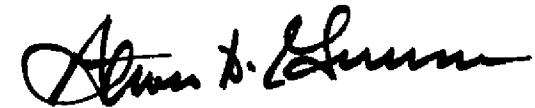


EXHIBIT “23”



CLERK OF THE COURT

NEOJ

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D

DEPT NO. Q

NOTICE OF ENTRY OF ORDER FROM DOMESTIC COURT MINUTES

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

Please take notice that an Order From Hearing has been entered in the above-entitled matter, a copy of which is attached hereto. I hereby certify that on the above file stamped date, I caused a copy of this Notice of Entry of Order From Domestic Court Minutes to be:

☒ E-Served pursuant to NEFCR 9 on, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Edward Kainen, Esq.
Thomas Standish, Esq.

Radford J. Smith, Esq.

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☐ E-Served pursuant to NEFCR 9 on, or mailed postage prepaid, addressed to,
the following attorney:

Gary Silverman, Esq.
6140 Plumas St., #200
Reno, NV 89519

/s/ Kimberly Weiss
Kimberly Weiss
Judicial Executive Assistant
Department Q

ORDR



CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D


DEPT NO. Q

ORDER FROM DOMESTIC COURT MINUTES

Good cause appearing therefor,

IT IS HEREBY ORDERED that the attached copy of the Domestic Court
Minutes entered on December 2, 2015 is hereby incorporated herein and will become
the Order of this case.

DATED this 2nd day of December, 2015.


BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE
DEPARTMENT Q

D-11-443611-D

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

December 02, 2015

D-11-443611-D Kirk Ross Harrison, Plaintiff
vs.
Vivian Marie Lee Harrison, Defendant.

December 02, 2015 3:00 PM Minute Order

HEARD BY: Duckworth, Bryce C.

COURTROOM: Courtroom 01

COURT CLERK: Michael A. Padilla

PARTIES:

Emma Harrison, Subject Minor, not present	
Kirk Harrison, Plaintiff, Counter Defendant, not present	Edward Kainen, Attorney, not present
Lisa Linning, Other, not present	
Rylee Harrison, Subject Minor, not present	
Vivian Harrison, Defendant, Counter Claimant, not present	Radford Smith, Attorney, not present

JOURNAL ENTRIES

• This Court received the Letter from John Paglini, Psy.D., Dated November 23, 2015 (Nov. 23. 2015) ("Dr. Paglini's Letter"). Dr. Paglini's Letter requests permission from this Court to interview Jim Ali, PhD., psychologist to Brooke Harrison. Dr. Paglini's Letter indicates that Plaintiff and Defendant have consented to said communication. To facilitate Dr. Paglini's evaluative services, this Court finds that it is in the child's best interest that Dr. Paglini be allowed to interview Dr. Ali. Therefore, to the extent of this Court's jurisdiction pertaining to the issues pending before this Court, it is hereby ORDERED that Dr. Paglini is granted permission to communicate with Dr. Ali.

INTERIM CONDITIONS:

FUTURE HEARINGS: December 14, 2015 9:00 AM Return Hearing
Duckworth, Bryce C.

PRINT DATE:	12/02/2015	Page 1 of 2	Minutes Date:	December 02, 2015
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D-11-443611-D

Courtroom 01

December 14, 2015 9:00 AM Motion
Duckworth, Bryce C.
Courtroom 01

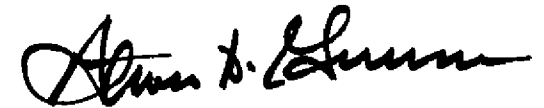
December 14, 2015 9:00 AM Order to Show Cause
Duckworth, Bryce C.
Courtroom 01

December 14, 2015 9:00 AM Motion
Duckworth, Bryce C.
Courtroom 01

December 14, 2015 9:00 AM Opposition
Duckworth, Bryce C.
Courtroom 01

PRINT DATE:	12/02/2015	Page 2 of 2	Minutes Date:	December 02, 2015
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EXHIBIT “24”



CLERK OF THE COURT

RPLY
RADFORD J. SMITH, ESQ.
RADFORD J. SMITH, CHARTERED
Nevada State Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, NV 89074
T: (702) 990-6448
F: (702) 990-6456
Email: rsmith@radfordsmith.com
Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO.: D-11-443614D

DEPT.: Q

FAMILY DIVISION

ORAL ARGUMENT REQUESTED

**REPLY TO OPPOSITION TO MOTION FOR CLARIFICATION; MOTION TO AMEND
FINDINGS**

DATE OF HEARING: December 14, 2015
TIME OF HEARING: 9:00 a.m.

COMES NOW, Defendant, VIVIAN MARIE LEE HARRISON ("Vivian"), through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq., of Radford J. Smith, Chartered and submits the following points and authorities in the following points and authorities support of the Reply to Opposition referenced above.

...


...

...

1 This motion is made and based upon the points and authorities and affidavits attached hereto, and
2 upon all such argument as made by counsel at the time of the hearing.

3 Dated this th 10 day of December, 2015.

4 RADFORD J. SMITH, CHARTERED

6 
7 RADFORD J. SMITH, ESQ.
8 Nevada State Bar No. 2791
9 GARIMA VARSHNEY, ESQ.
10 Nevada State Bar No. 011878
11 2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Defendant Vivian Harrison

12 I.

13 **VIVIAN'S REQUEST TO AMEND/CLARIFY ORDER ENTERED ON OCTOBER 10, 2015**
14 **SHOULD BE GRANTED**

15 In his Opposition to Motion for Clarification; Motion to Amend Findings ("Opposition"), Kirk
16 acknowledges that in order to find Vivian in contempt, the Court must hold an Evidentiary Hearing. *See*
17 Kirk's Opposition, page 4, lines 21-27. If the Court cannot **hold** a party in contempt without an
18 Evidentiary hearing, it necessarily follows that the Court cannot **find** a party in contempt without an
19 Evidentiary Hearing. *See Awad v. Wright*, 106 Nev. 407, 411, 794 P.2d 713, 716 (1990).

21 On October 1, 2015, the Court entered a Notice of Entry of Minute Order from the September 22
22 hearing. The minute order states, "Although the Court has made a ***Finding that contempt has been***
23 ***committed*** as it relates to Plaintiff's missed time, the contempt issues shall be DEFERRED to the next
24 hearing." [Emphasis added]. By this Motion, Vivian seeks a clarification of that order. Because the
25 Court cannot make a ***finding of contempt without an evidentiary hearing***, Vivian seeks an order
26 amending the October 1, 2015 order.
27
28

1 The remainder of Kirk's Opposition is consistent with his pattern throughout the case to include
2 irrelevant and unsubstantiated allegations to confuse the simple issues before the Court by rehashing the
3 same allegations repeatedly. By an Order entered on September 22, 2015 and Order re: Expert
4 Designation entered on October 6, 2015, the Court indicated that Dr. Paglini may be provided any
5 documents filed with the Court. Vivian submits that Kirk's Opposition in which he again alleges the
6 same unsubstantiated allegations are designed only to influence Dr. Paglini and are not relevant to the
7 present motion. See *Castle v. Simmons*, 120 Nev. 98, 86 P.3d 1042 (2004) and *McMonigle v.*
8 *McMonigle*, 110 Nev. 1407, 887 P.2d 742 (1994).
9
10

11 The issue of whether the Court finds Vivian in contempt should be addressed at the Evidentiary
12 Hearing wherein Vivian should be allowed to bring in evidence and witnesses to testify. At the
13 Evidentiary Hearing, Vivian should be permitted to testify regarding the facts set forth in her Affidavit
14 filed with her current motion and her brother, Harold Lee's unsworn Declaration attached hereto as
15 Exhibit "A" that reaffirms Vivian's testimony that she is punishing and admonishing Brooke to ensure
16 Kirk's custodial time with the child.
17

18 Also attached hereto as Exhibit "B" is Vivian's calendar showing the days that Brooke was with
19 Kirk for the last 6 months – from June 3 through December 11. As indicated in that calendar, Brooke had
20 exercised teenage discretion on only *four days* prior to Kirk filing his Motion for the Issuance of Order to
21 Show Cause that he filed on August 21.¹
22

23 Based upon Dr. Paglini's letter dated December 9, 2015, the undersigned counsel was advised by
24 the Court's law clerk that the hearing on the issue of Order to Show Cause shall be continued. The law
25 clerk advised the undersigned counsel that because Kirk refused to continue the hearing and insisted on
26 proceeding with the hearing on December 14, the matter will go forward on "other issues." The only
27

28

¹ August 12, August 13, August 19 and August 20.

1 other issue before the court is Vivian's current motion for clarification and amend. That issue should
2 also be continued to the next hearing. Yet, as in the past, Kirk continues to multiply the proceedings and
3 cause Vivian to expend unnecessary monies on attorney's fees and costs by refusing to continue a
4 hearing.
5

6 The issue of Vivian's Opposition to Kirk's Ex Parte Motion for Order Shortening Time is moot
7 since based upon Dr. Paglini's request, the undersigned counsel has been advised that the hearing on the
8 issue of contempt shall be continued.
9

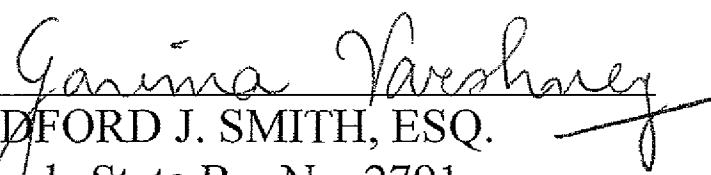
10 II.

11 CONCLUSION

12 Based on the foregoing, Vivian's Motion for Clarification, Motion to Amend Findings should be
13 granted. The Court should clarify the order entered on October 1, 2015 regarding the Court's finding that
14 Vivian is in contempt as it relates to Kirk's missed time with Brooke, yet ordering that "contempt issues
15 shall be deferred to the next hearing." The Court should amend the Order entered on October 1, 2015
16 that finds Vivian in contempt without an Evidentiary Hearing on the issue of contempt.
17

18 Dated this th 10 day of December, 2015.

19 RADFORD J. SMITH, CHARTERED

20 
21 RADFORD J. SMITH, ESQ.

22 Nevada State Bar No. 2791

23 GARIMA VARSHNEY, ESQ.

24 Nevada State Bar No. 011878

25 2470 St. Rose Parkway, Suite 206

26 Henderson, Nevada 89074

27 *Attorney for Defendant*
28

1
2
3 **CERTIFICATE OF SERVICE**

4 I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the
5 age of 18 and not a party to the within action. I served the foregoing document this 10th day of
6 December, 2015, described as "REPLY TO OPPOSITION TO MOTION FOR CLARIFICATION;
7 MOTION TO AMEND FINDINGS;
8

9 ☐ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope
10 addressed as follows;

11 ☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this
12 date via telecopier to the facsimile number shown below;

13 ☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing
14 document this date via electronic mail to the electronic mail address shown below;

15 ☒ BY ELECTRONIC SERVICE: I transmitted a copy of the foregoing document this date via the
16 Eighth Judicial District Court's electronic filing system

17 Tom J. Standish, Esq.
18 Jolley, Urga, Woodbury, Worth & Standish
19 3800 Howard Hughes Parkway, 16th Floor
20 Las Vegas, Nevada 89169
tjs@juwww.com
Attorney for Plaintiff

21 Edward L. Kainen, Esq.
22 Kainen Law Group
23 10091 Park Run Dr., #110
24 Las Vegas, Nevada 89145
ed@kainenlawgroup.com
Attorney for Plaintiff


25
26
27 
28 An employee of Radford J. Smith, Chartered

EXHIBIT “A”

SWORN DECLARATION OF HAROLD LEE

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

I, Harold Lee being duly sworn, deposes and says as follows:

1. I make this Declaration based upon facts within my own knowledge, save and except as to matters alleged upon information and belief and, as to those matters, I believe them to be true.

I am competent to testify to the facts contained herein.

2. I declare under the penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct.

3. I am Vivian's brother and Brooke's Uncle.

4. I am a Police Officer with CCSD.

5. I am currently residing at 1514 Sunrise Circle and have so for the last 10 months anticipating my 30 year retirement in January.

6. In my capacity as a police officer, I have been dispatched during custody disputes between parents.

7. I was present in the room when Brooke Harrison refused to make the transfer to Kirk Harrison's home on Friday, September 18th. Vivian and I were in the living room watching TV. I witnessed Brooke coming home late that evening. Vivian commented to Brooke that she was suppose to be at her Dad's house. Vivian asked Brooke had she gone to her Dad's at all that day and where had she had been. Brooke responded that she went to the football game and that she couldn't get herself to go over to her Dad's. Brooke said it was too hard and stressful and that

said she "couldn't do it anymore". Vivian told her she had to go and had no choice. Brooke replied she wasn't going to go and that she was done going back and forth between houses all the time. She went to her room.

8. I overheard Vivian on at least 4 occasions telling Brooke that she had to go to her Dad's house. I have also heard Vivian telling Brooke that she will have consequences if she didn't go.

9. I have witnessed, when Brooke didn't make the transfer to her Dad's, Vivian placing Brooke on restriction, not allowing her to go anywhere, have friends over, use her cell phone, watch TV, or use Vivian's Toyota with the exception of going to class.


10. I have never been seen or heard Vivian disparage Kirk in front of Brooke & Rylee.

11. I was home Monday, July 20th, when Vivian received the demand letter and that her account was in collections for a non payment of a hospital bill. Vivian said she was concerned that her credit had been damaged as a result of that non payment.

12. I was home July 22nd, when Vivian called the insurance company trying to obtain information regarding the delinquent account and to immediately rectify the situation to eliminate further damage to her credit. At that time Vivian spoke to me about how the insurance company wouldn't give her any information regarding the delinquent account since she wasn't on the policy. I was home when Vivian placed a subsequent call to the insurance company, and went to Brooke's room where Brooke gave permission to the insurance company to speak to her Vivian regarding her account. Although I was not in the room with Vivian and Brooke, I was in the house during that time and Vivian and I spoke about the conversation after the call. Brooke has confirmed with me that the accounts in the room occurred as stated.

