COURT: All right.

15 Anything else, Mr. Fleeman?

16 MR. FLEEMAN: Just for clarification, that the health
17 insurance is 320 a month that mom pays.

18 THE COURT: Okay.

19 MR. FLEEMAN: Total.

20 THE COURT: Which is the 160 that we came up with.

21 MR. FLEEMAN: Right.

22 THE COURT: All right. Then I find that I have personal
23 and subject matter jurisdiction in this case. Plaintiff's
24 entitled to a full and final decree of divorce based on the

1 terms and conditions we placed on the record today.

2 Mr. Fleeman, I'm assuming, he will prepare me a
3 final decree of divorce. He will leave a blank in there for
4 the child support obligation and reference in there
5 additionally the health insurance in that paragraph. I will
6 take a look at the financial disclosure forms and give you a
7 final child support number when that's submitted, and we'll
8 finalize it that way.

9 MR. FLEEMAN: Okay. Thank you, Your Honor.

10 THE COURT: Questions?

11 MS. MILLER: Thank you.

12 MR. MILLER: Will you read the -- the information that I
13 -- I have on the -- as far as the child support goes?

14 THE COURT: Yes.

15 MR. MILLER: Do you read -- okay.

16 THE COURT: Yeah, yeah, I'll take all of that into
17 consideration before I enter that part of it.

18 Anything else?

19 MR. MILLER: No, sir.

20 MR. FLEEMAN: Nothing.

21 THE COURT: All right. Good luck.

22 MS. MILLER: Thank you.

23 THE COURT: We are not -- you're technically divorced
24 today but not officially divorced. Please don't run out and

1 get remarried until you see my signature on a document.

2 MR. MILLER: You won't see me.

3 THE COURT: Thank you.

4 MS. MILLER: Thank you.

5 MR. MILLER: Thanks.

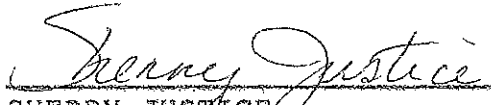
6 MR. FLEEMAN: And until your lawyer (indiscernible).

7 THE COURT: That's right.

8 (THE PROCEEDING ENDED AT 10:14:19.)

9
10 * * * * *

11 ATTEST: I do hereby certify that I have truly and
12 correctly transcribed the digital proceedings in the above-
entitled case to the best of my ability.

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14 SHERRY JUSTICE
15 Transcriber II
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Ann L. Sullivan
CLERK OF COURT

COPY

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

LESLIE LYNN MILLER,) CASE NO. D-15-511973-D
Plaintiff,) DEPT. E
vs.) APPEAL NO. 69353
BRETT ROBERT MILLER,)
Defendant.)

BEFORE THE HONORABLE CHARLES J. HOSKIN,
DISTRICT COURT JUDGE
TRANSCRIPT RE: ALL PENDING MOTIONS
TUESDAY, NOVEMBER 17, 2015

APPEARANCES:

The Plaintiff: LESLIE LYNN MILLER
For the Plaintiff: JACK W. FLEEMAN, ESQ.
Pecos Law Group
8925 S. Pecos Rd., #14A
Henderson, Nevada 89074
(702) 361-2318

The Defendant: BRETT ROBERT MILLER
For the Defendant: Pro Se

1 LAS VEGAS, NEVADA

TUESDAY, NOVEMBER 17, 2015

2 PROCEEDINGS

3 (THE PROCEEDING BEGAN AT 08:54:26.)

4 THE COURT: All right. We are on the record. 511973,
5 the Miller matter.

6 Counsel, your appearance.

7 MR. FLEEMAN: Jack Fleeman, Bar Number 10584, on behalf
8 of the plaintiff, who is also present, Your Honor.

9 THE COURT: Thank you, Mr. Fleeman.

10 Sir, your name?

11 MR. MILLER: Brett Miller.

12 THE COURT: Also representing -- are you representing
13 yourself again today?

14 MR. MILLER: Yes, sir.

15 THE COURT: All right.

16 We're on today on plaintiff's motion, which I've
17 reviewed. I've also reviewed the opposition and counter
18 motions.

19 Mr. Fleeman, what else do I need to know?

20 You can have a seat for now, sir.

21 MR. FLEEMAN: I really don't have anything other than the
22 motion. I don't want to waste the ti -- the Court's time this
23 morning. Essentially, I -- we just didn't understand where
24 the Court's figure came from. And in the motion it explains

1 why we think it should be a higher amount. And I would just
2 submit to the Court for a findings of facts and conclusions on
3 that and ask for the modification -- or actually the
4 reconsideration of the number, Your Honor.

5 THE COURT: Understand.

6 Sir, anything else you need to tell me?

7 MR. MILLER: No.

8 THE COURT: Okay. As I indicated before I took the
9 matter under submission, we don't have specific guidance from
10 the supreme court or the Nevada Legislature with regard to
11 circumstances such as the one that you guys have agreed to.

12 There is a request that I make a finding that the
13 custodial arrangement is actually a primary physical custodial
14 arrangement rather than a joint physical of Jordan. In
15 looking at what the parties agreed to just a few months ago,
16 as well as running the analysis under the Rivero standards, I
17 find that the arrangement with regard to Jordan is a joint
18 physical custodial arrangement with the defendant having at
19 least 40 percent of the time with the child as a result of
20 that.

21 With regard to the calculation of child support,
22 under that scenario as I've indicated, the supreme court has
23 not given us guidance on that. I don't know if it's
24 appropriate for me to ask Mr. Fleeman to take this one up on

1 appeal so that we get a resolution on that, but I'll leave
2 that to you and your -- and your counsel.

3 But I can make the findings that I did run the
4 calculations that we have been given. I've compared the
5 calculations. And as a result, I'm making a finding that the
6 award that I previously entered at 345 a month is in the best
7 interest of the minor child. It's consistent with the
8 codified child support formulas as I'm interpreting them,
9 given the time share and the other factors under NRS 125B.070
10 and .080 as -- as I run those calculations.

11 We would all love some clarification with regard to
12 that because I know I've had conversations with my colleagues,
13 and we all do it slightly different, but we all try and stay
14 consistent with the statutes as much as possible.

15 So I'm -- I'm presuming those are sufficient
16 findings for you to be able to do what you need to do from
17 this point, Mr. Fleeman.

18 MR. FLEEMAN: Yeah, in -- in terms of the record, I'm not
19 sure what the calculations are. I don't know if it's
20 necessary for the record how the Court calculates so that --

21 THE COURT: Yeah, and -- and I would love to give you the
22 exact calculations; but I don't have my notes when I did it.
23 Essentially, how I run those calculations is I take a look at
24 the 18-percent calculation and the 25-percent calculation. I

1 look at the comparative incomes of the parties. And then I
2 run the deviation factors under .0 -- under .080 in order to
3 get me to a number that I think is appropriate given all the
4 circumstances that the parties present to me, as well as the
5 custodial arrangement.

6 MR. FLEEMAN: Okay.

7 THE COURT: Not a formula, as I'm prohibited from using a
8 formula at that point. But, yeah, hopefully that's sufficient
9 to get you there.

10 MR. FLEEMAN: Okay.

11 THE COURT: All right.

12 MR. FLEEMAN: Thank you, Your Honor.

13 THE COURT: All right. I'll need an order from today,
14 Mr. Fleeman, if you can prepare that for me.

15 Any need to review and sign off on the order, sir?

16 MR. MILLER: No.

17 THE COURT: Okay.

18 All right. Then submit it without signature. And
19 as long as it's consistent with my findings today, then we'll
20 go ahead and enter it and go --

21 MR. FLEEMAN: Okay.

22 THE COURT: -- from there. All right.

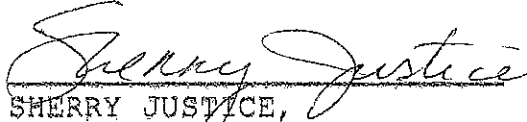
23 MR. FLEEMAN: Thank you, Your Honor.

24 THE COURT: Thank you. Good luck.

1 (THE PROCEEDING ENDED AT 08:58:21.)

2
3 * * * * *

4 ATTEST: I do hereby certify that I have truly and
5 correctly transcribed the digital proceedings in the above-
entitled case to the best of my ability.