13. Brooke has told me that she was unhappy going between houses and that she wanted to live in one home. She has told me that going between houses was very stressful.

14. In my opinion, Brooke is a mature, extremely intelligent, well adjusted, successful, responsible, kind, and loving person.



DATED: DECEMBER 10, 2015

EXHIBIT “B”

June 2015

Hirk had girls 21 days in June
 Vivian vacation/scheduled days

May 2015							June 2015							July 2015						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7	8	1	2	3	4	5	6
					3	4	1	2	3	4	5	6	7	8	7	8	9	10	11	12
					5	6	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					7	8	5	6	7	8	9	10	11	12	13	14	15	16	17	18
					9	10	6	7	8	9	10	11	12	13	14	15	16	17	18	19
					11	12	8	9	10	11	12	13	14	15	16	17	18	19	20	21
					13	14	9	10	11	12	13	14	15	16	17	18	19	20	21	22
					15	16	11	12	13	14	15	16	17	18	19	20	21	22	23	24
					17	18	13	14	15	16	17	18	19	20	21	22	23	24	25	26
					19	20	15	16	17	18	19	20	21	22	23	24	25	26	27	28
					21	22	17	18	19	20	21	22	23	24	25	26	27	28	29	30
					23	24	19	20	21	22	23	24	25	26	27	28	29	30	31	
					25	26	21	22	23	24	25	26	27	28	29	30	31			
					27	28	23	24	25	26	27	28	29	30	31					
					29	30	25	26	27	28	29	30	31							
					31		27	28	29	30	31									

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



10:15
 Vivian takes
 Brooke to
 Dr. Ali

Last Day
 of
 School

Vivian VACATION

William MacArthur

July 2015

 US Holidays
 Found in Mail

June 2015							July 2015							August 2015						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
28	29	30																		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Found in Mail

missed 14 days this month
Spent 1 day with Krick

August 2013							September 2013							October 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1														
2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
23	24	25	26	27	28	29	30	31												
30	31																			

2203 216

Brooks missed 11 days
X spent with Kirk 6 days

September 2015							October 2015							November 2015						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5				1	2	3	4	1	2	3	4	5	6	7
6	7	8	9	10	11	12	5	6	7	8	9	10	11	8	9	10	11	12	13	14
13	14	15	16	17	18	19	12	13	14	15	16	17	18	15	16	17	18	19	20	21
20	21	22	23	24	25	26	19	20	21	22	23	24	25	22	23	24	25	26	27	28
27	28	29	30				26	27	28	29	30	31		29	30					

Page 1/1

Brook missed 7 days
X spent within 3 days

October 2015							November 2015							December 2015						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Page 5/6

December 2015

US Holidays
Found in Mail

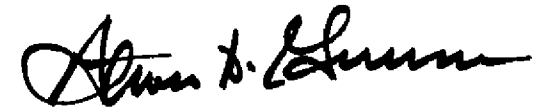
X - Brooke & kids
missed 4 days
Spent 3 with Kirk as of 12/14

November 2015							December 2015							January 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	8	9	10	11	12	13	14
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30						29	30						1	2	3	4	5	6	7

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				Brooke Dr Fragman	Brooke Dr Fragman	
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Court
Contempt

EXHIBIT “25”



CLERK OF THE COURT

1 **SUPP**

2 EDWARD KAINEN, ESQ.
3 Nevada Bar No. 5029
4 KAINEN LAW GROUP, PLLC
5 3303 Novat Street, Suite 200
6 Las Vegas, Nevada 89129
7 PH: (702) 823-4900
8 FX: (702) 823-4488
9 Service@KainenLawGroup.com
10 Attorneys for Plaintiff

11 THOMAS J. STANDISH, ESQ.
12 Nevada Bar No. 1424
13 STANDISH NAIMI LAW GROUP
14 1635 Village Center Circle, #180
15 Las Vegas, Nevada 89134
16 Telephone (702) 998-9344
17 Facsimile (702) 998-7460
18 tjs@standishlaw.com

19 Co-counsel for Plaintiff

20 **DISTRICT COURT**
21 **CLARK COUNTY, NEVADA**

22 KIRK ROSS HARRISON,

23 Plaintiff,

24 vs.

25 VIVIAN MARIE LEE HARRISON,

26 Defendant.

CASE NO. D-15-443611-D
DEPT NO. Q

Date of Hearing: 12/14/2015
Time of Hearing: 9:00 a.m.

ORAL ARGUMENT REQUESTED:
YES XX NO

27 **SUPPLEMENT TO PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE**
28 **WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR**
29 **CONTINUING TO KNOWINGLY AND INTENTIONALLY VIOLATIONS OF**
30 **SECTION 5 OF THE STIPULATION AND ORDER RESOLVING PARENT/CHILD**
31 **ISSUES AND THIS COURT'S ORDER OF OCTOBER 1, 2015**

32 COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys
33 EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS J.
34 STANDISH, ESQ., of the law firm STANDISH LAW GROUP, and hereby files this
35 Supplement to Plaintiff's Motion for an Order to Show Cause why Defendant should not be
36 held in contempt for knowingly and intentionally violating Section 5 of the Stipulation and
37 ...
38

KAINEN LAW GROUP, PLLC
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
702.823.4900 • Fax 702.823.4488
www.KainenLawGroup.com

Order Resolving Parent/Child Issues, filed July 11, 2012, and this Court's order on October 1, 2015.

DATED this 10th day of December, 2015.

KAINEN LAW GROUP, PLC

By: 

EDWARD L. KAINEN, ESQ., #5029
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
Attorneys for Plaintiff

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Vivian is continuing to demonstrate no respect whatsoever for the Orders of this Court. Vivian is continuing to knowingly and intentionally violate Section 5 of the Stipulation and Custody Order of this Court. Vivian believes she can do whatever she wants and there will be no consequence for her intentional and wrongful behavior. Vivian's erroneous belief has caused her to increase the degree to which she has involved Rylee, who is still only 12 years old, in her pattern of knowing and intentional violations of this Court's Orders, much as she has been doing with Brooke over the last many years.

Vivian is now wrongfully involving Rylee in her intentional violations of this Court's Orders. Vivian is also continuing to cause Brooke not to abide by the terms of the Stipulation and Custody Order.

I. STATEMENT OF FACTS

A. Vivian Has Continued to Knowingly and Wilfully Violate This Court's Orders

Section 5 of the Stipulation and Custody Order of this Court, dated July 11, 2012, provides:

5. *Weekly Division of Time with Minor Child:* The parties shall share joint physical custody of the minor children. VIVIAN shall have the children in her care each Monday from after school, or Monday at 9:00 a.m. when the children are not in school (subject to the provisions of paragraph 7.6), until Wednesday after school, or Wednesday at 9:00 a.m. when the children are not in school. **KIRK shall have the children in his care** from Wednesday

1 after school, or Wednesday at 9:00 a.m. when the children are not
2 in school, **until Friday after school**, or Friday at 9:00 a.m.
3 when the children are not in school. The parties shall alternate
4 weekends with the children, from Friday after school, or Friday at
5 9:00 a.m. when the children are not in school, until Monday after
6 school, or Monday at 9:00 a.m. when the children are not in
7 school. (Emphasis added)

8 Subsection 8.1 of the Stipulation and Custody Order makes a distinction between when
9 school is in session and “when school is not in session.” The former time being when the
10 parent to whom the custody of the children is being transferred, picks up the children after
11 school at the school. The latter time being when the parent to whom the custody of the
12 children is being transferred, picks up the children from the other parent’s residence.

13 In accordance with Section 5, when the children have had doctor’s appointments in the
14 morning when school is in session in the past, the parent who then has custody until after
15 school, takes the child to the appointment. Also in accordance with Section 5, the same parent
16 has taken the child back to school after the appointment, although there was one prior occasion
17 when Vivian, erroneously, insisted upon taking Brooke back to school, when Brooke was not
18 in her custody.

19 Unfortunately, Vivian is now emboldened in her belief the Court will not enforce its
20 orders and she is now knowingly and intentionally violating Section 5 regarding Rylee as well.

21 An appointment was made for Rylee to have two baby teeth pulled. The appointment
22 was made for 10:45 a.m. on Friday, December 4, 2015, when the children were in Kirk’s care
23 until after school and school was in session. Despite these undeniable facts and the history of
24 the parents complying with the Court’s Order previously under the same circumstances, Vivian
25 made plans with Rylee for her to not attend any classes Friday morning, while in Kirk’s
26 custody, for Vivian to pick up Rylee from Kirk’s house, take her to the appointment, and for
27 Vivian to then take her to Vivian’s house after the appointment. Vivian’s text to Kirk on
28 November 30, 2015 at 3:02 p.m. is as follows:

Rylee has two teeth scheduled to be extracted by Dr. Wong This Friday at 10:45
per Dr. Noordas orders. Nothing to eat or drink after midnight since she will be
put to sleep. If you have insurance coverage for her please bring info. with you
if you’re able to make appt otherwise, please call their office & provide. Cost is

1 \$855 for procedure and they are expecting pymt in full at time of surgery. Rylee
2 has asked to be able to sleep in & not go to classes that morning since she is
3 unable to eat or drink Etc. She's asked that I pick her up & take her to Dr office
4 at 10.

5 Shortly thereafter, at 4:09 p.m., Kirk responded, "Please send me contact info for dr
6 Wong. I will take her." However, Vivian is adamant that she is picking up Rylee from Kirk's
7 home when Rylee is in Kirk's care while school is in session and the parties exchanged
8 additional texts.

9 In one of these texts Vivian erroneously asserted, "For the past 3.5 yrs you have had me
10 take the girls to your house if they were sick & didn't attend school." There is no truth
11 whatsoever to this assertion. Kirk has never had Vivian take the girls to his house if they were
12 sick and did not attend school. Kirk reviewed his texts with Vivian and found there was one
13 occasion when **Vivian** chose to bring Rylee to Kirk's house when Rylee was sick. Kirk assumed
14 Vivian had something else she either wanted or had to do and was happy to take care of Rylee.
15 In an email to Vivian on December 3, 2015, Kirk explained to Vivian what actually occurred:

16 This [3.6.13] was a Wednesday when school was in session. My custody did not
17 start until after school that day. However, you brought Rylee over at 9:20 a.m.
18 because she was ill. Contrary to your recent text, you were the one that made this
19 decision. I did not insist that you bring her over in anyway whatsoever. On
20 March 6, 2013, at 8:12 a.m., you sent me the following text: "Rylee has headache,
21 possibly because she had nose spray at bedtime and not use to it. Nevertheless,
22 she feels she can't go to school. **I will take her to ur house at 9.** She does not
23 feel like packing. Another day would probably be better. I notified the school of
24 her absence. Rylee would like you to cancel her activities." You then sent a
25 second text, "R u home to take care of rye?" I responded, "Yes. She did not have
26 a reaction from the nose spray at Dr. McKnight's office. It is either a reaction to
27 getting two doses in one day or something else entirely."

28 Kirk's email to Vivian 12.3.15.

29 In this same email, Kirk set forth all of the times the parties had handled the doctor's
30 appointments in compliance with Section 5 and Subsection 8.1. A true and correct copy of this
31 12.3.15 email and all of the attached texts and email are collectively attached hereto as Exhibit
32 "1" and by this reference incorporated herein.

33 In an effort to avoid any conflict in front of Rylee and in front of the staff at the doctor's
34 office, Kirk offered to compromise:

1 I will take Rylee to Dr. Wong's office at 10:00 a.m. tomorrow. In the spirit
2 of compromise and to avoid any conflict at Dr. Wong's office in front of Rylee and
3 his staff, I am willing to allow you to drive Rylee to your house after the
4 procedure. As I wrote previously, Rylee will likely not be feeling well after the
5 procedure and it is in Rylee's best interest to not be making custody transfers just
6 hours after the procedure. Hopefully, you will see the wisdom in this proposal
7 and that it is indisputably in Rylee's best interest.

8 **Under no circumstances are you to come to my home on Friday**
9 **morning and create an unnecessary conflict in front of Rylee.** I am
10 sure Rylee is already feeling anxious about having two teeth extracted.

11 Exh. "1" (emphasis already included).

12 Despite it being clear that all of this was going to take place during Kirk's time to care
13 for Rylee, despite of an unequivocal history of compliance with Section 5 set forth in Kirk's
14 email, and despite Kirk's willingness to compromise for the sake of Rylee, Vivian responded
15 as an emboldened bully:

16 At 6:39 p.m. on December 3, 2015, Vivian responded:

17 I always have and will continue to do what's best for my children. Rylee has
18 asked me to take her to the Drs appt. and has spoken to you expressing the same.
19 I believe making transfer immediately before her scheduled surgery will aid Rylee
20 to make the transition after her surgery much easier on her.

21 The transfer is made 9 when not in school according to agreement. I've spoken
22 to my atty and sent him your texts emails Etc. He agrees transfer is at 9 if she is
23 not in school. That is what we've always done.

24 I've forwarded the attached PDF files you sent me to Radford for his review. I
25 have not read them. If you have any more legal concerns regarding this issue
26 please have your atty contact Radford.

27 I'll see Rylee at 9. Remember no food or drink & bring your 1/2 of the pymt for
28 the procedure.

29 The allegations in Vivian's email are contrary to the requirements of Section 5 and
30 Subsection 8.1. Her factual assertions are false and fly in the face of the actual course of
31 conduct of the parties. Vivian feigns ignorance of the truth by claiming she has not read the
32 attachments to Kirk's email, which sets forth the undeniable history of compliance and
33 adherence to Section 5. Although Vivian undoubtedly read the attachments, Vivian knows the
34 truth. However, Vivian was not going to let the truth interfere with Vivian's current agenda.