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8 Transcriber II
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REGISTER OF ACTIONS

CASE No. D-15-511973-D

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

§
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§

Case Type: Divorce - Complaint
 Subtype: Complaint Subject Minor (s)
 Date Filed: 03/24/2015
 Location: Department E
 Cross-Reference Case Number: D511973
 Supreme Court No.: 69353

PARTY INFORMATION

Defendant	Miller, Brett Robert 10521 Hartford Hills AVE Las Vegas, NV 89166	Male	Lead Attorneys Pro Se
Plaintiff	Miller, Leslie Lynn 10316 Ironwood Pass AVE Las Vegas, NV 89166	Female	Jack W. Fleeman <i>Retained</i> 702-388-1851(W)
Subject Minor	Miller, Jordan Timothy		
Subject Minor	Miller, Payton Riley		

EVENTS & ORDERS OF THE COURT

05/27/2015 All Pending Motions (9:00 AM) (Judicial Officer Hoskin, Charles J.)
 5/27/15

Minutes

05/27/2015 9:00 AM

- 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 counter-motion. 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.

Parties Present

Return to Register of Actions

REGISTER OF ACTIONS
CASE NO. D-15-511973-D

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

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

Date Filed: 03/24/2015

Location: Department E

Cross-Reference Case D511973

Number:

Supreme Court No.: 69353

PARTY INFORMATION

Defendant	Miller, Brett Robert 10521 Hartford Hills AVE Las Vegas, NV 89166	Male	Lead Attorneys Pro Se
Plaintiff	Miller, Leslie Lynn 10316 Ironwood Pass AVE Las Vegas, NV 89166	Female	Jack W. Fleeman <i>Retained</i> 702-388-1851 (W)
Subject Minor	Miller, Jordan Timothy		
Subject Minor	Miller, Payton Riley		

EVENTS & ORDERS OF THE COURT

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

Minutes

09/15/2015 10:00 AM

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. Plaintiff 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.

Parties Present

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REGISTER OF ACTIONS

CASE NO. D-15-511973-D

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

11/17/2015 9:00 AM

Case Type: Divorce - Complaint
 Subtype: Complaint Subject Minor (s)
 Date Filed: 03/24/2015
 Location: Department E
 Cross-Reference Case Number: D511973
 Supreme Court No.: 69353

PARTY INFORMATION

Defendant	Miller, Brett Robert 10521 Hartford Hills AVE Las Vegas, NV 89166	Male	Lead Attorneys Pro Se
Plaintiff	Miller, Leslie Lynn 10316 Ironwood Pass AVE Las Vegas, NV 89166	Female	Jack W. Fleeman Retained 702-388-1851(W)
Subject Minor	Miller, Jordan Timothy		
Subject Minor	Miller, Payton Riley		

EVENTS & ORDERS OF THE COURT

11/17/2015 All Pending Motions (9:00 AM) (Judicial Officer Hoskin, Charles J.)
 11/17/15

Minutes

11/17/2015 9:00 AM

- 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.

Parties Present

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Respondent.

Supreme Ct. Case No. **69353**
District Ct. Case No. **D-15-511973-D**

APPELLANT'S APPENDIX

Brett Robert Miller
10521 Hartford Hills Ave.
Las Vegas, Nevada 89166
(702) 469-2395
Respondent in Proper Person

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX

DESCRIPTION	DATE FILED	PAGE No.
Complaint for Divorce	03/24/15	AA1- AA10
Answer and Counterclaim	03/27/15	AA11- AA15
Reply to Counterclaim	04/03/15	AA16- AA19
Financial Disclosure Form- Brett	04/09/15	AA20- AA29
Financial Disclosure Form- Leslie	05/01/15	AA30- AA40
Plaintiff's Pre-Trial Memorandum	09/08/15	AA41- AA44
Financial Disclosure Form- Brett	09/10/15	AA45- AA52
Pre-Trial Memorandum	09/10/15	AA53- AA64
Parenting Agreement	09/15/15	AA65- 70
Decree of Divorce	09/29/15	AA73- AA86
Notice of Entry of Decree of Divorce	10/01/15	AA71- AA86
Motion for Reconsideration, To Amend Judgement, and for Findings of Fact and Conclusions of Law on Child Support Calculation	10/09/15	AA87- AA98
Defendant's Opposition to Plaintiff's Motion for Reconsideration, to Amend Judgment, and for Findings of facts and Conclusion of Law on Child Support Calculation and Defendant's Countermotion	11/09/15	AA99- AA110
Order	11/23/15	AA113- AA114
Notice of Entry of Order	11/24/15	AA111- AA114
Notice of Appeal	12/07/15	AA115- AA116
Transcript for September 15, 2015	01/08/16	AA117- AA131
Transcript for November 17, 2015	01/08/16	AA132- AA1367
Minutes	AA138- AA142

ALPHABETICAL INDEX OF PETITIONER'S APPENDIX

DESCRIPTION	DATE FILED	VOL./PAGE No.
Answer and Counterclaim	03/27/15	AA11- AA15
Complaint for Divorce	03/24/15	AA1- AA10
Decree of Divorce	09/29/15	AA73- AA86
Defendant's Opposition to Plaintiff's Motion for Reconsideration, to Amend Judgment, and for Findings of facts and Conclusion of Law on Child Support Calculation and Defendant's Counter-motion	11/09/15	AA99- AA110
Financial Disclosure Form- Leslie	05/01/15	AA30- AA40
Financial Disclosure Form- Brett	09/10/15	AA45- AA52
Financial Disclosure Form- Brett	04/09/15	AA20- AA29
Minutes	AA138- AA142
Motion for Reconsideration, To Amend Judgement, and for Findings of Fact and Conclusions of Law on Child Support Calculation	10/09/15	AA87- AA98
Notice of Entry of Decree of Divorce	10/01/15	AA71- AA86
Notice of Entry of Order	11/24/15	AA111- AA114
Notice of Appeal	12/07/15	AA115- AA116
Order	11/23/15	AA113- AA114
Parenting Agreement	09/15/15	AA65- 70
Plaintiff's Pre-Trial Memorandum	09/08/15	AA41- AA44
Pre-Trial Memorandum	09/10/15	AA53- AA64
Reply to Counterclaim	04/03/15	AA16- AA19
Transcript for November 17, 2015	01/08/16	AA132- AA1367
Transcript for September 15, 2015	01/08/16	AA117- AA131


CLERK OF THE COURT

1 **COMD**
2 **Jack W. Fleeman, Esq.**
3 Nevada Bar No. 10584
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,

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

12 and

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

15 **COMPLAINT FOR DIVORCE**

16
17 COMES NOW Plaintiff, **Leslie Lynn Miller**, by and through her
18 attorney, **Jack W. Fleeman, Esq.**, of PECOS LAW GROUP, and for her cause of
19 action against Defendant, complains and alleges as follows:

20 **I.**

21 For more than six (6) weeks immediately preceding the
22 commencement of this action, Plaintiff has been and now is a bona fide and
23 actual resident and domiciliary of the State of Nevada, County of Clark, and
24 has been actually and corporeally present in said State and County for more
25 than six (6) weeks prior to the commencement of this action.
26

1 States of America should be declared the country, of habitual residence of
2 the children.

3 **VI.**

4 Pursuant to NRS 125C.200, this court should enter orders requiring
5 that in the event either party intends to move his or her residence to a place
6 outside the State of Nevada, and take the minor children with him or her,
7 said party must, as soon as possible, and before the planned move, attempt to
8 obtain the written consent of the other party to move the minor children
9 from the State. Such orders, when entered by the court, should also require
10 that if the other party refuses to give the consent, the party planning the
11 move shall, before he or she leaves the State with the minor children,
12 petition the Eighth Judicial District Court of the State of Nevada, in and for
13 the County of Clark, for permission to move with the children, and that the
14 failure of the party planning to move to comply with this provision may be
15 considered as a factor if a change of custody is requested by the other party.

16 **VII.**

17 The Defendant is able-bodied, employed and well able to pay the
18 reasonable sum of twenty-five percent (25%) of his gross monthly income per
19 month as and for the support and maintenance of the minor children of the
20 parties, plus maintain health insurance on said minor children, commencing
21 forthwith and continuing each and every month said minor children are in
22 Plaintiff's actual custody until said children reach the age of majority or
23 become otherwise emancipated.

24 . . .

25 . . .

VIII.

The parties should share equally in the cost of providing health insurance coverage for the minor children, and paying for the unreimbursed costs of the children's health care, until said children reach the age of majority or become otherwise emancipated. The parties should follow the standard 30/30 day basis, which requires the incurring party to provide the non-incurring party with proof of out-of-pocket payment within 30 days of such payment (failure to tender may be considered to be a waiver of reimbursement), and the non-incurring party to reimburse the incurring party one-half of the out-of-pocket costs of the incurring party, or dispute such in writing, within 30 days after receipt. If not disputed or paid within the 30 day period, the non-incurring party may be subject to a finding of contempt and sanctions.