35 ...

36 ...

37 ...

1 At 7:58 p.m. that same day, Kirk sent the following email to Vivian: "That is not what
2 we have always done. There is no transfer at nine. DO NOT COME TO MY HOUSE DURING
3 MY CUSTODY TIME WITH RYLEE AS YOU ARE INTENTIONALLY INTERFERING WITH
4 MY RELATIONSHIP WITH RYLEE DURING MY TIME WITH HER."

5 When Kirk picked up Rylee from school the afternoon of Thursday, December 3, 2015,
6 Rylee asked Kirk about her appointment with Dr. Wong. Kirk told Rylee that he would
7 probably take her to the appointment and since she probably would not be feeling well after
8 the appointment and would need to sleep, that her mother would probably take her home after
9 the appointment. Later that evening, Rylee told Kirk that Vivian and she had already planned
10 for Vivian to take her to the appointment and that she was going with Vivian the next morning.

11 Despite Kirk's emphatic emails to Vivian that she was not to come to his house the next
12 morning while Rylee was still in his care, Vivian showed up. Faced with the specter of an
13 unpleasant fight with Vivian in front of Rylee shortly before Rylee's already stressful operation,
14 having to physically restrain his own twelve year old daughter, or simply letting Rylee go with
15 Vivian, Kirk chose the latter. Kirk later drove to the appointment and waited until after the
16 surgery when Vivian left with Rylee – all during Kirk's time to care for Rylee.

17 At this point, Vivian is an unrestrained bully, who knowingly, intentionally, and
18 consistently is violating this Court's Orders, without any regard whatsoever of the best interests
19 of Rylee or Brooke.

20 **B. Vivian Has Continued to Knowingly and Wilfully Violate This Court's**
21 **Orders Regarding Brooke Since the Filing of the Second Motion for**
an Order to Show Cause was filed on October 12, 2015

22 Despite the Court's unequivocal orders, Vivian has continued to violate the Custody
23 Order, including violating the Court's explicit orders on September 22, 2015, since the filing
24 of the second Motion for an Order to Show Cause was filed on October 12, 2015.

25 Kirk was to have custody of Brooke for five days, from after school on October 15, 2015
26 until after school on October 19, 2015. Brooke's older sister, Whitney, was visiting and staying
27 at Kirk's home. Brooke did not come to Kirk's home until after 11:00 p.m. the evening of
28 October 16, 2015 and left the morning of October 19, 2015. The only time Brooke spent with

1 Kirk during this entire time period was when Brooke was spending time with Whitney and Kirk
2 was in the same room.

3 Kirk was to have custody of Brooke for two days, from after school on October 21, 2015
4 until after school on October 23, 2015. Brooke did not come to Kirk's home at any time during
5 this custody period.

6 Kirk was to have custody of Brooke for six days, from after school on October 28, 2015
7 until the beginning of school on November 3, 2015. Brooke did not come to Kirk's home until
8 after 9:45 p.m. the night of October 28, 2015 and went directly to her bedroom and shut the
9 door. Brooke was gone most of the next day. At about 6:45 p.m., she asked Kirk if she could
10 spend the night at her friend's house. Kirk said that she could. Brooke walked out the door at
11 about 7:00 p.m. and announced she would not see Kirk the rest of the week.

12 Kirk was to have custody of Brooke for two days, from after school on November 4, 2015
13 until after school on November 6, 2015. Brooke did not come to Kirk's home at any time
14 during this custody period.

15 Kirk was to have custody of Brooke from 9:00 a.m. on November 11, 2015 until after
16 school on November 16, 2015. Brooke did not come to Kirk's home until almost midnight on
17 November 13, 2015 and went directly to her bedroom and shut the door. Brooke left the
18 morning of November 16, 2015 without spending any time with Kirk, despite his efforts to
19 spend time with her.

20 Kirk was to have custody of Brooke for two days from after school on November 18, 2015
21 until after school on November 20, 2015. Brooke did not come to Kirk's home at any time
22 during this custody period.

23 Kirk was to have custody of Brooke for two days from after school on December 2, 2015
24 until after school on December 4, 2015. Brooke did not come to Kirk's home at any time during
25 this custody period.

26 Kirk was to have custody of Brooke for five days from after school on December 9, 2015
27 until after school on December 14, 2015. As of the time of the filing of this motion, Brooke has
28 not come to Kirk's home at any time during this custody period.

1 During the brief periods Brooke has been at Kirk's home since October 12, 2015, Kirk
2 has continued to attempt to talk with Brooke. Each attempt was rebuffed by Brooke with a
3 curt "ok" and a request to leave Brooke's bedroom.

4 Neither Vivian nor Brooke has provided Kirk with Brooke's class schedule, despite Kirk's
5 requests.

6 **II. ARGUMENT**

7 **A. Vivian is Knowingly and Wilfully Continuing to Violate this Court's** 8 **Orders**

9 Vivian is now knowingly and wilfully violating this Court's Orders regarding both Brooke
10 and Rylee. This most recent intentional interference with Kirk's time to care for Rylee is
11 inexcusable, but indicative of a bully who has no respect for the Court's Orders, no respect for
12 the other parent's custody time with the children, and no sensitivity whatsoever of what is the
13 best interests of the children.

14 Vivian is continuing to actively interfere with Kirk's relationship with Brooke by
15 enabling her to come and go as she pleases in the very car Vivian gave to her to do so. She has
16 also given Brooke money so Brooke could buy meals at restaurants, rather than eat her meals
17 with Kirk and Rylee.

18 **B. It is Critical that Brooke Spend as Much Time as Possible with Kirk** 19 **As Soon As Possible**

20 All authorities agree that efforts to re-establish the relationship between Brooke and
21 Kirk will be unsuccessful unless the child and the targeted parent spend a significant amount
22 of time together. See STANLEY S. CLAWAR & BRYNNE V. RIVLIN, CHILDREN HELD
23 HOSTAGE, 2nd Ed. (ABA 2013), p. 222; RICHARD A. WARSHAK, DIVORCE POISON, 2nd Ed.,
24 (Regan Books 2010), p. 273-275. "As a general rule, we have found that change of the physical
25 environment and increased social contact with the target parent are the major positive ways
26 to deprogramme a child. The more continuous and regular contact the child has with the
27 programmer and brainwasher, the more likely the process is to continue and damage is to
28 increase." CHILDREN HELD HOSTAGE, p. 229.

1 The longer Vivian has the opportunity to continue with her wilful non-compliance with
2 the Custody Order and this Court's other orders, the more likely it is that future efforts to repair
3 the damage will fail. The literature makes it clear that the longer we wait to significantly
4 increase the contact, the more likely it is that any remedial effort will fail. Patience and delay
5 are not viable options if Brooke is to be saved from the permanent devastating effects of the
6 alienation and the relationship between Brooke and Kirk is to be salvaged.

7 The extremeness of Brooke's behavior and attitude towards Kirk is cause for alarm:

8 **Mental health professionals agree that to prevent the alienation**
9 **and its resulting injuries from becoming permanent, swift decisive**
10 **action by the courts is necessary.** If the alienation is permitted to continue,
11 the "destructive dynamic" becomes "entrench[ed]" and the children's positions
12 solidified. Appropriate contact between the target parent and the child must be
13 reestablished **quickly** because delays only "consolidate and reward the child's
14 phobic or recalcitrant stance." Unfortunately, all too often, courts are reluctant
15 to take the required action until a child has deteriorated to a dangerous level.

16 Moreover, because alienation can be subtle and insidious and its
17 devastating effects potentially permanent and irreversible, most experts conclude
18 that in severe instances **the only "treatment" that prevents alienation**
19 **from continuing, effectively reverses it and enables reconciliation**
20 **with the target is the immediate transfer of custody to the target**
21 **parent. In every one of the reported studies of parental alienation,**
22 **interventions that did not include a transfer of custody did not**
23 **improve the target parent-child relationship while the transfer of**
24 **custody almost always did. The hundreds of children that were**
25 **transferred and later interviewed expressed gratitude and relief that**
26 **they were compelled to see and be with their parents and get to know**
27 **them. When therapy was instituted without a change of custody,**
28 **however, the alienation often became more severe and the situation**
deteriorated. ¶

20 Chaim Steinberger, *Father? What Father? Parental Alienation and Its Effect on Children –*
21 *Part Two*, (NYSBA Family Law Review 2006) at 11 (emphasis added) (citations omitted).

22 Kirk respectfully urges the Court to send an unmistakable and resounding message to
23 Vivian that Vivian's disparagement of Kirk to Brooke will not be tolerated, and that any
24 interference with the custody schedule to which Vivian agreed, and which this Court ordered,
25 shall not be tolerated, by once again issuing an order to appear and show cause why Vivian
26 should not be held in contempt. Kirk also respectfully urges the Court to send an unmistakable
27 and resounding message to Vivian that Vivian's knowing and intentional violations of the
28 Custody Order regarding Rylee will also not be tolerated, by issuing an order to appear and

1 show cause why Vivian should not be held in contempt.

2 NRS 22.010(3) provides as follows:

3 **Acts or omissions constituting contempt.** The following acts
4 or omissions shall be deemed contempts:

5 3. Disobedience or resistance to any lawful writ, order, rule
6 or process issued by the court or judge at chambers.

7 DATED this ¹⁴~~10~~ day of December, 2015.

8 KAINEN LAW GROUP, PLLC

9
10 By: 

11 EDWARD L. KAINEN, ESQ.
12 Nevada Bar No. 5029
13 3303 Novat Street, Suite 200
14 Las Vegas, Nevada 89129
15 *Attorneys for Plaintiff*
16
17
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21
22
23
24
25
26
27
28

AFFIDAVIT OF KIRK HARRISON


STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

KIRK HARRISON., being first duly sworn, deposes and states:

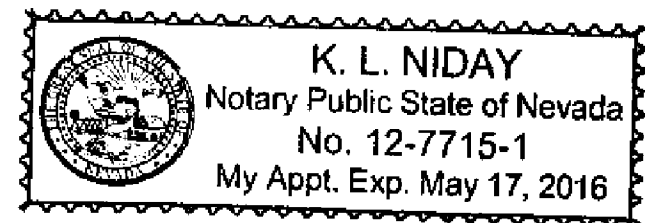
That I am the Plaintiff in the above-entitled action.


That the facts set forth in the foregoing Supplement to Motion for an Order to Show Cause are true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.


KIRK HARRISON

SUBSCRIBED AND SWORN to before me
this 10th day of December, 2015.




NOTARY PUBLIC in and for said
County and State

KAINEN LAW GROUP, PLLC
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Las Vegas, Nevada 89129
702.823.4900 • Fax 702.823.4488
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10th day of December, 2015, I caused to be served the ***Supplement to Plaintiff's Motion for an Order to Show Cause Why Defendant Should Not Be Held In Contempt for Continuing to Knowingly and Intentionally Violations of Section 5 of the Stipulation and Order Resolving Parent/Child Issues and this Court's Order of October 1, 2015*** to all interested parties as follows:

___ BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

___ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

___ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

X BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet, to the following e-mail address(es):

Ksmith@radfordsmith.com
Gvarshney@radfordsmith.com
Jhoeft@radfordsmith.com


An Employee of
KAINEN LAW GROUP, PLLC

EXHIBIT “1”

**Texts and Email Regarding Custody of Rylee When School is in Session
on Friday, December 4, 2015**

11.30.15 3:02 p.m. (Vivian text to Kirk) Rylee has two teeth scheduled to be extracted by Dr. Wong This Friday at 10:45 per Dr. Noordas orders. Nothing to eat or drink after midnight since she will be put to sleep. If you have insurance coverage for her please bring info. with you if you're able to make appt otherwise, please call their office & provide. Cost is \$855 for procedure and they are expecting pymt in full at time of surgery. Rylee has asked to be able to sleep in & not go to classes that morning since she is unable to eat or drink Etc. She's asked that I pick her up & take her to Dr office at 10.

11.30.15 4:09 p.m. (Kirk text to Vivian) Please send me contact info for dr Wong. I will take her

11.30.15 (Vivian text to Kirk) Don't have. . call dr Noorda. Friday is my scheduled day so I will be picking her up at 10

11.30.15 (Kirk text to Vivian) My mistake. I thought it was my scheduled day.

12.1.15 7:55 a.m. (Kirk email to Vivian)

This is a follow up to our texts last night. Since you have had Brooke and Rylee the last two weekends, I erroneously thought last night they were with me this weekend. Although this is your weekend to have the children, Rylee is still in my custody until after school at 2:11 p.m. this Friday. Assuming for a moment that Rylee did not have the appointment this Friday, but woke up too ill to go to school. Because it is a school day, she would remain in my custody until after school at 2:11 p.m. The same is true in connection with her appointment this Friday. The fact that Rylee does not want to go to school before her appointment, does not make it a non-school day. Friday is not your scheduled day until after 2:11 p.m.

I will take Rylee to the appointment at 10:00 a.m. and I will take Rylee home after the appointment. However, if Rylee is groggy and sleepy after the procedure and it is acceptable to you, I will drive her directly to your house. If Rylee is groggy and sleepy after the procedure, which I suspect will be the case, it does not make sense for her to go home with me only to be transferred to your house an hour or two later.

I have provided the insurance information to Dr. Wong's office.

12.1.15 8:15 a.m. (Kirk text to Vivian) Sent email to you this morning regarding this Friday

12.2.15 1:54 p.m. (Vivian text to Kirk) Kirk, yes I had the girls thanksgiving weekend, since you had them last thanksgiving weekend and will have them next thanksgiving weekend, which has nothing to do with the issue of Friday's transfer. Your most recent interpretation of the provision is incorrect and not consistent with these transfers to date. For the past 3.5 yrs you have had me take the girls to your house if they were sick & didn't attend school. Rylee has asked that I take her. I will pick up Rylee at 9:00 (per agreement) on Friday from your house if she isn't in school. This will make her transition easier after her surgery.

December 3, 2015

Vivian,

Rylee asked about this Friday this morning. I told her that you and I were working it out, but that I would probably take her to the appointment and you would probably drive her home, as she may not be feeling well after the procedure. Rylee was fine with my response. Later, Rylee said that you and she exchanged texts, and said since you and she already planned for you to take her, that you should take her. You need to stop this kind of manipulation. It is doing much more harm to Brooke and Rylee than you realize.

The applicable language from the Custody Order provides: "KIRK shall have the children in his care from Wednesday after school, or Wednesday at 9:00 a.m. when the children are not in school, **until Friday after school**, or Friday at 9:00 a.m. when the children are not in school." Paragraph 8.1 makes a distinction between when school is in session and "when school is not in session." The latter time being when the parent to whom the custody of the children is being transferred, picks up the children from the other parent's residence.

School is still in session this Friday. This language is clear that my custody continues, when school is in session, until after school. Based upon your strained interpretation, you could schedule a three day vacation with Rylee by simply telling Rylee to miss school on a Friday and picking her up at my house at 9:00 a.m. that Friday morning. That is not how it works during my custody period.

Your recollection of what has transpired during the past three and one-half years is inaccurate. You erroneously assert, "For the past 3.5 yrs you have had me take the girls to your house if they were sick & didn't attend school." This is simply false. The following is what has actually occurred:

11.26.12 You were in Cabo San Lucas. This was the Monday after the Thanksgiving Visitation. I had forgotten about the Sunday 7:00 p.m. provision in Paragraph 7.3 and assumed I took Brooke and Rylee to school that Monday morning as I always do after having them during the weekend. Rylee telephoned me from school saying she was ill and asked that I come get her. I telephoned you to let you know that Rylee was ill and home asleep. You were upset that I did not take Rylee to the Atkinson's house, despite the fact Rylee was ill and you were out of the country. When Rylee woke up shortly before noon, I walked her over to the Atkinson house, despite the fact you were still not there.

You were out of the country (although flying back that day), Rylee was ill, and wanted to be with her dad.

3.6.13 This was a Wednesday when school was in session. My custody did not start until after school that day. However, you brought Rylee over at 9:20 a.m. because she was ill. Contrary to your recent text, you were the one that made this decision. I

did not insist that you bring her over in anyway whatsoever. On March 6, 2013, at 8:12 a.m., you sent me the following text: "Rylee has headache, possibly because she had nose spray at bedtime and not use to it. Nevertheless, she feels she can't go to school. **I will take her to ur house at 9.** She does not feel like packing. Another day would probably be better. I notified the school of her absence. Rylee would like you to cancel her activities." You then sent a second text, "R u home to take care of rye?" I responded, "Yes. She did not have a reaction from the nose spray at Dr. McKnight's office. It is either a reaction to getting two doses in one day or something else entirely."

I was happy to take care of Rylee while she was ill and assumed you had something else you wanted to do.

- 5.22.13 This was a Wednesday morning when school was in session. You sent me a text at 8:04 a.m., "Brooke not feeling well. Taking her to see Dr. Smith 9:15 a.m." This was consistent with the applicable provision as school was in session.
- 10.4.13 This was a Friday. I took Brooke to an appointment with Dr. Smith to examine her leg.
- 12.11.13 This was a Wednesday morning when school was in session. You took Brooke to the orthodontist appointment consistent with the provision. I was also there during the appointment. Rylee's orthodontist appointment was after school the same day, so, consistent with the provision, I took Rylee to her appointment.
- 3.7.14 This was a Friday when school was in session. I took Brooke to a follow up appointment with Dr. Bonn. This is the same office as Dr. Wong.
- 4.21.14 This was a Monday when school was in session. Consistent with the provision, I took Brooke to an appointment with Dr. Noorda in the morning. You insisted that you take Brooke to school. I told you that according to the Custody Order, you did not get Brooke until after school and that I needed to take Brooke to school. However, you would not relent, and so to avoid a fight in front of Brooke, I told Brooke to go with you. However, later that day I sent you a text at 9:38 a.m., which provided, "Did not want to have a fight in front of Brooke. The Order clearly provides, "VIVIAN shall have the children in her care each Monday from after school. . ."
- 3.25.15 This was a Wednesday morning when school was in session. You took Brooke to an appointment with Dr. Noorda, which was in the morning. This was consistent with the provision. I also attended the appointment. Also consistent with the provision, you then took Brooke to school. It is noteworthy that you had a different perspective when you were supposed to take Brooke to school after the appointment.

4.10.15 This was a Friday when school was in session. Brooke had gone with you to a concert the night before and had gotten home very late. When I tried to get Brooke up for school she said she had a severe headache and was very tired. Brooke did not go to school, but stayed with me until after school was over. This was consistent with the provision.

As you can readily see from the foregoing, I never “had [you] take the girls to [my] house if they were sick & didn’t attend school.” It is important that both you and I comply with the terms of the Custody Order.

Since you were well aware that Rylee was to be in my custody this Friday until after school at 2:11 p.m., it was inappropriate for you to be deciding with Rylee as to whether she goes to class, whether you are driving her, etc. You were purposefully interfering with my relationship with Rylee during my custody time and are continuing to do so.

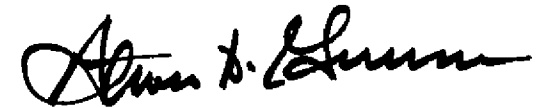
I will take Rylee to Dr. Wong’s office at 10:00 a.m. tomorrow. In the spirit of compromise and to avoid any conflict at Dr. Wong’s office in front of Rylee and his staff, I am willing to allow you to drive Rylee to your house after the procedure. As I wrote previously, Rylee will likely not be feeling well after the procedure and it is in Rylee’s best interest to not be making custody transfers just hours after the procedure. Hopefully, you will see the wisdom in this proposal and that it is indisputably in Rylee’s best interest.

Under no circumstances are you to come to my home on Friday morning and create an unnecessary conflict in front of Rylee. I am sure Rylee is already feeling anxious about having two teeth extracted.

Just so the record is clear, you have an undeniable history of deliberately interfering with my relationship with Brooke and Rylee while they are in my custody. This pattern of intentional interference must stop immediately. Attached are the recent texts and email between us concerning this matter.

Kirk

EXHIBIT “26”



CLERK OF THE COURT

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19 Co-counsel for Plaintiff

20 **DISTRICT COURT**
21 **CLARK COUNTY, NEVADA**

22 KIRK ROSS HARRISON,

23 Plaintiff,

24 vs.

25 VIVIAN MARIE LEE HARRISON,

26 Defendant.

CASE NO. D-15-443611-D
DEPT NO. Q

Date of Hearing: January 20, 2016
Time of Hearing: 10:00 AM

ORAL ARGUMENT REQUESTED:
YES _____ NO _____

27 **PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD**
28 **NOT BE HELD IN CONTEMPT FOR CONTINUING TO KNOWINGLY AND**
29 **INTENTIONALLY VIOLATE OF SECTION 5 OF THE STIPULATION AND ORDER**
30 **RESOLVING PARENT/CHILD ISSUES AND THIS COURT'S ORDER OF OCTOBER 1, 2015**

31 COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys EDWARD
32 L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS J. STANDISH, ESQ., of the
33 law firm STANDISH LAW GROUP, and hereby moves this Court, pursuant to NRS 22.010(3), for an
34 Order to Show Cause why Defendant should not be held in contempt for knowingly and intentionally
35 violating Section 5 of the Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012, and
36 this Court's order on October 1, 2015.

1 This Motion is made and based upon the papers and pleadings on file herein, the Affidavit of
2 Plaintiff attached hereto, the Points and Authorities submitted herewith, and oral argument of counsel
3 to be adduced at the time of hearing.

4 DATED this 16th day of December, 2015.

5 KAINEN LAW GROUP, PLC

6
7 By: 

8 EDWARD L. KAINEN, ESQ.
9 Nevada Bar No. 5029
3303 Novat Street, Suite 200
10 Las Vegas, Nevada 89129
Attorneys for Plaintiff

11 **NOTICE OF MOTION**

12 TO: VIVIAN MARIE HARRISON, Defendant; and

13 TO: RADFORD SMITH, ESQ. and GARY SILVERMAN, ESQ., counsel for Defendant:

14 PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on for
15 hearing before the above-entitled Court on the 20th day of January, 2016, at the hour of
16 10:00 a.m., or as soon thereafter as counsel may be heard.

17 DATED this 16th day of December, 2015.

18 KAINEN LAW GROUP, PLLC

19
20 By: 

21 EDWARD L. KAINEN, ESQ.
22 Nevada Bar No. 5029
3303 Novat Street, Suite 200
23 Las Vegas, Nevada 89129
Attorneys for Plaintiff

MEMORANDUM OF POINTS AND AUTHORITIES

The points and authorities filed, on October 12, 2015, in support of *Plaintiff's Motion for an Order to Show Cause Why Defendant Should Not Be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues and this Court's Order of October 1, 2015*; the points and authorities filed, on August 21, 2015, in support of *Plaintiff's Motion for an Order to Show Cause Why Defendant Should Not Be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues*, filed July 11, 2012; this Court's Order of October 30, 2013; the points and authorities filed, on September 18, 2015, in support of *Plaintiff's Reply in support of Motion for an Order to Show Cause Why Defendant Should Not Be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues*, filed July 11, 2012, and this Court's Order of October 30, 2013 and the points and authorities filed, on September 18, 2015, in support of *Plaintiff's Opposition to Countermotion for Modification of Custody of Minor Child, Emma Brooke Harrison ("Brooke")* are hereby incorporated by this reference as though set forth in full herein.

I. INTRODUCTION

Vivian is continuing to demonstrate no respect whatsoever for the Orders of this Court. Vivian is continuing to knowingly and intentionally violate Section 5 of the Stipulation and Custody Order of this Court. Vivian believes she can do whatever she wants and there will be no consequence for her intentional and wrongful behavior.

Vivian is now wrongfully involving Rylee in her intentional violations of this Court's Orders. Vivian is also continuing to cause Brooke not to abide by the terms of the Stipulation and Custody Order.

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1 **I. STATEMENT OF FACTS**

2 **A. Vivian Has Continued to Knowingly and Wilfully Violate This Court's**
3 **Orders**

4 Section 5 of the Stipulation and Custody Order of this Court, dated July 11, 2012,
5 provides:

- 6 5. *Weekly Division of Time with Minor Child:* The parties shall share
7 joint physical custody of the minor children. VIVIAN shall have
8 the children in her care each Monday from after school, or Monday
9 at 9:00 a.m. when the children are not in school (subject to the
10 provisions of paragraph 7.6), until Wednesday after school, or
11 Wednesday at 9:00 a.m. when the children are not in school.
12 **KIRK shall have the children in his care** from Wednesday
13 after school, or Wednesday at 9:00 a.m. when the children are not
14 in school, **until Friday after school**, or Friday at 9:00 a.m.
15 when the children are not in school. The parties shall alternate
16 weekends with the children, from Friday after school, or Friday at
17 9:00 a.m. when the children are not in school, until Monday after
18 school, or Monday at 9:00 a.m. when the children are not in
19 school.

20 (Emphasis added.)

21 Subsection 8.1 of the Stipulation and Custody Order makes a distinction between when
22 school is in session and "when school is not in session." The former time being when the
23 parent to whom the custody of the children is being transferred, picks up the children after
24 school at the school. The latter time being when the parent to whom the custody of the
25 children is being transferred, picks up the children from the other parent's residence.

26 In accordance with Section 5, when the children have had doctor's appointments in the
27 morning when school is in session in the past, the parent who then has custody until after
28 school, takes the child to the appointment. Also in accordance with Section 5, the same parent
has taken the child back to school after the appointment, although there was one prior occasion
when Vivian, erroneously, insisted upon taking Brooke back to school, when Brooke was not
in her custody.

Vivian's after the fact convenient interpretation flies in the face of the historical conduct
of the parties. Vivian's after the fact inconsistent interpretation also would lead to nonsensical
consequences. Under Vivian's new interpretation, if it is a Friday and school is in session and

1 Brooke goes to school, but Rylee stays home ill, then Vivian would assert that Brooke remains
2 in Kirk's custody until after school, but custody changes for Rylee at 9:00 a.m. What if a family
3 had five children and one became ill. Under Vivian's new interpretation, four children would
4 remain in the same custody and one would change custody. It doesn't make any sense. What
5 if it is a Friday and both Brooke and Rylee go to school, but Rylee gets becomes ill after she
6 goes to school. If she becomes ill before 9:00 a.m., according to Vivian custody would change.
7 If Rylee becomes ill after 9:00 a.m., would custody still change? All of the foregoing,
8 demonstrates the importance of the distinction set forth in Section 8.1 as between when school
9 is in session and when school is not in session. When school is in session the custody changes
10 after school – not at 9:00 a.m. This is true irrespective of whether a child becomes ill or when
11 that child becomes ill.

12 The Court will readily see below that Vivian's claimed justification for what she did
13 radically changed. Initially, Vivian erroneously claimed that she was going to take Rylee from
14 Kirk's home because , "For the past 3.5 yrs **you have had me** take the girls to your house if
15 they were sick & didn't attend school." (Emphasis added). However, when Kirk clearly showed
16 Vivian that was absolutely not true and the undeniable historical manner the parties have
17 handled such circumstances was diametrically opposite of her position, Vivian's claimed, after
18 the fact, justification for her outrageous conduct became her new interpretation of Section 5.

19 Unfortunately, Vivian is now emboldened in her belief the Court will not enforce its
20 orders and she is now knowingly and intentionally violating Section 5 regarding Rylee as well.