IX.

Pursuant to NRS 125B.095, this court should place the parties on notice that if an installment of an obligation to pay support for a child becomes delinquent in the amount owed for 1 month's support, a 10% per annum penalty must be added to the delinquent amount.

X.

Pursuant to NRS 125B.140, this court should place the parties on notice that if an installment of an obligation to pay support for a child becomes delinquent, the court shall determine interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time each amount became due. Interest shall continue to accrue on the amount ordered until it

1 is paid, and additional attorney's fees must be allowed if required for
2 collection.

3 **XI.**

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

11 **XII.**

12 Pursuant to NRS 125.450(2), this court should place the parties on
13 notice that the wages and commissions of the parent responsible for paying
14 support shall be subject to assignment or withholding for the purpose of
15 payment of the foregoing obligation of support as provided in NRS 31A.020
16 through 31A.240, inclusive.

17 **XIII.**

18 There is community property belonging to the parties to be
19 adjudicated by the court, the exact amounts and descriptions of which are
20 unknown to Plaintiff at this time. Plaintiff prays leave of this court to amend
21 this Complaint to insert the same when they have become known to Plaintiff
22 or at the time of trial.

23 **XIV.**

24 There are community debts of the parties to be adjudicated by the
25 court, the exact amounts and descriptions of which are unknown to Plaintiff
26

1 at this time. Plaintiff prays leave of court to amend this Complaint to insert
2 the same when they have become known to Plaintiff or at the time of trial.

3 **XV.**

4 The court should find that there is a compelling reason, pursuant to
5 NRS 125.150(1)(b), to award Plaintiff a disproportionate share of the
6 community property, and to thereupon make such an award.

7 **XVI.**

8 During the course of the parties' marriage, Defendant systematically
9 gifted, converted, or otherwise wasted certain community property assets of
10 the parties without the full knowledge or consent of Plaintiff. Defendant
11 should be required to provide an accounting of all income and assets
12 acquired, improved, altered, transferred and/or dissipated. Further,
13 Defendant should reimburse Plaintiff for all such community property
14 gifted, converted or otherwise wasted by Defendant during the parties'
15 marriage without the knowledge or consent of Plaintiff. Further yet,
16 Defendant's conduct was malicious, wrongful, willful and oppressive.

17 **XVII.**

18 That Plaintiff reserves her right to request spousal support at time of
19 trial, in such amount and for such period of time, as the court considers just
20 and equitable.

21 **XVIII.**

22 Plaintiff requests that this court jointly restrain the parties herein in
23 accordance with the terms of the Joint Preliminary Injunction issued
24 herewith
25
26

1 **XIX.**

2 Plaintiff has been required to retain the services of **Jack W. Fleeman,**
3 **Esq.** of the law office of PECOS LAW GROUP to prosecute this action and is
4 therefore entitled to reasonable attorney's fees and costs of suit.

5 **XX.**

6 The tastes, mental dispositions, views and likes and dislikes of
7 Plaintiff and Defendant have become so widely separated and divergent that
8 the parties are incompatible to such an extent that it is impossible for them
9 to live together as husband and wife; the incompatibility between Plaintiff
10 and Defendant is so great that there is no possibility of reconciliation
11 between them.

12 **WHEREFORE,** Plaintiff prays as judgment:

13 1. That the contract of marriage now and heretofore existing
14 between Plaintiff and Defendant be dissolved and that Plaintiff be granted
15 an absolute Decree of Divorce and that each of the parties hereto be
16 restored to the status of a single, unmarried person;

17 2. That the parties are fit and proper persons to be awarded joint
18 legal custody, with Plaintiff designated as the primary physical custodian of
19 said minor children subject to reasonable visitation rights of the Defendant;

20 3. That the parties receive notice of the applicability of the above-
21 referenced statutes relating to the custody and visitation of minor children;

22 4. That Defendant be ordered to pay to Plaintiff the sum of twenty-
23 five percent (25%) of his gross monthly income per month in child support,
24 and to maintain health insurance on said minor children until said children
25 reach the age of majority or otherwise become emancipated;
26

1 5. That the parties share equally in the cost of providing health
2 insurance for the minor children and equally share in unreimbursed health
3 care costs of the children;

4 6. That the parties receive notice of the applicability of the above-
5 referenced statutes relating to the support and maintenance of minor
6 children;

7 7. That the court find a compelling reason, pursuant to NRS
8 125.150(1)(b), to award Plaintiff a disproportionate share of the community
9 property, and to make such an award;

10 8. That that the court find a compelling reason, pursuant to NRS
11 125.150(1)(b), to award Defendant a disproportionate share of the community
12 debts and obligations, and to make such an award;

13 9. That the court issue a finding that Defendant engaged in
14 financial misconduct (e.g., waste) and shall be required to provide an
15 accounting of all income and assets acquired, improved, altered, transferred
16 and/or dissipated; and Defendant should reimburse Plaintiff for all such
17 community property gifted, converted or otherwise wasted by Defendant
18 during the parties' marriage without the knowledge or consent of Plaintiff.

19 10. That Plaintiff reserves her right to request spousal support, in
20 such amount and for such period of time, as the court considers just and
21 equitable;

22 11. That this court issue its Joint Preliminary Injunction enjoining
23 the parties pursuant to the terms stated therein;

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

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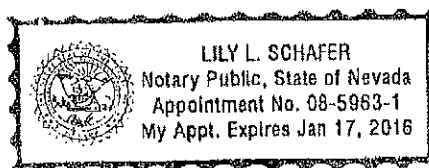
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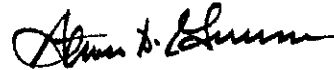
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Leslie Lynn Miller, under penalties of perjury, being first duly sworn,
deposes and says:

Leslie Lynn Miller
LESLIE LYNN MILLER

NOTARY PUBLIC





ORIGINAL CLERK OF THE COURT

1 **ANS**
2 **BRETT ROBERT MILLER**
3 10521 Hartford Hills Ave.
4 Las Vegas, NV 89166
5 (702) 469-2395
6 Defendant in Proper Person

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 LESLIE LYNN MILLER,)
11)
12 Plaintiff,)
13 vs.)
14)
15 BRETT ROBERT MILLER,)
16)
17 Defendant,)
18)

CASE NO: D-15-511973-D
DEPT NO: E

19 **ANSWER AND COUNTERCLAIM**

20 COMES NOW the Defendant herein, BRETT ROBERT MILLER,
21 representing himself in Proper Person and for his ANSWER AND
22 COUNTERCLAIM to the Plaintiff's COMPLAINT FOR DIVORCE on file herein
23 admits, denies and alleges as follows:

24 **I.**

25 Unless otherwise admitted, qualified or explained, Defendant
26 denies each and every thing matter and allegation contained in
27 Plaintiff's COMPLAINT FOR DIVORCE.

28 **II.**

Defendant admits Paragraphs I, II, IV, V, VI, IX, X, XI, XII,
XIII, XIV, XVIII and XX of the Plaintiff's Complaint.

III.

Defendant denies Paragraphs III, VII, VIII, XV, XVI, XVII and
XIX of the Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff take nothing by her
Complaint and that Defendant be awarded judgment in his favor.

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COUNTERCLAIM

COMES NOW, the Defendant and for his Counterclaim against the Plaintiff states and alleges as follows:

I.

That the Defendant is now, and for at least six (6) weeks immediately preceding the commencement of this action has been, an actual, bona fide resident and domiciliary of Clark County, Nevada.

II.

That the parties were married to each other in March 30th, 2001, in Chicago, State of Illinois, and ever since that date have been husband and wife.

III.

That there are two (2) minor children born the issue of their marriage, namely, PAYTON RILEY MILLER, born August 24th, 2001, and JORDAN TIMOTHY MILLER, born August 9th, 2004.

That the State of Nevada is the habitual residence of the minor children.

IV.

That the parties are fit and proper persons to have joint legal custody of the minor children with an order for joint physical custody, with an equal timeshare arrangement.

V.

That neither party pay child support to the other, or that support be based upon Wright vs. Osburn, and Rivero vs. Rivero.

1
2 **VI.**

3 That both parties provide health insurance for the minor
4 children, when available and that the parties equally divide any
5 unpaid or unreimbursed medical expenses of the minor children,
6 including and deductibles and co-payments.