21 An appointment was made for Rylee to have two baby teeth pulled. The appointment
22 was made for 10:45 a.m. on Friday, December 4, 2015, when the children were in Kirk's care
23 until after school and school was in session. Despite these undeniable facts and the history of
24 the parents complying with the Court's Order previously under the same circumstances, Vivian
25 made plans with Rylee for her to not attend any classes Friday morning, while in Kirk's
26 custody, for Vivian to pick up Rylee from Kirk's home, for Vivian to take her to the
27 appointment, and for Vivian to then take her to Vivian's house after the appointment. Vivian's
28 text to Kirk on November 30, 2015 at 3:02 p.m. is as follows:

1 Rylee has two teeth scheduled to be extracted by Dr. Wong This Friday at 10:45
2 per Dr. Noordas orders. Nothing to eat or drink after midnight since she will be
3 put to sleep. If you have insurance coverage for her please bring info. with you
4 if you're able to make appt otherwise, please call their office & provide. Cost is
5 \$855 for procedure and they are expecting pymt in full at time of surgery. Rylee
6 has asked to be able to sleep in & not go to classes that morning since she is
7 unable to eat or drink Etc. She's asked that I pick her up & take her to Dr office
8 at 10.

9 Shortly thereafter, at 4:09 p.m., Kirk responded, "Please send me contact info for dr
10 Wong. I will take her." However, Vivian is adamant that she is picking up Rylee from Kirk's
11 home when Rylee is in Kirk's care while school is in session and the parties exchanged
12 additional texts.

13 In one of these texts Vivian erroneously asserted, "For the past 3.5 yrs **you have had**
14 **me** take the girls to your house if they were sick & didn't attend school." (Emphasis added).
15 There is no truth whatsoever to this assertion. Kirk has never had Vivian take the girls to his
16 house if they were sick and did not attend school. Kirk reviewed his texts with Vivian and found
17 there was one occasion when **Vivian** chose to bring Rylee to Kirk's house when Rylee was sick.
18 Kirk assumed Vivian had something else she either wanted or had to do and was happy to take
19 care of Rylee. In an email to Vivian on December 3, 2015, Kirk explained to Vivian what
20 actually occurred:

21 This [3.6.13] was a Wednesday when school was in session. My custody did not
22 start until after school that day. However, you brought Rylee over at 9:20 a.m.
23 because she was ill. Contrary to your recent text, you were the one that made this
24 decision. I did not insist that you bring her over in anyway whatsoever. On
25 March 6, 2013, at 8:12 a.m., you sent me the following text: "Rylee has headache,
26 possibly because she had nose spray at bedtime and not use to it. Nevertheless,
27 she feels she can't go to school. **I will take her to ur house at 9.** She does not
28 feel like packing. Another day would probably be better. I notified the school of
her absence. Rylee would like you to cancel her activities." You then sent a
second text, "R u home to take care of rye?" I responded, "Yes. She did not have
a reaction from the nose spray at Dr. McKnight's office. It is either a reaction to
getting two doses in one day or something else entirely."

Kirk's email to Vivian 12.3.15.

In this same email, Kirk set forth all of the times the parties had handled the doctor's
appointments in compliance with Section 5 and Subsection 8.1. A true and correct copy of this
12.3.15 email and all of the attached texts and email are collectively attached hereto as Exhibit

1 "1" and by this reference incorporated herein.

2 In an effort to avoid any conflict in front of Rylee and in front of the staff at the doctor's
3 office, Kirk offered to compromise:

4 I will take Rylee to Dr. Wong's office at 10:00 a.m. tomorrow. **In the**
5 **spirit of compromise** and to avoid any conflict at Dr. Wong's office in front
6 of Rylee and his staff, I am willing to allow you to drive Rylee to your house after
7 the procedure. As I wrote previously, Rylee will likely not be feeling well after the
8 procedure and it is in Rylee's best interest to not be making custody transfers just
9 hours after the procedure. Hopefully, you will see the wisdom in this proposal
10 and that it is indisputably in Rylee's best interest.

11 **Under no circumstances are you to come to my home on Friday**
12 **morning and create an unnecessary conflict in front of Rylee.** I am
13 sure Rylee is already feeling anxious about having two teeth extracted.

14 Exh. "1" (emphasis already included).

15 Despite it being clear that all of this was going to take place during Kirk's time to care
16 for Rylee, despite an unequivocal history of compliance with Section 5 set forth in Kirk's email,
17 and despite Kirk's willingness to compromise for the sake of Rylee, Vivian responded as an
18 emboldened bully:

19 At 6:39 p.m. on December 3, 2015, Vivian responded:

20 I always have and will continue to do what's best for my children. Rylee has
21 asked me to take her to the Drs appt. and has spoken to you expressing the same.
22 I believe making transfer immediately before her scheduled surgery will aid Rylee
23 to make the transition after her surgery much easier on her.

24 The transfer is made 9 when not in school according to agreement. I've spoken
25 to my atty and sent him your texts emails Etc. He agrees transfer is at 9 if she is
26 not in school. That is what we've always done.

27 I've forwarded the attached PDF files you sent me to Radford for his review. I
28 have not read them. If you have any more legal concerns regarding this issue
please have your atty contact Radford.

I'll see Rylee at 9. Remember no food or drink & bring your 1/2 of the pymt for
the procedure.

The allegations in Vivian's email are contrary to the requirements of Section 5 and
Subsection 8.1. Her factual assertions are false and fly in the face of the actual course of
conduct of the parties. Vivian feigns ignorance of the truth by claiming she has not read the
attachments to Kirk's email, which sets forth the undeniable history of compliance and
adherence to Section 5. Although Vivian undoubtedly read the attachments, Vivian knows the
truth. However, Vivian was not going to let the truth interfere with Vivian's current agenda.

1 At 7:58 p.m. that same day, Kirk sent the following email to Vivian: "That is not what
2 we have always done. There is no transfer at nine. DO NOT COME TO MY HOUSE DURING
3 MY CUSTODY TIME WITH RYLEE AS YOU ARE INTENTIONALLY INTERFERING WITH
4 MY RELATIONSHIP WITH RYLEE DURING MY TIME WITH HER."

5 When Kirk picked up Rylee from school the afternoon of Thursday, December 3, 2015,
6 Rylee asked Kirk about her appointment with Dr. Wong. Kirk told Rylee that he would
7 probably take her to the appointment and since she probably would not be feeling well after
8 the appointment and would need to sleep, that her mother would probably take her home after
9 the appointment. Later that evening, after communicating with Vivian, Rylee told Kirk that
10 Vivian and she had already planned for Vivian to take her to the appointment and that she was
11 going with Vivian the next morning. In addition, Rylee told Kirk that he had previously made
12 Vivian take her to Kirk's house when she was vomiting and did not want to get into the car. As
13 demonstrated above, it was solely Vivian's decision to take Rylee in the car to Kirk's house
14 when Rylee was ill during Vivian's custody period.

15 This is yet one more example of Vivian's intentional alienation of Kirk from Brooke and
16 Rylee. Vivian convinced Rylee the reason she was taking her to Kirk's home when Rylee was
17 ill was because Kirk was making her do so. As a foreseeable consequence of Vivian's alienating
18 conduct, Rylee has falsely believed since that time that Kirk did not care about her to such an
19 extent that he made Vivian take her in the car when she was vomiting and did not want to go
20 in the car. But for this most recent incident, Kirk would never have discovered what Vivian did.
21 All he knew was that Vivian had sent him a text telling him that Rylee was ill and Vivian was
22 bringing Rylee to his home to take care of her.

23 Despite Kirk's emphatic emails to Vivian that she was not to come to his house the next
24 morning while Rylee was still in his care, Vivian showed up. Faced with the specter of an
25 unpleasant fight with Vivian in front of Rylee shortly before Rylee's already stressful operation,
26 having to physically restrain his own twelve year old daughter, or simply letting Rylee go with
27 Vivian, Kirk chose the latter. Kirk later drove to the appointment and waited until after the
28 surgery when Vivian left with Rylee – all during Kirk's time to care for Rylee.

1 At this point, Vivian is an unrestrained bully, who knowingly, intentionally, and
2 consistently is violating this Court's Orders, without any regard whatsoever of the best interests
3 of Rylee or Brooke.

4 **B. Vivian Has Continued to Knowingly and Wilfully Violate This Court's**
5 **Orders Regarding Brooke Since the Filing of the Second Motion for**
6 **an Order to Show Cause was filed on October 12, 2015**

7 Despite the Court's unequivocal orders, Vivian has continued to violate the Custody
8 Order, including violating the Court's explicit orders on September 22, 2015, since the filing
9 of the second Motion for an Order to Show Cause was filed on October 12, 2015.

10 Kirk was to have custody of Brooke for five days, from after school on October 15, 2015
11 until after school on October 19, 2015. Brooke's older sister, Whitney, was visiting and staying
12 at Kirk's home. Brooke did not come to Kirk's home until after 11:00 p.m. the evening of
13 October 16, 2015 and left the morning of October 19, 2015. The only time Brooke spent with
14 Kirk during this entire time period was when Brooke was spending time with Whitney and Kirk
15 was in the same room.

16 Kirk was to have custody of Brooke for two days, from after school on October 21, 2015
17 until after school on October 23, 2015. Brooke did not come to Kirk's home at any time during
18 this custody period.

19 Kirk was to have custody of Brooke for six days, from after school on October 28, 2015
20 until the beginning of school on November 3, 2015. Brooke did not come to Kirk's home until
21 after 9:45 p.m. the night of October 28, 2015 and went directly to her bedroom and shut the
22 door. Brooke was gone most of the next day. At about 6:45 p.m., she asked Kirk if she could
23 spend the night at her friend's house. Kirk said that she could. Brooke walked out the door at
24 about 7:00 p.m. and, while getting into her car, announced she would not see Kirk the rest of
25 the week.

26 Kirk was to have custody of Brooke for two days, from after school on November 4, 2015
27 until after school on November 6, 2015. Brooke did not come to Kirk's home at any time
28 during this custody period.

...

1 Kirk was to have custody of Brooke from 9:00 a.m. on November 11, 2015 until after
2 school on November 16, 2015. Brooke did not come to Kirk's home until almost midnight on
3 November 13, 2015 and went directly to her bedroom and shut the door. Brooke left the
4 morning of November 16, 2015 without spending any time with Kirk, despite his efforts to
5 spend time with her.

6 Kirk was to have custody of Brooke for two days from after school on November 18, 2015
7 until after school on November 20, 2015. Brooke did not come to Kirk's home at any time
8 during this custody period.

9 Kirk was to have custody of Brooke for two days from after school on December 2, 2015
10 until after school on December 4, 2015. Brooke did not come to Kirk's home at any time during
11 this custody period.

12 Kirk was to have custody of Brooke for five days from after school on December 9, 2015
13 until after school on December 14, 2015. Brooke did not come to Kirk's home until shortly
14 before 11:00 p.m. the night of December 11, 2015. Brooke left the morning of December 14,
15 2015.

16 During the brief periods Brooke has been at Kirk's home since October 12, 2015, Kirk
17 has continued to attempt to talk with Brooke. Each attempt was rebuffed by Brooke with a
18 curt "ok" and a request to leave Brooke's bedroom. Kirk and Brooke had the best
19 conversations they have had in six months on December 12, 2015. However, the very next day
20 Brooke was back to responding with a curt "ok" and a request to leave Brooke's bedroom.

21 Neither Vivian nor Brooke has provided Kirk with Brooke's class schedule, despite Kirk's
22 requests.

23 **II. ARGUMENT**

24 **A. Vivian is Knowingly and Wilfully Continuing to Violate this Court's** 25 **Orders**

26 Vivian is now knowingly and wilfully violating this Court's Orders regarding both Brooke
27 and Rylee. This most recent intentional interference with Kirk's time to care for Rylee is
28 inexcusable, but indicative of a bully who has no respect for the Court's Orders, no respect for

1 the other parent's custody time with the children, and no sensitivity whatsoever of what is the
2 best interests of the children.

3 Vivian is continuing to actively interfere with Kirk's relationship with Brooke by
4 enabling her to come and go as she pleases in the very car Vivian gave to her to do so. She has
5 also given Brooke money so Brooke could buy meals at restaurants, rather than eat her meals
6 with Kirk and Rylee.

7 **B. It is Critical that Brooke Spend as Much Time as Possible with Kirk**
8 **As Soon As Possible**

9 All authorities agree that efforts to re-establish the relationship between Brooke and
10 Kirk will be unsuccessful unless the child and the targeted parent spend a significant amount
11 of time together. See STANLEY S. CLAWAR & BRYNNE V. RIVLIN, CHILDREN HELD
12 HOSTAGE, 2nd Ed. (ABA 2013), p. 222; RICHARD A. WARSHAK, DIVORCE POISON, 2nd Ed.,
13 (Regan Books 2010), p. 273-275. "As a general rule, we have found that change of the physical
14 environment and increased social contact with the target parent are the major positive ways
15 to deprogramme a child. The more continuous and regular contact the child has with the
16 programmer and brainwasher, the more likely the process is to continue and damage is to
17 increase." CHILDREN HELD HOSTAGE, p. 229.

18 The longer Vivian has the opportunity to continue with her wilful non-compliance with
19 the Custody Order and this Court's other orders, the more likely it is that future efforts to repair
20 the damage will fail. The literature makes it clear that the longer we wait to significantly
21 increase the contact, the more likely it is that any remedial effort will fail. Patience and delay
22 are not viable options if Brooke is to be saved from the permanent devastating effects of the
23 alienation and the relationship between Brooke and Kirk is to be salvaged.

24 The extremeness of Brooke's behavior and attitude towards Kirk is cause for alarm:

25 **Mental health professionals agree that to prevent the alienation**
26 **and its resulting injuries from becoming permanent, swift decisive**
27 **action by the courts is necessary.** If the alienation is permitted to continue,
28 the "destructive dynamic" becomes "entrench[ed]" and the children's positions
solidified. Appropriate contact between the target parent and the child must be
reestablished **quickly** because delays only "consolidate and reward the child's
phobic or recalcitrant stance." Unfortunately, all too often, courts are reluctant

1 to take the required action until a child has deteriorated to a dangerous level.