7 **VII.**

8 That the parties alternate or otherwise split the dependent
9 tax exemption for the minor children yearly.

10 **VIII.**

11 That there are community property and that there are
12 community debts to be adjudicated by this court that father is
13 aware of at this time. That Plaintiff reserves the right to
14 amend this Complaint in the event that community property or
15 community debts are later discovered that are not now known by
16 Plaintiff.

17 There is a martial residence of the parties at issue, which
18 Defendant request the residence be sold or refinanced, and the
19 proceeds if any, be divided equally after all bills are paid.

20 **IX.**

21 That neither party pay spousal support one to the other.

22 **X.**

23 That Defendant is entitled to his attorneys fees, costs and
24 disbursements incurred herein.

25 **XI.**

26 That the parties are incompatible in marriage.

27
28 WHEREFORE, Defendant prays for judgment as follows:

1 VERIFICATION

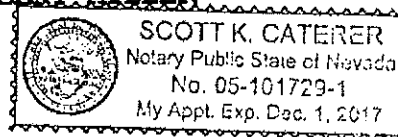
2 STATE OF NEVADA)
3 : ss.
4 COUNTY OF CLARK)

5 **BRETT ROBERT MILLER**, under penalties of perjury, being first
6 duly sworn, deposes and says:

7 That he is the Defendant in the above-entitled action; that
8 he has read the foregoing **ANSWER AND COUNTERCLAIM** and knows the
9 contents thereof; that the same is true of his own knowledge,
10 except for those matters therein contained stated upon
11 information and belief, and as to those matters, he believes it
12 pto be true.

13 
14 **BRETT ROBERT MILLER**

15 Subscribed and sworn to before me
16 this 27 day of MARCH, 2015.



17 SCOTT K. CATERER
18 NOTARY PUBLIC in and for said County and State

19 ACKNOWLEDGMENT

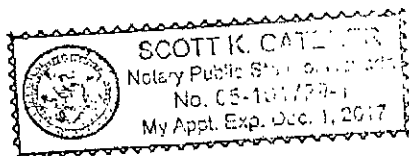
20 STATE OF NEVADA)
21 : ss.
22 COUNTY OF CLARK)

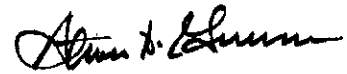
23 On this 27 day of MARCH, 2015,

24 before me, the undersigned Notary Public in and for said County
25 and State, appeared, **BRETT ROBERT MILLER**, known to me to be the
26 person described in and who executed the foregoing instrument and
27 who acknowledged to me that he did so freely and voluntarily and
28 for the uses and purposes mentioned therein.

WITNESSETH my hand and official seal.

29 SCOTT K. CATERER
30 NOTARY PUBLIC





CLERK OF THE COURT

RPLY

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,

and

Brett Robert Miller,

Defendant.

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

Dept No. **E**

REPLY TO COUNTERCLAIM

COMES NOW Plaintiff, **Leslie Lynn Miller**, by and through her attorney, **Jack W. Fleeman, Esq.** of PECOS LAW GROUP, and for her Reply to Plaintiff's Counterclaim on file herein, admits, alleges, and denies as follows:

1. Plaintiff admits the allegations contained in sections I, II, III, VI, and XI.

2. Plaintiff denies the allegations contained in sections IV, V, VII, VIII, IX, and X.

...

...

3. Plaintiff denies all other allegations contained in the Counterclaim that are not specifically admitted in this Reply.

DATED this 1 day of April, 2015.

PECOS LAW GROUP

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

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VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Leslie Lynn Miller, under penalties of perjury, being first duly sworn,
deposes and says:

That she is the Plaintiff/Counterdefendant in the above-entitled action;
that she has read the foregoing "Reply to Counterclaim" and knows the
contents thereof; that the same is true of her own knowledge, except for
those matters therein contained stated upon information and belief, and as
to those matters, she believes them to be true.


LESLIE LYNN MILLER

SUBSCRIBED and SWORN before
me this 1st day of April, 2015.


NOTARY PUBLIC




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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:


Heather Olson
an employee of Pecos Law Group

FDF

Name: _____

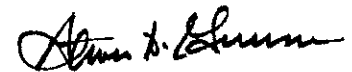
Address: _____

Phone: _____

Email: _____

Attorney for _____

Nevada State Bar No. _____



CLERK OF THE COURT

Judicial District Court

_____, Nevada

<u>Leslie Lynn Miller</u> Plaintiff,	Case No. <u>D 15 511973 D</u>
vs. <u>Brett Robert Miller</u> Defendant.	Dept. <u>E</u>

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) Brett Robert Miller
2. How old are you? 42
3. What is your date of birth? 01/23/1973
4. What is your highest level of education? Some college

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)

☐ No

☒ Yes

If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
2-09	Ashley's Towing	Office Manager	M-F	8AM-5PM

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: _____ Date of Hire: _____ Date of Termination: _____

Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 3-20-15 my gross year to date pay is 15191.12.

B. Determine your Gross Monthly Income.

Hourly Wage

<u>22.87</u>	×	<u>40</u>	=	<u>914.92</u>	×	52	=	<u>47,575.84</u>	÷	12	=	<u>3964.65</u>
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

<u>47,575.84</u>	÷	12	=	<u>3964.65</u>
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:	<u>Bi Monthly</u>	<u>170.16</u>	<u>340.32</u>
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			<u>340.32</u>
Total Average Gross Monthly Income (add totals from B and C above)			<u>4304.97</u>

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	240.43
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	31.47
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	134.55
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		406.45

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
\$ _____

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			

Personal Expense Schedule (Monthly)

A. 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 I Pay	For Me ☐	Other Party ☐	For Both ☐
Alimony/Spousal Support	0			
Auto Insurance	0			
Car Loan/Lease Payment	0			
Cell Phone	\$ 120.00	✓		
Child Support (not deducted from pay)	0			
Clothing, Shoes, Etc...	\$ 40.00	✓		
Credit Card Payments (minimum due)	\$ 296.00	✓		
Dry Cleaning	0			
Electric	\$ 185.00	✓		
Food (groceries & restaurants)	\$ 400.00	✓		
Fuel	0			
Gas (for home)	\$ 32.00	✓		
Health Insurance (not deducted from pay)	\$ 250.00	✓		
HOA	\$ 95.00		✓	
Home Insurance (if not included in mortgage)	\$ 21.00	✓		
Home Phone / Internet	\$ 67.24	✓		
Internet/Cable Direct TV	\$ 60.00	✓		
Lawn Care	0			
Membership Fees	0			
Mortgage/Rent/Lease	\$ 1400.00	✓		
Pest Control	0			
Pets	0			
Pool Service	0			
Property Taxes (if not included in mortgage)	0			
Security	0			
Sewer	\$ 20.00		✓	
Student Loans	0			
Unreimbursed Medical Expense	\$ 147			✓
Water	\$ 85.00			✓
Other: Republic Services	\$ 15.00		✓	
Total Monthly Expenses	\$ 3233.24			

School Lunches

\$ 100.00
\$ 3333.24

✓

Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Payton Riley Miller	8-24-01	Both	Yes	No
2 nd	Jordan Timothy Miller	8-9-04	Both	Yes	No
3 rd					
4 th					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	0.00	0.00	0.00	0.00

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	10316 Fremwood Pass Ave	\$ 247,387	- \$ 241,264	= \$ 6,123	Brett
2.	2013 Santa Fe, Hyundai	\$ 29,745	- \$ 25,887	= \$ 3,858	Brett
3.	Father Loan	\$ 4,000	- \$ 4,000	= \$ 0.00	
4.	Mother Loan	\$ 10,000	- \$ 9,222.57	= \$ 777.43	
5.		\$	- \$	= \$ 0.00	
6.		\$	- \$	= \$ 0.00	
7.		\$	- \$	= \$ 0.00	
8.		\$	- \$	= \$ 0.00	
9.		\$	- \$	= \$ 0.00	
10.		\$	- \$	= \$ 0.00	
11.		\$	- \$	= \$ 0.00	
12.		\$	- \$	= \$ 0.00	
13.		\$	- \$	= \$ 0.00	
14.		\$	- \$	= \$ 0.00	
15.		\$	- \$	= \$ 0.00	
Total Value of Assets (add lines 1-15)		\$ 291,132	- \$ 280,383.57	= \$ 10,748.43	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Capital One 1737	\$ 1,427	Brett
2.	Capital One 7871	\$ 1,472	Brett
3.	Target	\$ 1,352	Brett
4.	Kohl's	\$ 650	Brett
5.	Credit One	\$ 1,025	Brett
6.	Credit One	\$ 250	Leslie Miller
Total Unsecured Debt (add lines 1-6)		\$ 6,176	

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount Due	Whose Name is on the Account?
7	Canyon Finance	\$1,643.65	Brett
8	Canyon Finance	\$2,178.88	Leslie
9	RC Wiley	\$650.00	Leslie
10	RC Wiley	\$1,000.00	Brett
11	Credit One	\$250.00	Leslie
Total From Lines 7-11		\$5,722.53	
Total From Lines 1-6		\$6176	
Total From Lines 1-11		\$11,898.53	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) have not retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 0 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 \$ 0.
5. I owe my prior attorney a total of \$ 0.

IMPORTANT: Read the following paragraphs carefully and initial each one.

BA 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.

BA I have attached a copy of my 3 most recent pay stubs to this form.

 I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

 I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Brian Smith
Signature

5-8-15
Date

Brett R Miller**Ashley's Towing**

3030 Sheridan St Las Vegas, NV 89102 702-208-1180

Check Date 2/13/2015 Company # 3039522
 Period Begin 1/24/2015 Check Number 12062
 Period End 2/6/2015 Emp Number 11
 Hire Date 3/14/2009 Net Pay 1763.71

Code	Accrued	Used	Balance

Earnings

Description	Location	Rate	Hr/Unit	Current	Year To Date
Salary	Las Vegas, NV	80.00		2000.00	8000.00
Car Allowance	Las Vegas, NV			170.16	680.64

Deductions

Description	Current	Year To Date
Federal (2170.16) (M/O)	240.43	961.72
Soc Sec (2170.16)	134.55	538.20
Medicare (2170.16)	31.47	125.87

Total Earnings	80.00	2170.16	8680.64	Total Deductions	406.45	1625.79
Total Direct Deposits				Check Amount	1763.71	7054.85

Brett R Miller**Ashley's Towing**

3030 Sheridan St Las Vegas, NV 89102 702-208-1180

Check Date 3/13/2015 Company # 3039522
 Period Begin 2/21/2015 Check Number 12111
 Period End 3/6/2015 Emp Number 11
 Hire Date 3/14/2009 Net Pay 1763.72

Code	Accrued	Used	Balance

Earnings

Description	Location	Rate	Hr/Unit	Current	Year To Date
Salary	Las Vegas, NV	80.00		2000.00	12000.00
Car Allowance	Las Vegas, NV			170.16	1020.96

Deductions

Description	Current	Year To Date
Federal (2170.16) (M/O)	240.43	1442.58
Soc Sec (2170.16)	134.55	807.30
Medicare (2170.16)	31.46	188.80

Total Earnings	80.00	2170.16	13020.96	Total Deductions	406.44	2438.68
Total Direct Deposits				Check Amount	1763.72	10582.28

AA000000028

Brett R Miller

Ashley's Towing

3030 Sheridan St Las Vegas, NV 89102 702-208-1180

Check Date 3/27/2015 Company # 3039522
Period Begin 3/7/2015 Check Number 12137
Period End 3/20/2015 Emp Number 11
Hire Date 3/14/2009 Net Pay 1763.71

Code	Accrued	Used	Balance

Earnings

Description	Location	Rate	Hr/Unit	Current	Year To Date
Salary	Las Vegas, NV	80.00		2000.00	14000.00
Car Allowance	Las Vegas, NV			170.16	1191.12

Deductions

Description	Current	Year To Date
Federal (2170.16) (M/O)	240.43	1683.01
Soc Sec (2170.16)	134.55	941.85
Medicare (2170.16)	31.47	220.27

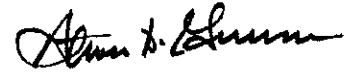
Total Earnings	80.00	2170.16	15191.12	Total Deductions	406.45	2845.13
Total Direct Deposits				Check Amount	1763.71	12345.99

AA000000029

FDF

Jack W. Fleeman, Esq.
Nevada Bar No. 010584
Pecos Law Group
8925 South Pecos Road, Suite 14A
Henderson, Nevada 89074
Phone: (702) 388-1851
Email: email@pecoslawgroup.com
Attorney for Plaintiff

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CLERK OF THE COURT

Eighth Judicial District Court
Clark County, Nevada

<u>Leslie Lynn Miller,</u> Plaintiff, vs. <u>Brett Robert Miller,</u> Defendant.	Case No. D-15-511973-D Dept. E
--	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) Leslie Lynn Miller
2. How old are you? 39 years old
3. What is your date of birth? Feb. 2, 1976
4. What is your highest level of education? Some College

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)
No
X Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
3-9-2015	Southwestern Eye Associates	Billor	Mon-Fri	8a-5p

1. Are you disabled? (☒ check one)
X No
Yes If yes, what is your level of disability? _____
What agency certified you disabled? _____
What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: NV Orthopedic & Spine Date of Hire: 4-1-13 Date of Termination: 3-6-15 Reason for Leaving: Found Other Employment

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 03/27/2015 my gross year to date pay is \$12,467.99 (both employers).

B. Determine your Gross Monthly Income.

Hourly Wage

23	×	40	=	920	×	52	=	47840	÷	12	=	3986.66
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay	None at this Job	0	0
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			0

Total Average Gross Monthly Income (add totals from B and C above)	3986.66
--	---------

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	209.65
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	42.92
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	183.52
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		436.09

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
\$ _____

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			

Personal Expense Schedule (Monthly)

A. 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 I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	117			X
Car Loan/Lease Payment	465	X		
Cell Phone	300	X		
Child Support (not deducted from pay)				
	25			
Clothing, Shoes, Etc...		X		
Credit Card Payments (minimum due)	100	X		
Dry Cleaning				
Electric	200	X		
Food (groceries & restaurants)	600	X		
Fuel	175	X		
Gas (for home)	35	X		
Health Insurance (not deducted from pay)				
HOA	100			X
Home Insurance (if not included in mortgage)				
Home Phone / Internet	50	X		
Satellite TV	138	X		
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease	1750			X
Pest Control				
Pets	125	X		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer	20.11	X		
Student Loans				
Unreimbursed Medical Expense				
Water	30	X		
Other: Canyon Finance / IRS	280	X		X
Total Monthly Expenses	\$4510.11			

Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Payton Miller	8-24-01	Mom	Yes	No
2 nd	Jordan Miller	8-9-04	Mom	Yes	No (has ADHD)
3 rd					
4 th					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone	50			
Child Care				
Clothing	75	75		
Education				
Entertainment	65	65		
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses	120	100		
Vehicle				
Other:				
Total Monthly Expenses	310	240		

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
None			

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Marital Residence	\$269,000	- \$242,000	= \$27,000	Title (both); Loan (Brett)
2.	2013 Hyundai Santa Fe	\$22,000	- \$26,646	= -\$4,646	Both
3.	Gas Grill	\$200	- \$700	= -\$500	Leslie
4.	Household Furnishings in Res.	\$3,225	- \$0	= \$3,225	Both
5.	Furnishings Brett took (unk. value)	\$	- \$	= \$	Both
6.	Guns Brett took (unk. value)	\$	- \$	= \$	Both
7.	Safe Brett took (unk. value)	\$	- \$	= \$	Both
8.	Family photos Brett took	\$	- \$	= \$	Both
9.	Nevada State Bank Checking	\$6	- \$	= \$6	Leslie
10.	Clark County Credit Union C/S	\$30	- \$	= \$30	Leslie
11.	Brett's bank accounts (unk.)	\$	- \$	= \$	Brett
12.		\$	- \$	= \$	
13.		\$	- \$	= \$	
14.		\$	- \$	= \$	
15.		\$	- \$	= \$	
Total Value of Assets (add lines 1-15)		\$294,425	- \$269,346	= \$25,115	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Target Card	\$1,352	Brett
2.	3 Capital One Cards (per Brett FDF)	\$3,924	Brett
3.	Kohl's Card (per Brett FDF)	\$650	Brett
4.	RC Willey Card (per Brett FDF / post-separation charges)	\$1,000	Brett
5.	Canyon Finance (per Brett FDF)	\$1,643.65	Brett
6.	Credit One (per Brett FDF)	\$1,025	Brett
Total Unsecured Debt (add lines 1-14)		\$16,746.65	Plus unknown IRS debt

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 2500 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.