2 Moreover, because alienation can be subtle and insidious and its
3 devastating effects potentially permanent and irreversible, most experts conclude
4 that in severe instances **the only “treatment” that prevents alienation**
5 **from continuing, effectively reverses it and enables reconciliation**
6 **with the target is the immediate transfer of custody to the target**
7 **parent. In every one of the reported studies of parental alienation,**
8 **interventions that did not include a transfer of custody did not**
9 **improve the target parent-child relationship while the transfer of**
10 **custody almost always did. The hundreds of children that were**
11 **transferred and later interviewed expressed gratitude and relief that**
12 **they were compelled to see and be with their parents and get to know**
13 **them. When therapy was instituted without a change of custody,**
14 **however, the alienation often became more severe and the situation**
15 **deteriorated.** ¶

16 Chaim Steinberger, *Father? What Father? Parental Alienation and Its Effect on*
17 *Children – Part Two*, (NYSBA Family Law Review 2006) at 11 (emphasis added) (citations
18 omitted).

19 Kirk respectfully urges the Court to send an unmistakable and resounding message to
20 Vivian that Vivian’s disparagement of Kirk to Brooke will not be tolerated, and that any
21 interference with the custody schedule to which Vivian agreed, and which this Court ordered,
22 shall not be tolerated, by once again issuing an order to appear and show cause why Vivian
23 should not be held in contempt. Kirk also respectfully urges the Court to send an unmistakable
24 and resounding message to Vivian that Vivian’s knowing and intentional violations of the
25 Custody Order regarding Rylee will also not be tolerated, by issuing an order to appear and
26 show cause why Vivian should not be held in contempt.

27 NRS 22.010(3) provides as follows:

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Acts or omissions constituting contempt. The following acts
or omissions shall be deemed contempts:

3. Disobedience or resistance to any lawful writ, order, rule
or process issued by the court or judge at chambers.

DATED this ^{16th} day of December, 2015.

KAINEN LAW GROUP, PLLC

By: 

EDWARD L. KAINEN, ESQ.
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AFFIDAVIT OF KIRK HARRISON

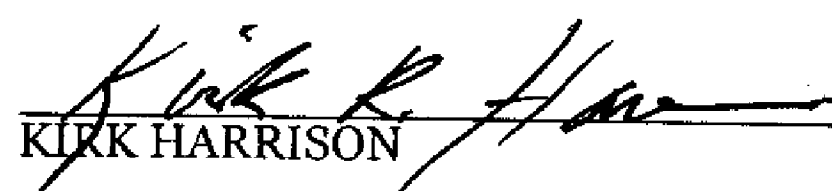
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

KIRK HARRISON., being first duly sworn, deposes and states:

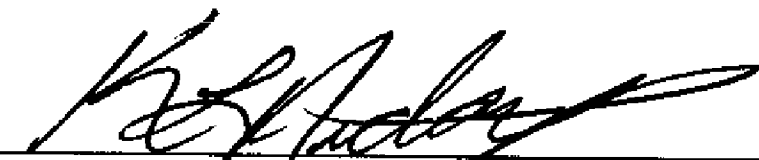
That I am the Plaintiff in the above-entitled action.

That the facts set forth in the foregoing Motion for an Order to Show Cause are true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.


KIRK HARRISON

SUBSCRIBED AND SWORN to before me
this 14th day of December, 2015.


NOTARY PUBLIC in and for said
County and State

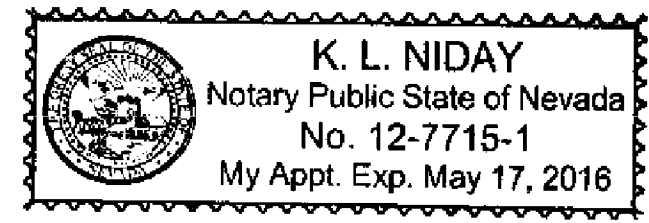


EXHIBIT “1”

December 3, 2015

Vivian,

Rylee asked about this Friday this morning. I told her that you and I were working it out, but that I would probably take her to the appointment and you would probably drive her home, as she may not be feeling well after the procedure. Rylee was fine with my response. Later, Rylee said that you and she exchanged texts, and said since you and she already planned for you to take her, that you should take her. You need to stop this kind of manipulation. It is doing much more harm to Brooke and Rylee than you realize.

The applicable language from the Custody Order provides: "KIRK shall have the children in his care from Wednesday after school, or Wednesday at 9:00 a.m. when the children are not in school, **until Friday after school**, or Friday at 9:00 a.m. when the children are not in school." Paragraph 8.1 makes a distinction between when school is in session and "when school is not in session." The latter time being when the parent to whom the custody of the children is being transferred, picks up the children from the other parent's residence.

School is still in session this Friday. This language is clear that my custody continues, when school is in session, until after school. Based upon your strained interpretation, you could schedule a three day vacation with Rylee by simply telling Rylee to miss school on a Friday and picking her up at my house at 9:00 a.m. that Friday morning. That is not how it works during my custody period.

Your recollection of what has transpired during the past three and one-half years is inaccurate. You erroneously assert, "For the past 3.5 yrs you have had me take the girls to your house if they were sick & didn't attend school." This is simply false. The following is what has actually occurred:

11.26.12 You were in Cabo San Lucas. This was the Monday after the Thanksgiving Visitation. I had forgotten about the Sunday 7:00 p.m. provision in Paragraph 7.3 and assumed I took Brooke and Rylee to school that Monday morning as I always do after having them during the weekend. Rylee telephoned me from school saying she was ill and asked that I come get her. I telephoned you to let you know that Rylee was ill and home asleep. You were upset that I did not take Rylee to the Atkinson's house, despite the fact Rylee was ill and you were out of the country. When Rylee woke up shortly before noon, I walked her over to the Atkinson house, despite the fact you were still not there.

You were out of the country (although flying back that day), Rylee was ill, and wanted to be with her dad.

3.6.13 This was a Wednesday when school was in session. My custody did not start until after school that day. However, you brought Rylee over at 9:20 a.m. because she was ill. Contrary to your recent text, you were the one that made this decision. I

did not insist that you bring her over in anyway whatsoever. On March 6, 2013, at 8:12 a.m., you sent me the following text: "Rylee has headache, possibly because she had nose spray at bedtime and not use to it. Nevertheless, she feels she can't go to school. **I will take her to ur house at 9.** She does not feel like packing. Another day would probably be better. I notified the school of her absence. Rylee would like you to cancel her activities." You then sent a second text, "R u home to take care of rye?" I responded, "Yes. She did not have a reaction from the nose spray at Dr. McKnight's office. It is either a reaction to getting two doses in one day or something else entirely."

I was happy to take care of Rylee while she was ill and assumed you had something else you wanted to do.

- 5.22.13 This was a Wednesday morning when school was in session. You sent me a text at 8:04 a.m., "Brooke not feeling well. Taking her to see Dr. Smith 9:15 a.m." This was consistent with the applicable provision as school was in session.
- 10.4.13 This was a Friday. I took Brooke to an appointment with Dr. Smith to examine her leg.
- 12.11.13 This was a Wednesday morning when school was in session. You took Brooke to the orthodontist appointment consistent with the provision. I was also there during the appointment. Rylee's orthodontist appointment was after school the same day, so, consistent with the provision, I took Rylee to her appointment.
- 3.7.14 This was a Friday when school was in session. I took Brooke to a follow up appointment with Dr. Bonn. This is the same office as Dr. Wong.
- 4.21.14 This was a Monday when school was in session. Consistent with the provision, I took Brooke to an appointment with Dr. Noorda in the morning. You insisted that you take Brooke to school. I told you that according to the Custody Order, you did not get Brooke until after school and that I needed to take Brooke to school. However, you would not relent, and so to avoid a fight in front of Brooke, I told Brooke to go with you. However, later that day I sent you a text at 9:38 a.m., which provided, "Did not want to have a fight in front of Brooke. The Order clearly provides, "VIVIAN shall have the children in her care each Monday from after school. . ."
- 3.25.15 This was a Wednesday morning when school was in session. You took Brooke to an appointment with Dr. Noorda, which was in the morning. This was consistent with the provision. I also attended the appointment. Also consistent with the provision, you then took Brooke to school. It is noteworthy that you had a different perspective when you were supposed to take Brooke to school after the appointment.

4.10.15 This was a Friday when school was in session. Brooke had gone with you to a concert the night before and had gotten home very late. When I tried to get Brooke up for school she said she had a severe headache and was very tired. Brooke did not go to school, but stayed with me until after school was over. This was consistent with the provision.

As you can readily see from the foregoing, I never "had [you] take the girls to [my] house if they were sick & didn't attend school." It is important that both you and I comply with the terms of the Custody Order.

Since you were well aware that Rylee was to be in my custody this Friday until after school at 2:11 p.m., it was inappropriate for you to be deciding with Rylee as to whether she goes to class, whether you are driving her, etc. You were purposefully interfering with my relationship with Rylee during my custody time and are continuing to do so.

I will take Rylee to Dr. Wong's office at 10:00 a.m. tomorrow. In the spirit of compromise and to avoid any conflict at Dr. Wong's office in front of Rylee and his staff, I am willing to allow you to drive Rylee to your house after the procedure. As I wrote previously, Rylee will likely not be feeling well after the procedure and it is in Rylee's best interest to not be making custody transfers just hours after the procedure. Hopefully, you will see the wisdom in this proposal and that it is indisputably in Rylee's best interest.

Under no circumstances are you to come to my home on Friday morning and create an unnecessary conflict in front of Rylee. I am sure Rylee is already feeling anxious about having two teeth extracted.

Just so the record is clear, you have an undeniable history of deliberately interfering with my relationship with Brooke and Rylee while they are in my custody. This pattern of intentional interference must stop immediately. Attached are the recent texts and email between us concerning this matter.

Kirk

**Texts and Email Regarding Custody of Rylee When School is in Session
on Friday, December 4, 2015**

11.30.15 3:02 p.m. (Vivian text to Kirk) Rylee has two teeth scheduled to be extracted by Dr. Wong This Friday at 10:45 per Dr. Noordas orders. Nothing to eat or drink after midnight since she will be put to sleep. If you have insurance coverage for her please bring info. with you if you're able to make appt otherwise, please call their office & provide. Cost is \$855 for procedure and they are expecting pymt in full at time of surgery. Rylee has asked to be able to sleep in & not go to classes that morning since she is unable to eat or drink Etc. She's asked that I pick her up & take her to Dr office at 10.

11.30.15 4:09 p.m. (Kirk text to Vivian) Please send me contact info for dr Wong. I will take her

11.30.15 (Vivian text to Kirk) Don't have. . call dr Noorda. Friday is my scheduled day so I will be picking her up at 10

11.30.15 (Kirk text to Vivian) My mistake. I thought it was my scheduled day.

12.1.15 7:55 a.m. (Kirk email to Vivian)

This is a follow up to our texts last night. Since you have had Brooke and Rylee the last two weekends, I erroneously thought last night they were with me this weekend. Although this is your weekend to have the children, Rylee is still in my custody until after school at 2:11 p.m. this Friday. Assuming for a moment that Rylee did not have the appointment this Friday, but woke up too ill to go to school. Because it is a school day, she would remain in my custody until after school at 2:11 p.m. The same is true in connection with her appointment this Friday. The fact that Rylee does not want to go to school before her appointment, does not make it a non-school day. Friday is not your scheduled day until after 2:11 p.m.

I will take Rylee to the appointment at 10:00 a.m. and I will take Rylee home after the appointment. However, if Rylee is groggy and sleepy after the procedure and it is acceptable to you, I will drive her directly to your house. If Rylee is groggy and sleepy after the procedure, which I suspect will be the case, it does not make sense for her to go home with me only to be transferred to your house an hour or two later.

I have provided the insurance information to Dr. Wong's office.

12.1.15 8:15 a.m. (Kirk text to Vivian) Sent email to you this morning regarding this Friday

12.2.15 1:54 p.m. (Vivian text to Kirk) Kirk, yes I had the girls thanksgiving weekend, since you had them last thanksgiving weekend and will have them next thanksgiving weekend, which has nothing to do with the issue of Friday's transfer. Your most recent interpretation of the provision is incorrect and not consistent with these transfers to date. For the past 3.5 yrs you have had me take the girls to your house if they were sick & didn't attend school. Rylee has asked that I take her. I will pick up Rylee at 9:00 (per agreement) on Friday from your house if she isn't in school. This will make her transition easier after her surgery.

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON
Plaintiff/Petitioner

v.
VIVIAN MARIE LEE HARRISON
Defendant/Respondent

Case No. Δ-15-443611-D

Dept. CP

**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: KIRK ROSS HARRISON Date 12/15/15

Signature of Party or Preparer

[Signature]

EXHIBIT “27”

NEOJ



CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

NOTICE OF ENTRY OF ORDER FROM DOMESTIC COURT MINUTES

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

Please take notice that an Order From Hearing has been entered in the above-entitled matter, a copy of which is attached hereto. I hereby certify that on the above file stamped date, I caused a copy of this Notice of Entry of Order From Domestic Court Minutes to be:

☒ E-Served pursuant to NEFCR 9 on, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Edward Kainen, Esq.
Thomas Standish, Esq.

Radford J. Smith, Esq.

1
2 ☒ E-Served pursuant to NEFCR 9 on, or mailed postage prepaid, addressed to,
3 the following attorney:

4 Gary Silverman, Esq.
5 6140 Plumas St., #200
6 Reno, NV 89519

7 /s/ Kimberly Weiss
8 Kimberly Weiss
9 Judicial Executive Assistant
10 Department Q
11
12
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1
2 ORDER



CLERK OF THE COURT

3
4 DISTRICT COURT

5 CLARK COUNTY, NEVADA

6
7 KIRK ROSS HARRISON,)

8 Plaintiff,)

9 v.)