IMPORTANT: Read the following paragraphs carefully and initial each one.

fm 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.

fm I have attached a copy of my 3 most recent pay stubs to this form. (last 2 next one coming 4/3)

_____ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

_____ I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Ludie Lynn Miller
Signature

3/30/15
Date

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) _____, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

☐ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file

herein to: _____

Executed on the _____ day of _____, 20__.

Signature

PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
03/13/2015	25122	\$854.41
PAY PERIOD	EMPLOYEE NO	SSNO
02/25/15-03/10/15	333789767	XXX-XX-9767

STATEMENT OF EARNINGS FOR LESLIE MILLER

Holiday Time Pay				352.00	125 FAMILY	747.82	2231.27
Overtime 1.5 Pay TENAYA Back Office	4.00	33.0000	132.00	981.75	125 MED REIMBURSEMENT	-41.16	-129.48
Regular Pay TENAYA Back Office	46.50	22.0000	1023.00	7947.50	125 MEDICAL	41.16	129.48
Vacation Pay TENAYA Back Office	26.00	22.0000	572.00	824.00	LIFE INSURANCE	4.44	13.32

DEDUCTION TOTALS

Fed. Income Tax	M-1	45.42	625.89
Fed. Medicare Employee		14.20	115.62
Fed. Soc. Sec. Employee		60.71	494.39

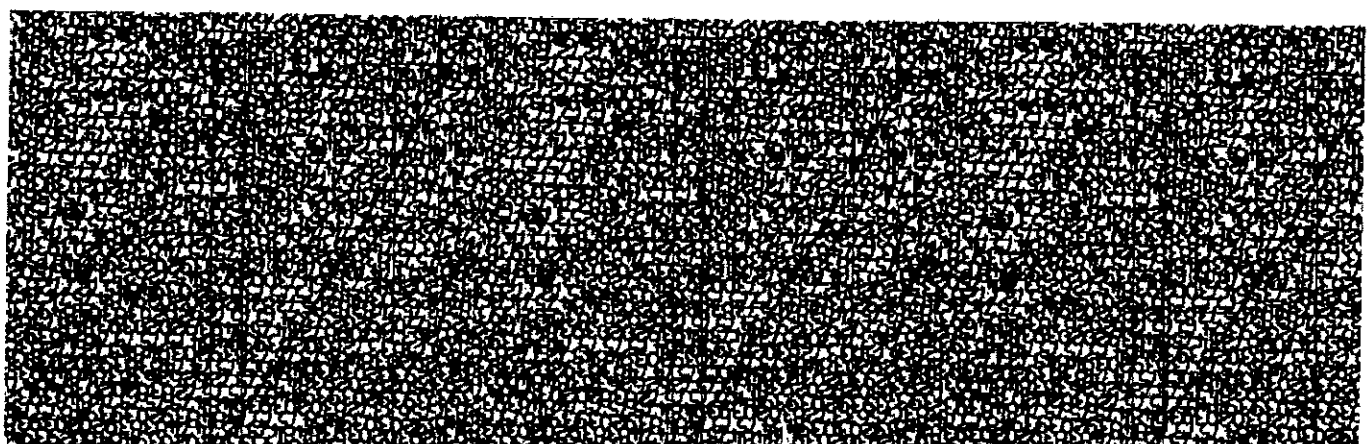
EARNING TOTALS	76.50	1727.00	10205.25	TAX TOTALS	120.33	1235.90
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Vacation Benefit Hours	42.00	0.00	ACHCHECK1 Acct:XXXX3274	5870.35
			PRTCHECK	854.41 854.41

BENEFIT ACCRUAL TOTALS	42.00	0.00	NET PAY TOTALS	854.41	6724.76
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Nevada Orthopedic & Spine Ctr., P.O. Box 33666, Las Vegas NV 89133

* Denotes payment item not included in net pay calculation



AA000000038

3/20/15 che

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION

Leslie L. Miller
10316 Ironwood Pass Ave
Las Vegas, NV 89166

Soc Sec #: xxx-xx-xxxx Employee ID: 40
Home Department: 100 Staff

Pay Period: 02/28/15 to 03/13/15
Check Date: 03/20/15 Check #: 8481900195

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	786.76	786.76
NET PAY	786.76	786.76

FOLD AND REMOVE

EARNINGS		DESCRIPTION	RHS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Regular			38.98	23.0000	896.54	38.98	896.54
EARNINGS			38.98		896.54	38.98	896.54
WITHHOLDINGS		DESCRIPTION	FILING STATUS	THIS PERIOD (\$)		YTD (\$)	
		Social Security		55.59		55.59	
		Medicare		13.00		13.00	
		Fed Income Tax	M 1	41.19		41.19	
TOTAL				109.78		109.78	

NET PAY

THIS PERIOD (\$)
786.76

YTD (\$)
786.76

Payrolls by Paychex, Inc.

0902 0902-3748 George R Mornickla MD PC Southwestern Eye Associates • 653 N Town Ctr Dr #318 • Las Vegas NV 89144 • (702) 215-6950

AA000000039

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION

Leslie L Miller
10316 Ironwood Pass Ave
Las Vegas, NV 89166

Soc Sec #: xxx-xx-xxxx Employee ID: 40
Home Department: 100 Staff

Pay Period: 03/14/15 to 03/27/15
Check Date: 04/03/15 Check #: 8481900196

FOLD AND REMOVE

DESCRIPTION	HR/UNIT	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Regular	59.40	23.0000	1366.20	98.38	2262.74
EARNINGS	59.40		1366.20	98.38	2262.74
WITHHOLDINGS					
Social Security			84.70		140.29
Medicare			19.81		32.81
Fed Income Tax	M 1		96.76		137.95
TOTAL			<u>201.27</u>		<u>311.05</u>

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	1164.93	1951.69
NET PAY	<u>1164.93</u>	<u>1951.69</u>

NET PAY	THIS PERIOD (\$)	YTD (\$)
	<u>1164.93</u>	<u>1951.69</u>


CLERK OF THE COURT

1 **PTM**
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

DISTRICT COURT

CLARK COUNTY, NEVADA

9 **Leslie Lynn Miller,**

10 Plaintiff,

11 and

12 **Brett Robert Miller,**

13 Defendant.

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

Dept No. **E**

15 **PLAINTIFF'S PRE-TRIAL MEMORANDUM**

16 **I Statement of Essential Facts**

17 A. **Names and ages of the parties.**

18 Plaintiff, **Leslie Lynn Miller.**

19 Defendant, **Brett Robert Miller.**

20 B. **Children.**

21 The parties have two minor children: **Payton Riley Miller**, born
22 August 24, 2001; and **Jordan Timothy Miller**, born August 9, 2004.

23 C. **Resolved Issues, including agreed resolution.**

24 1. **Joint Legal Custody.**

2. **Physical Custody.** The terms of the physical custody agreement are set forth in the parenting plan, fully executed and submitted to chambers per FMC personnel.

3. **Alimony.** Both parties have waived alimony in this case.

D. Statement of Unresolved Issues, including Requested Relief.

1. **Child Support.** While not resolved, child support should be set in accordance with NRS Chapter 125B.

2. **Property.** This issue may be resolved, but that cannot be confirmed. The parties have divided all personal property, and the vast majority of their accounts are held individually. As such, the parties should each shall any account held in his or her name individually. The parties have represented that they have no retirement or pension accounts. Leslie will keep the 2013 Hyundai Santa Fe vehicle, subject to any encumbrance thereon.

3. **Debts.** This issue may be resolved, but that cannot be confirmed. There are few debts listed in both parties' names jointly. Leslie should keep all debts listed in her name individually. Brett should keep all debts listed in his name individually. These debts were listed on the parties' Financial Disclosure Forms on file. The parties should equally divide all medical, optical, dental, and orthodontics bills related to the children. The parties should divide any IRS debt in accordance with federal law.

4. **Attorney's Fees.** Leslie is reserving her right to request fees at time of trial in this matter based on NRS 18.010 and EDCR 7.60(b), if applicable at that time.

1 II Witnesses and Exhibits

2 A. Witnesses.

3 1. The parties.

4 B. Exhibits.

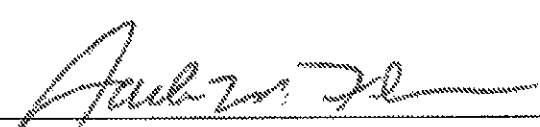
5 1. Documents produced by either party as an attachment to
6 any filing or through discovery.

7 NOTE: At Leslie's request, and because the parties resolved custody
8 issues, and apparently the property and debt issues, there was no formal
9 discovery conducted in this case.

10 DATED this 8 day of September, 2015.

11 Submitted by:

12 PECOS LAW GROUP

13
14 
15 _____
16 Jack W. Fleeman, Esq.
17 Nevada Bar No. 010584
18 Pecos Law Group
19 8925 South Pecos Road, Suite 14A
20 Las Vegas, Nevada 89074
21 (702) 388-1851
22 Attorney for Plaintiff
23
24
25
26

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 8 day of September, 2015, I
3 served a true and correct copy of the "Plaintiff's Pre-Trial Memorandum" in
4 the above-captioned case on upon the following, in the following manner(s):

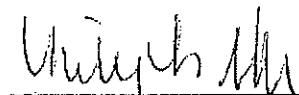
5
6 by Hand-Delivery, pursuant to NRCP 5(b)(2)(A)(i), to the following
7 address:

8 by U.S. mail in Henderson, Nevada, pursuant to NRCP 5(b)(2)(B),
9 with First-Class postage prepaid and addressed as follows:

10 **Brett Robert Miller**
11 **10521 Hartford Hills Ave.**
Las Vegas, Nevada 89166

12 by facsimile transmission, pursuant to NRCP 5(b)(2)(D) and
13 EDCR 7.26(a)(3), to the following fax number:

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

18 

19 **Lily Schafer**
20 an employee of Pecos Law Group

MISC

Name: Brett R. Miller
Address: 10521 Hartford Hills
LV, NV 89166
Phone: 702-469-2395
Email: ashleys towing@live.com
Attorney for _____
Nevada State Bar No. _____

Electronically Filed
09/10/2015

Heather S. Hume
CLERK OF THE COURT

Judicial District Court
Clark County, Nevada

<u>Leslie Lynn Miller</u> Plaintiff,	Case No. <u>D-15-511913-D</u>
vs. <u>Brett Robert Miller</u> Defendant.	Dept. <u>E</u>

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

- What is your full name? (first, middle, last) Brett Robert Miller
- How old are you? 42
- What is your date of birth? 01/23/1973
- What is your highest level of education? 1 year of College

B. Employment Information:

- Are you currently employed/ self-employed? (☒ check one)

☐ No

☒ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
2-15-09	Ashley's Towing	Office Manager	M-F	8AM-5PM

- Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: _____ Date of Hire: _____ Date of Termination: _____
Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending _____ my gross year to date pay is _____.

B. Determine your Gross Monthly Income.

Hourly Wage

22.87	×	40	=	914.92	×	52	=	47575.84	÷	12	=	3964.65
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

47575.84	÷	12	=	3964.65
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:	Bi Monthly	170.16	340.32
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			340.32

Total Average Gross Monthly Income (add totals from B and C above)	4304.97
--	---------

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	240.43
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	31.47
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	134.55
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		406.45

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
\$ _____

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			

Personal Expense Schedule (Monthly)

A. 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 I Pay	For Me <input checked="" type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support	0	✓		
Auto Insurance	0	✓		
Car Loan/Lease Payment	0	✓		
Cell Phone	180	✓		
Child Support (not deducted from pay)	0	✓		
Clothing, Shoes, Etc...	40	✓		
Credit Card Payments (minimum due)	296	✓		
Dry Cleaning	0	✓		
Electric	185	✓		
Food (groceries & restaurants)	400	✓		
Fuel	0	✓		
Gas (for home)	32	✓		
Health Insurance (not deducted from pay)	280	✓		
HOA	0	✓		
Home Insurance (if not included in mortgage)	24.08	✓		
Home Phone	67	✓		
Internet/Cable	75	✓		
Lawn Care	0	✓		
Membership Fees	0	✓		
Mortgage/Rent/Lease <i>Includes trash</i>	1430	✓		
Pest Control	0	✓		
Pets	0	✓		
Pool Service	0	✓		
Property Taxes (if not included in mortgage)	0	✓		
Security	0	✓		
Sewer	30	✓		
Student Loans	0	✓		
Unreimbursed Medical Expense	74	✓		
Water	45	✓		
Other:				
Total Monthly Expenses	3158.08			

Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Payton Miller	8-24-01	Both	Yes	
2 nd	Jordan Miller	8-9-04	Both	Yes	
3 rd					
4 th					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone	40	40		
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)	80	80		
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses	49	24.50		
Vehicle				
Other:				
Total Monthly Expenses	169	144.50		

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	10316 Ironwood Pass	\$ 247387	- \$ 241264	= \$ 6123	Brett
2.	13 Hyundai Santa Fe	\$ 29745	- \$ 25887	= \$ 3858	Brett
3.	Father Loan	\$ 4000	- \$ 4000	= \$	
4.	Mother Loan	\$ 15000	- \$ 1232.57	= \$ 767.43	
5.		\$	- \$	= \$	
6.		\$	- \$	= \$	
7.		\$	- \$	= \$	
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10.		\$	- \$	= \$	
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12.		\$	- \$	= \$	
13.		\$	- \$	= \$	
14.		\$	- \$	= \$	
15.		\$	- \$	= \$	
Total Value of Assets (add lines 1-15)		\$ 296132	- \$ 280384	= \$ 10748.	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Capital One 1737	\$ 1500	
2.	Capital One 7871	\$ 1500	
3.	Target	\$ 1500	
4.	Kohl's	\$ 700	
5.	Credit One (Brett)	\$ 1025	
6.	Credit One (Leslie)	\$ 250	
Total Unsecured Debt (add lines 1-6)		\$ 6475	

Loan #	Description of Credit Card or Other Unsecured Debt	Amount Due	Whose Name is on the account
7	Canyon Finance	\$1,643.65	Brett
8	Canyon Finance	\$2,178.88	Leslie
9	RC Wiley	\$650.00	Leslie
10	RC Wiley	\$1,000.00	Brett
	Total Lines 7-10	\$5,472.53	
	Total Lines 1-6	\$6,475.00	
		\$11,947.53	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (~~have~~ have not) have not retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 600 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 \$ 0.
5. I owe my prior attorney a total of \$ 0.

IMPORTANT: Read the following paragraphs carefully and initial each one.

Bm 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.

Bm I have attached a copy of my 3 most recent pay stubs to this form.

_____ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

_____ I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Bm
Signature

9-8-15
Date

Heather S. Hume
CLERK OF THE COURT

PMEM

(Your name)

Brett R. Miller

(Address)

10521 Hartford Hills Ave

LV NV 89166

(Telephone)

702-469-2395

(Email Address)

ashleystowing@live.com

☐ Plaintiff / ☒ Defendant In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

Leslie Lynn Miller,

Plaintiff,

vs.

Brett Robert Miller,

Defendant.

CASE NO.: D-15-511973-D

DEPT. NO.: E

PRE-TRIAL MEMORANDUM

I.

STATEMENT OF ESSENTIAL FACTS

A. Name of Plaintiff: Leslie Lynn Miller, age 39

B. Name of Defendant: Brett Robert Miller, age 42

C. Date of Marriage: 3-30-01

D. Resolved issues and the agreements:

1. Joint Legal Custody

2. Physical Custody - The terms of the physical custody agreement are set forth in the parenting plan submitted to chambers.

3. Alimony - Both parties have waived alimony

1 E. Unresolved issues:

2 1 Child Support- Not resolved, child support should be set per what is accordance to court .
3 requirements.

4 2 Property- Both parties are responsible for their personal property and list is attached.
5 The parties agreed for Leslie to keep the 2013 Hyundai Santa Fe as long as payments are
6 kept current. As this is in Brett's name and can negatively affect his credit.
7 The residence 10316 Ironwood Pass Ave. Leslie is currently living in this home and Brett is
8 working with the bank to see if they are willing to work out a new payment plan. They have
9 suggested a "Quick Claim Deed" so that my name is removed from the loan. So that they
10 can work directly with Leslie on this home. I have submitted all paperwork on my end that
11 Chase needed to slow down the process until this divorce was final.

12 3 Debts- All individual debt listed in his/her name we are responsible for including past
13 IRS debt that has still not been filed or currently due. Since Jordan is under joint custody all
14 of his medical, dental, vision and orthodontics bills related to him should equally be divided.
15 Payton currently has a monthly bill for orthodontics and this is currently being split. This split
16 will continue moving forward for this bill.

17 A. 4 Attorney Fees- Each party had a choice in whom they choose for representation and to
18 stay consitant on all other debt this should also be handled like all other where each
19 B. individual is responsible for their own debt.