CASE NO. D-11-443611-D

DEPT NO. Q

10 VIVIAN MARIE LEE HARRISON,)

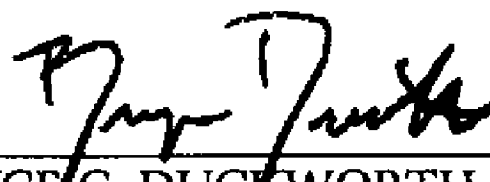
11 Defendant.)

12
13
14 ORDER FROM DOMESTIC COURT MINUTES

15 Good cause appearing therefor,

16 IT IS HEREBY ORDERED that the attached copy of the Domestic Court
17 Minutes entered on December 17, 2015 is hereby incorporated herein and will become
18 the Order of this case.

19
20 DATED this 17th day of December, 2015.

21
22 
23 BRYCE C. DUCKWORTH
24 DISTRICT COURT JUDGE
25 DEPARTMENT Q

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

December 17, 2015

D-11-443611-D Kirk Ross Harrison, Plaintiff
vs.
Vivian Marie Lee Harrison, Defendant.

December 17, 2015 10:00 AM Minute Order

HEARD BY: Duckworth, Bryce C.

COURTROOM: Courtroom 01

COURT CLERK: Michael A. Padilla

PARTIES:

Emma Harrison, Subject Minor, not present

Kirk Harrison, Plaintiff, Counter Defendant,
not present

Edward Kainen, Attorney, not present

Lisa Linning, Other, not present

Rylee Harrison, Subject Minor, not present

Vivian Harrison, Defendant, Counter

Radford Smith, Attorney, not present

Claimant, not present

JOURNAL ENTRIES

- Plaintiff and Defendant appeared before this Court on December 14, 2015 for a return hearing from outsourced evaluative services and on an Order to Show Cause. The matter was continued to January 26, 2016 at 8:30 a.m. Plaintiff thereafter filed his Motion for an Order to Show Cause Why the Defendant Should Not be Held In Contempt of Court for Continuing to Knowingly and Intentionally Violate of [SIC] Section 5 of the Stipulation and Order Resolving Parent/Child Issues and This Court's Order of October 1, 2015 (Dec. 16, 2015) (Plaintiff's Motion). The hearing on Plaintiff's Motion is scheduled for January 20, 2016 at 10:00 a.m. Based on the discussions at the December 14, 2015 hearing, this Court anticipated the filing of Plaintiff's Motion and noted the Court's inclination to hear the matter on January 26, 2016. Therefore, it is hereby ORDERED that the hearing on Plaintiff's Motion is CONTINUED to January 26, 2016 at 8:30 a.m.

INTERIM CONDITIONS:

PRINT DATE:	12/17/2015	Page 1 of 2	Minutes Date:	December 17, 2015
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D-11-443611-D

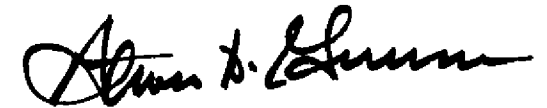
FUTURE HEARINGS: *Canceled: January 20, 2016 10:00 AM Motion*

January 26, 2016 8:30 AM Order to Show Cause
Duckworth, Bryce C.
Courtroom 01

January 26, 2016 8:30 AM Motion
Duckworth, Bryce C.
Courtroom 01

PRINT DATE:	12/17/2015	Page 2 of 2	Minutes Date:	December 17, 2015
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EXHIBIT “28”



CLERK OF THE COURT

1 NEOJ
2 RADFORD J. SMITH, CHARTERED
3 GARIMA VARSHNEY, ESQ.
4 Nevada Bar No. 011878
5 2470 St. Rose Parkway, Suite 206
6 Henderson, Nevada 89074
7 Telephone: (702) 990-6448
8 Facsimile: 1 (702) 990-6456
9 rsmith@radfordsmith.com
10 *Attorney for Defendant*

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 CASE NO.: D-11-443611-D

10 KIRK HARRISON,

DEPT NO.: Q

11 Plaintiff,

FAMILY DIVISION

12 vs.

13 VIVIAN HARRISON,


14 Defendant.

15 NOTICE OF ENTRY OF ORDER

16
17 PLEASE TAKE NOTICE that on the 25th day of May 2016, the Honorable Judge Bryce C.
18 Duckworth entered a Stipulation and Order Modifying the Qualified Domestic Relations Order, a copy of
19 which is attached hereto.

20 Dated this 25th day of May 2016.

21
22 RADFORD J. SMITH, CHARTERED

23
24 
GARIMA VARSHNEY, ESQ.

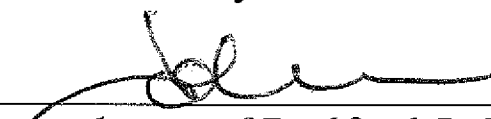
25 Nevada Bar No. 011878
26 2470 St. Rose Parkway, Suite 206
27 Henderson, Nevada 89074
28 *Attorney for Defendant*

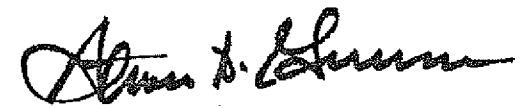
1
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the
4 age of 18 and not a party to the within action.

5 I served the foregoing document described as: Notice of Entry of Order on May 25, 2016, to
6 all interested parties as follows to all interested parties by way of the Eighth Judicial District Court's
7 electronic filing system.
8

9
10 Edward L. Kainen, Esq.
11 10091 Park Run Dr., Suite 110
12 Las Vegas, Nevada 89145
13 F: (702) 823-4488
14 Attorney for Plaintiff

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19
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25
26
27
28

An employee of Radford J. Smith, Chartered



CLERK OF THE COURT

SAO
RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO.: D-11-443611-D

DEPT NO.: Q

FAMILY DIVISION

STIPULATION AND ORDER MODIFYING THE QUALIFIED DOMESTIC RELATIONS
ORDER

DATE OF HEARING: N/A

TIME OF HEARING: N/A

COME NOW, Plaintiff, KIRK HARRISON ("Kirk"), being represented by EDWARD L. KAINEN, ESQ., of KAINEN LAW GROUP, and Defendant, VIVIAN HARRISON ("Vivian"), being represented by RADFORD J. SMITH, ESQ., of RADFORD J. SMITH, CHARTERED, and hereby stipulate and agree, and request that the court FIND AND ORDER AS FOLLOWS:

1. On September 11, 2015, the parties entered into a Qualified Domestic Relations Order (QDRO) to divide the benefits earned by Plaintiff as a participant in the Kemp Jones & Coulthard Profit

RECEIVED

MAY 18 2016

FAMILY COURT
CLERK OF THE COURT

1 Sharing Plan. By this Stipulation and Order, the parties agree that the QDRO needs to be revised as
2 follows to correct one typographical error in the QDRO-

3 2. Page 3, paragraph 3.g, lines 23-24 should be revised to read, "Participant shall receive the
4 whole of the pooled account balance in the plan and that portion of the self-directed account *not*
5 awarded to Alternate Payee."

6
7 3. Except as otherwise specifically stated herein, all other provisions of the QDRO shall
8 remain in full force and effect.

9 IT IS SO STIPULATED.

10
11
12 Submitted by:

13 RADFORD J. SMITH, CHARTERED

14 *Garina Vambrey*
RADFORD J. SMITH, ESQ.

15 Nevada Bar No. 002791

16 2470 St. Rose Parkway, Suite 206

17 Henderson, Nevada 89074

Attorneys for Defendant

Approved as to Form and Content:

KAINEN LAW GROUP, PLLC

[Signature]
EDWARD L. KAINEN, ESQ.

Nevada State Bar No. 005029

3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

Attorneys for Plaintiff

18
19 ORDER

20 Pursuant to the Stipulation of the parties, and good cause appearing therefor,

21 IT IS SO ORDERED this _____ day of MAY 24 2016, 2016.

22
23 *[Signature]*
DISTRICT COURT JUDGE *KMJ*

24 Submitted by:

25 RADFORD J. SMITH, CHARTERED

26 *Garina Vambrey*
RADFORD J. SMITH, ESQ.

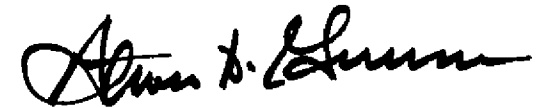
27 Nevada Bar No. 002791

28 2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Attorneys for Defendant

EXHIBIT “18”



CLERK OF THE COURT

0026

RADFORD J. SMITH, ESQ.
RADFORD J. SMITH, CHARTERED
Nevada State Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, NV 89074
T: (702) 990-6448
F: (702) 990-6456
Email: rsmith@radfordsmith.com
Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO.: D-11-44361-D

DEPT.: Q

FAMILY DIVISION

ORAL ARGUMENT REQUESTED

NOTICE: PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

MOTION FOR CLARIFICATION; MOTION TO AMEND FINDINGS; OPPOSITION TO EX PARTE MOTION FOR EXPEDITED HEARING

DATE OF HEARING: November 24, 2015

TIME OF HEARING: 9:00 AM

COMES NOW, Defendant, VIVIAN MARIE LEE HARRISON ("Vivian"), through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq., of Radford J. Smith, Chartered moves this court for its Order:

1 PLEASE TAKE NOTICE that the undersigned will bring the foregoing MOTION on for hearing
2 before the above-entitled Court on the 24th day of November, 2015 at the hour of 9:00
3 a.m. or as soon thereafter as counsel may be heard.

4
5 Dated this 15th day of October, 2015.

6 RADFORD J. SMITH, CHARTERED

7
8 
9 RADFORD J. SMITH, ESQ.

10 Nevada State Bar No. 2791

11 GARIMA VARSHNEY, ESQ.

12 Nevada State Bar No. 011878

13 2470 St. Rose Parkway, Suite 206

14 Henderson, Nevada 89074

15 *Attorney for Defendant Vivian Harrison*

16
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I.

INTRODUCTION

On September 22, 2015, the parties appeared before this Court on Kirk's Request for an Order to Show Cause why Vivian should not be held in Contempt. At that hearing, the Court set the matter for an outsourced evaluation with an individual who specializes in alienating behavior, which may include a child interview. By a subsequent Order, the Court appointed Dr. John Paglini to conduct the outsourced evaluation.¹ A return hearing from the outsourced evaluation/child interview is currently set for December 14.

On October 1, 2015, the Court entered a Notice of Entry of Minute Order from the September 22 hearing. The minute order states, "Although the Court has made a Finding that contempt has been committed as it relates to Plaintiff's missed time, the contempt issues shall be DEFERRED to the next hearing." [Emphasis in the original]. By this Motion, Vivian seeks a clarification of that order. Because

¹ See Notice of Entry of Order re: Expert Designation.

1 the Court cannot make a finding of contempt without an evidentiary hearing, Vivian seeks an order
2 amending the October 1, 2015 order.

3 Finally, on or about October 13, 2015, Kirk has filed an ex parte request for an order shortening
4 time on his Motion for an Order to Show Cause Why Defendant Should Not be held in Contempt, et al.
5 While the Court moved the hearing on Kirk's motion to December 14, 2015, but it unclear whether the
6 Court did that before or after addressing Kirk's request. Therefore, Vivian files an Opposition to Kirk's
7 Ex Parte Request and responds that the Court has already addressed concerns presented in Kirk's motion
8 by directing this case to an outsourced evaluation and child interview by Dr. Paglini, Vivian, through her
9 counsel has contacted Dr. Paglini and provided him all the documents he needs to begin his evaluation²
10 and therefore, there is no need under EDCR 2.26 for this matter to be heard on an expedited basis.
11 Therefore, Kirk's' Ex Parte Request for an Order Shortening Time should be denied.
12
13

14 II.

15 STATEMENT OF FACTS

16 The facts underlying the present Motion and Opposition are set forth in Vivian's Sworn
17 Declaration attached hereto, and exhibits attached thereto. The text of that Declaration is set forth here
18 for the convenience of the Court:
19

20 I, VIVIAN HARRISON, being duly sworn, deposes and says as follows:
21

22 1. I have personal knowledge of the facts contained herein, and I am competent to testify
23 thereto. I am the Defendant in the case of *Harrison v. Harrison* case number D-11-443611-D, in the Eighth
24 Judicial District Court, Clark County, Nevada. I submit this Declaration in Support of my Motion for
25 Clarification; Motion to Amend Findings; Opposition to Ex Parte Motion for Expedited Hearing.
26
27
28

² See Letter to Dr. Paglini (without enclosures) dated October 12, 2015 attached hereto as Exhibit "C-1."

1 2. The Court has indicated in its order of October 1, 2015 that I was held in contempt at the
2 hearing. At the hearing my counsel requested that Brooke Harrison be permitted to testify. I was also
3 prepared to present witnesses that are aware of Brooke's statements about her custodial situation, and
4 those witnesses can attest that Brooke's notions of what she wants to do regarding her custodial
5 timeshare have nothing to do with my prompting her. It was my understanding from the hearing that the
6 Court had agreed and granted my request that Brooke be interviewed by a qualified psychologist so as to
7 understand her actions, and to allow the psychologist to address what is motivating her to not abide by
8 the parenting plan.
9

10
11 3. I think because of the volume of the information that has been given to the Court in this
12 case, it is easy to overlook the history. My lawyers and I carefully and meticulously set forth the history
13 of Brooke's (and Rylee's) resistance to joint physical custody with Kirk in my Opposition and
14 Countermotion filed October 17, 2013 to one of Kirk's three motions to eliminate the teenage discretion
15 provision in our parenting plan filed July 8, 2013. A copy of that Opposition and Countermotion is
16 attached hereto as Exhibit "A-1."
17

18 4. In that Opposition and Countermotion, I explained, with specific citations to the record of
19 this case, that Brooke had always resisted equal time with Kirk due in part to Kirk's treatment of her, but
20 for the most part to the close bond that I have with Brooke and Rylee. That bond has continued through
21 today, although admittedly I see much less of Brooke due to her school and dance schedules. Further, in
22 that Opposition I specifically addressed the system that was put in place to address Brooke's concerns
23 and desires, and take some of the pressure off her so that she did not make the decision that she is making
24 now. Kirk continues to challenge that system. After spending hundreds of thousands of dollars
25 answering Kirk's continuous and repeated challenges to this Court's orders, his appeals of the agreements
26 he made in the parenting plan, and now his actions to hold me in contempt without even allowing my
27
28

1 attorney to discuss a resolution with his, I have no interest in continued litigation. I have not encouraged
2 (and in fact I have strongly discouraged) Brooke to not go to her father's house.