20 **CHILD CUSTODY**

21 Name, age and date of birth of children:

22 Name: Payton Riley Miller, age 14, Date of birth: 8/24/2001

23 Name: Jordan Timothy Miller, age 11, Date of birth: 8/9/2004

24 A. Requested custody and visitation order:

25 * The terms of the physicla custody agreement are set fourth in the parenting plan , fully
26 executed and submitted to chambers per FMC personnel.

27 **III.**

28 **CHILD SUPPORT**

29 Amount of child support requested and any special factors which the Court should consider
30 in setting the amount of child support: When finding a residence when we seperated
31 I was under the impression that I would get to spend 50/50 time with both of my children as
32 I spoke to both and we discussed shared time bewtween both parents. This is why I rented a
33 home similar to what we had. I was not aware of how my daughter truly felt until I read the
34 the court generated report from her mediation. In additon I wanted to be close enough to
35 my children to where they could walk to my house after school or whenever they wanted
36 At the time if I knew that I was going to have to pay child support and that I would not see
37 both children I would of tried to rent something a little less in size and monthly rent.
38 With this said I looked at a total of 4 homes (examples attached) in Providence with the least
39 expensive was \$50.00 less and smaller than the home that I chose. In addition my current
40 debt to income ratio is \$3158 to \$3520 this leaves me \$362 a month for child support.
41 My plans are to file for bankruptcy and this will lower my debt also. Bottomline if I was given
42 until April of '16 to start making full child support payment as I would have less debt at this
43 point. If this is not an option I would like to ask if I can pay half on the 1st and the the other
44 half on the 15th as the first of the month for health insurance and rent is heavier than mid
45 month.

Gated Community - Gorgeous 2 Story Detached Home!

Location, location, location! Enjoy living in the family friendly....

Bedrooms: 3

Bathrooms: 2.5

Rent: \$1,425.00

Over 1,270 sf in Las Vegas

Square footage: 1270 sq. ft., unit number: 1095. Style, luxurious,....

Bedrooms: 2

Bathrooms: 2.5

Rent: \$1,260.00

Move-in condition, 2 bedroom 2.50 bath. Pet OK!

Square footage: 1430 sq. ft., unit number: 1168. Style, luxurious,....

Bedrooms: 2

Bathrooms: 2.5

Rent: \$1,403.00

[More Photos](#)

2 Spacious BR in Las Vegas. Pet OK!

Square footage: 1350 sq. ft., unit number: 1170. Style, luxurious,....

Bedrooms: 2

Bathrooms: 2.5

Rent: \$1,410.00

Las Vegas is the Place to be! Come Home Today. Single Car Garage!

Square footage: 1350 sq. ft., unit number: 1083. Style, luxurious,....

Bedrooms: 2

Bathrooms: 2.5

Rent: \$1,370.00

Lease Spacious 2+2.50. Approx 1,350 sf of Living Space. Single Car Garage!

Square footage: 1350 sq. ft., unit number: 1124. Style, luxurious,....

Bedrooms: 2

Bathrooms: 2.5

Rent: \$1,370.00

4 Bedrooms / 4 Bathrooms \$2,134.00 / Month

4 Bedroom Single Family Home for rent in Las Vegas for \$2,134.00....

Bedrooms: 4

Bathrooms: 4

Rent: \$2,134.00

Average Rent \$1,025 a month - That's a STEAL!

Square footage: 980 sq. ft., unit number: 1197. Style, luxurious,....

Bedrooms: 1

Bathrooms: 1.5

Rent: \$1,025.00

OR

☒ (Check one) ☐ Plaintiff/ ☐ Defendant requests permanent spousal support in the amount of \$_____ per month.

OR

☒ (Check one) ☐ Plaintiff/ ☐ Defendant requests rehabilitative spousal support in the amount of \$_____ per month for _____ (check one) ☐ months/ ☐ years

B. (CHECK ONLY ONE BOX)

☒ (Check one) ☐ Plaintiff's/ ☐ Defendant's request for spousal support should be granted because _____

OR

☒ (Check one) ☐ Plaintiff's/ ☐ Defendant's request for spousal support should be denied because _____

V.

PROPERTY AND DEBTS

A. (Check one that applies to you) ☐ Plaintiff's/ ☒ Defendant's proposed distribution of property and debts is attached to this Pre-Trial Memorandum as "Exhibit A".

B. The legal and factual issues regarding the property and debts that are in dispute are:

2013 Hyundai Santa Fe - "Leslie keeps as long as payments kept current."
10316 Ironwood Pass Ave - "Quick Claim Deal"

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VI.

ATTORNEY'S FEES

(CHECK ONLY ONE BOX)

A.

☐ (Check one that applies to you) ☐ Plaintiff/ ☒ Defendant is not requesting attorney's fees and costs.

OR

☐ (Check one that applies to you) ☐ Plaintiff/ ☐ Defendant is requesting attorney's fees and costs in the amount of \$_____. Of this amount, \$_____ has already been paid and \$_____ is still owed.

VII.

LIST OF WITNESSES

A.

(Check one that applies to you) ☐ Plaintiff/ ☐ Defendant intends to call the following witnesses:

1. Name: _____; Testimony: _____

2. Name: _____; Testimony: _____

3. Name: _____; Testimony: _____

VIII.

LIST OF EXHIBITS

A. (Check one that applies to you) ☐ Plaintiff/ ☐ Defendant intends to introduce the following exhibits at trial:

1. Documents produced by either party as an attachment to any
2. filing or through discovery.
3. _____
4. _____
5. _____
6. _____

IX.

UNUSUAL LEGAL OR FACTUAL ISSUES PRESENTED

A. (Check one that applies to you) ☐ Plaintiff/ ☐ Defendant believes the following unusual issues may be presented at trial: _____

X.

LENGTH OF TRIAL

A. (Check one that applies to you) ☐ Plaintiff/ ☐ Defendant believes that this trial should take approximately _____ (check one) ☐ days/ ☐ hours.

XI.

FINANCIAL DISCLOSURE FORM

(CHECK ONLY ONE BOX)

☐ (Check one that applies to you) ☐ Plaintiff/ ☒ Defendant filed a Financial Disclosure Form on (date) _____. (Check one) ☐ Plaintiff's/ ☐ Defendant's

1 financial circumstances have not changed since that date and that document is attached as
2 "Exhibit B".

3 OR

4 ☐ (Check one that applies to you) ☐ Plaintiff/ ☐ Defendant previously filed a Financial
5 Disclosure Form on (date) _____. However, (check one) ☐ Plaintiff's/ ☐
6 Defendant's financial circumstances have changed. An updated Financial Disclosure Form
7 will be filed at the same time as this Pre-Trial Memorandum and an unfiled copy is attached
8 as "Exhibit B".

9 OR

10 ☐ (Check one that applies to you) ☐ Plaintiff/ ☐ Defendant has never filed a Financial
11 Disclosure Form. That document will be filed at the same time as this Pre-Trial
12 Memorandum and an unfiled copy is attached as "Exhibit B".

13
14 DATED this (day) 9 day of (month) Sept., (year) 2015.

15
16 By:

17 (Your signature)

18 (Your name)

19 (Address)

20 (Telephone)

Brett P. Miller
Brett P. Miller
10521 Hartford Hills Ave
Las Vegas, NV 89146
702-469-2395

21 In Proper Person

EXHIBIT A

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EXHIBIT B

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FILED IN OPEN COURT

SEP 15 2015

STEVEN D. GRIERSON
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

BY

CAROL FOLEY DEPUTY

1 LESLIE MILLER,

2
3)
4 Plaintiff)

5 vs

) Case No. D-15-511973-D
) Department No. E
6)
7)

8 BRETT MILLER,

9 Defendant)
10)
11)

12 PARENTING AGREEMENT

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

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

20 LEGAL CUSTODY PROVISIONS

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

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

24 The parents agree to provide each other with the names, addresses, telephone
25 numbers of all medical, educational, child care and other providers of professional services for the
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AA000000065

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 ...
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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.

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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.

[Signature]
Loretta Miller
Mother

[Signature]
Brett Miller
Father

DATE 8/20/15

DATE 8-17-15

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

[Signature]
Jack Fleeman
Attorney for Plaintiff

[Signature]
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.

[Signature]
Director/County Judge
CHARLES J. HOSKIN


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**

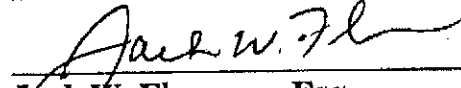
18 **NOTICE OF ENTRY OF DECREE OF DIVORCE**

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

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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