3 5. Even though the Court denied three separate Motions that Kirk filed to wipe out the
4 teenage discretion provisions, and found that Brooke had properly exercised the communication, the
5 motions, and the subsequent appeal of the provision, has worked. Brooke has not exercised teenage
6 discretion even when she wanted to for fear that her Kirk would be angry, and continue to ridicule her
7 about spending additional time with me. I cannot talk to her about these things, so I have done what is
8 required under the parenting plan: I have taken her to see Dr. Jamal Ali. Brooke has indicated that she
9 has repeatedly told Dr. Ali that she desires to spend more time in my home, but I tell her that I cannot
10 talk to her about that. When she has told Kirk of her desire, he has told her that "someone" must be
11 telling her to say these things (and thereby dismisses her statements). Does Kirk really believe that
12 Brooke doesn't know he's referring to me? Kirk has undermined and challenged that process causing me
13 to spend enormous amounts of fees, yet I'm in contempt for following it?
14
15
16

17 6. Kirk has filed an ex parte request for an expedited hearing, so I feel compelled to oppose
18 that. I did see that the Court had moved the hearing on Kirk's motion to December 14, 2015, but I don't
19 know if the Court did that before or after addressing the request by Kirk, so I am submitting the
20 following in Opposition to that request.
21

22 7. Because I cannot talk to Brooke about Kirk or Court, I only get glimpses from statement
23 that she will make in frustration about her father. I have shared those statements with the Court in the
24 past, but it has not caused the Court to interview Brooke to get to the bottom of what is going on with
25 her. Now we have that interview, and I would strongly request that the Court allow Dr. Paglini to find
26 out what is going on and address it with the Court, Kirk and me. The Court should not take any action
27 regarding the motions Kirk has filed until the completion of Dr. Paglini's report to the Court.
28

1 8. I have done everything I can think of other than kick Brooke out of my house to encourage
2 her to go to her father's house. I have done the following if she does not visit her father:

- 3 A. Taken Brooke's car away from her except for her to travel to school and dance;
- 4 B. Not allowed her to have anyone else in her car;
- 5 C. Placed her on restriction;
- 6 D. Taken her cell phone away;
- 7 E. Restricted her from watching any television;

8
9 I have asked both the Court and Kirk (*see* email attached hereto as Exhibit "B-2") what I can do to
10 comply with the Court's order. Kirk, to my knowledge, has not done any of these things. He has not
11 advised me either directly or through counsel what he thinks I should do to get a child, who is 16 years
12 old, to visit her father. I welcome the Court's further instruction as to steps I can take to cause Brooke's
13 compliance.
14

15 9. Brooke went and stayed at Kirk's home during his time on Wednesday, September 30, and
16 Thursday, October 1. She then showed up at my house on Friday, October 2. I advised her that she
17 needed to return to Kirk's house; she refused. I cannot understand why if I'm being held in contempt for
18 not controlling where Brooke goes, why Kirk is not held in contempt for his inability to keep her in his
19 care during his visitation periods.
20

21 10. The Court asked my attorney at hearing what I would do if Brooke did not want to go to
22 school. The first thing I would do would be to talk to her about why she did not want to go to school, and
23 get her counseling if she did not want to talk about it with me. That is exactly what I wanted to do here,
24 but Kirk filed a motion demanding that I be held in contempt.
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1 11. The actions above have already started to take a toll on Brooke. I do not for a second
2 think that what is going on is good for Brooke. She needs to have a voice in this process, and someone
3 needs to listen to her and find out what's going on.
4

5 12. Kirk's allegation that I have denigrated him for four years to Brooke and Rylee is false. I
6 have not. I would again ask that this Court also have Rylee interviewed about Kirk's statement.

7 *End of Declaration.*

8
9 **III.**

10 **VIVIAN'S REQUEST TO AMEND CLARIFY ORDER ENTERED ON OCTOBER 10, 2015**

11 **1. Vivian's Motion to Amend is Timely Filed**

12 NRCp 59(e) provides, "A motion to alter or amend the judgment shall be filed no later than 10
13 days after the service of written notice of entry of the judgment."

14 EDCR Rule 8.06 states,

15 (a) . . . notwithstanding any prior Order of this Court, whenever a party has the right
16 or is required to do some act or file same within the prescribed response period after the
17 service of a notice or other paper, other than process, and the notice or paper is
18 electronically served upon the party, three (3) calendar days must be added to the
19 prescribed period.

20 In the instant case, the Notice of Entry of the Minute Order was entered on October 1, 2015.
21 Thus, Susie's motion to amend is timely filed.

22 **2. Vivian's Request to Clarify and Amend Findings in the Order entered on October 1,
2015 should be granted**

23 A court may issue an order holding a party in contempt for "disobedience or resistance to any
24 lawful writ, order, rule or process issued by the court or judge at chambers." NRS 22.010(3).

25 In order to hold Vivian in contempt, the court must permit Vivian to testify and show cause why
26 she should not be held in contempt and allow her to cross examine any witnesses against her.

27
28 [I]n a prosecution for contempt not committed in the presence of the court, due process
requires that the person charged be advised of the nature of the action against him, have

1 assistance of counsel, if requested, have the right to confront witnesses, and have the right
2 to offer testimony on his behalf.

3 *Awad v. Wright*, 106 Nev. 407, 411, 794 P.2d 713, 716 (1990), quoting *Burgers v. Maiben*, 652 P.2d
4 1320, 1322 (Utah 1982).

5 In *Ex parte Hedden*, 29 Nev. 352, 90 P. 737, 1907 Nev. LEXIS 10 (Nev. 1907) the Court held
6 that unless the contempt is committed in the immediate view and presence of the court, meaning the
7 ocular view of the court, or where the court has direct knowledge of the contempt, the rights of every
8 defendant should be protected. The charge should be made by affidavit and the contemner given the right
9 to show cause why he should not be punished for contempt, and prove or disprove the charges against
10 him before judgment be passed upon him; this right to defend one's self, *either civilly or criminally*, in
11 *any* action which may be instituted wherein his liberty or property is involved, is the sacred privilege of
12 every citizen and is of such transcendent importance that it cannot be taken from him even by legislative
13 enactment. [Emphasis added]. *Id.*

16 Both this Court and the United States Supreme Court have held that an individual's constitutional
17 rights must be protected during a contempt of court action. Thus, in a prosecution for contempt, not
18 committed in the presence of the court, due process requires that the person charged be advised of the
19 nature of the action against him, have assistance of counsel, if requested, have the right to confront
20 witnesses, and have the right to offer testimony on his behalf. *See, In re Oliver*, 333 U.S. 257, 92 L. Ed.
21 682, 68 S. Ct. 499 (1948); *Cooke v. United States*, 267 U.S. 517, 69 L. Ed. 767, 45 S. Ct. 390 (1925).

23 In the Order entered on October 1, 2015, the Court made a finding that Vivian is in contempt
24 without holding an evidentiary hearing. Because that finding was made without an Evidentiary Hearing
25 on the issue of contempt, Vivian seeks an order amending the Order entered on October 1, 2015.

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IV.

CONCLUSION

Based on the foregoing, Vivian seeks the following relief --

1. For an Order Clarifying the Order entered on October 1, 2015 regarding the Court's finding that Vivian is in contempt as it relates to Plaintiff, KIRK ROSS HARRISON's ("Kirk") missed time with Brooke, yet ordering that "contempt issues shall be deferred to the next hearing";

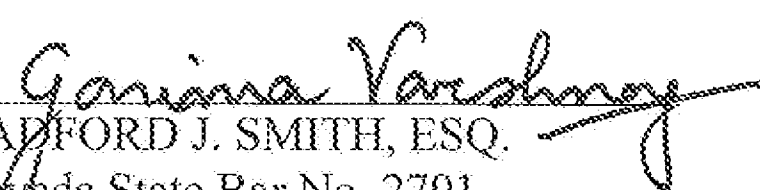
2. For an Order amending the Order entered on October 1, 2015 that finds Vivian in contempt without an Evidentiary Hearing on the issue of contempt;

3. For an Order denying Kirk's Ex Parte Motion for an Order Shortening Time filed on October 13, 2015 in its entirety; and,

4. For such other and further relief as to the Court may seem proper.

Dated this ^{6th} 5 day of October, 2015.

RADFORD J. SMITH, CHARTERED


RADFORD J. SMITH, ESQ.

Nevada State Bar No. 2791

GARIMA VARSHNEY, ESQ.

Nevada State Bar No. 011878

2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Attorney for Defendant

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VIVIAN HARRISON, hereby declares as follows:

2. The Court has indicated in its order of October 1, 2015 that I was held in contempt at the hearing. At the hearing my counsel requested that Brooke Harrison be permitted to testify. I was also prepared to present witnesses that are aware of Brooke's statements about her custodial situation, and those witnesses can attest that Brooke's notions of what she wants to do regarding her custodial timeshare have nothing to do with my prompting her. It was my understanding from the hearing that the Court had agreed and granted my request that Brooke be interviewed by a qualified psychologist so as to understand her actions, and to allow the psychologist to address what is motivating her to not abide by the parenting plan.

4. In that Opposition and Countermotion, I explained, with specific citations to the record of this case, that Brooke had always resisted equal time with Kirk due in part to Kirk's treatment of her, but

1 for the most part to the close bond that I have with Brooke and Rylee. That bond has continued through
2 today, although admittedly I see much less of Brooke due to her school and dance schedules. Further, in
3 that Opposition I specifically addressed the system that was put in place to address Brooke's concerns and
4 desires, and take some of the pressure off her so that she did not make the decision that she is making
5 now. Kirk continues to challenge that system. After spending hundreds of thousands of dollars answering
6 Kirk's continuous and repeated challenges to this Court's orders, his appeals of the agreements he made
7 in the parenting plan, and now his actions to hold me in contempt without even allowing my attorney to
8 discuss a resolution with him, I have no interest in continued litigation. I have not encouraged (and in fact
9 I have strongly discouraged) Brooke to not go to her father's house.
10

11
12 5. Even though the Court denied three separate Motions that Kirk filed to wipe out the teenage
13 discretion provisions, and found that Brooke had properly exercised the communication, the motions, and
14 the subsequent appeal of the provision, has worked. Brooke has not exercised teenage discretion even
15 when she wanted to for fear that her Kirk would be angry, and continue to ridicule her about spending
16 additional time with me. I cannot talk to her about these things, so I have done what is required under the
17 parenting plan: I have taken her to see Dr. Jamal Ali. Brooke has indicated that she has repeatedly told
18 Dr. Ali that she desires to spend more time in my home, but I tell her that I cannot talk to her about that.
19 When she has told Kirk of her desire, he has told her that "someone" must be telling her to say these things
20 (and thereby dismisses her statements). Does Kirk really believe that Brooke doesn't know he's referring
21 to me? Kirk has undermined and challenged that process causing me to spend enormous amounts of fees,
22 yet I'm in contempt for following it?
23
24

25 6. Kirk has filed an ex parte request for an expedited hearing, so I feel compelled to oppose
26 that. I did see that the Court had moved the hearing on Kirk's motion to December 14, 2015, but I don't
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1 know if the Court did that before or after addressing the request by Kirk, so I am submitting the following
2 in Opposition to that request.

3 7. Because I cannot talk to Brooke about Kirk or Court, I only get glimpses from statement
4 that she will make in frustration about her father. I have shared those statements with the Court in the
5 past, but it has not caused the Court to interview Brooke to get to the bottom of what is going on with her.
6 Now we have that interview, and I would strongly request that the Court allow Dr. Paglini to find out what
7 is going on and address it with the Court, Kirk and me. The Court should not take any action regarding
8 the motions Kirk has filed until the completion of Dr. Paglini's report to the Court.
9

10 8. I have done everything I can think of other than kick Brooke out of my house to encourage
11 her to go to her father's house. I have done the following if she does not visit her father:
12

- 13 A. Taken Brooke's car away from her except for her to travel to school and dance;
- 14 B. Not allowed her to have anyone else in her car;
- 15 C. Placed her on restriction;
- 16 D. Taken her cell phone away;
- 17 E. Restricted her from watching any television;
- 18

19 I have asked both the Court and Kirk (*see* email attached hereto as Exhibit "B-1") what I can do to comply
20 with the Court's order. Kirk, to my knowledge, has not done any of these things. He has not advised me
21 either directly or through counsel what he thinks I should do to get a child, who is 16 years old, to visit
22 her father. I welcome the Court's further instruction as to steps I can take to cause Brooke's compliance.
23

24 9. Brooke went and stayed at Kirk's home during his time on Wednesday, September 30, and
25 Thursday, October 1. She then showed up at my house on Friday, October 2. I advised her that she needed
26 to return to Kirk's house; she refused. I cannot understand ...
27
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1 why if I'm being held in contempt for not controlling where Brooke goes, why Kirk is not held in
2 contempt for his inability to keep her in his care during his visitation periods.

3 10. The Court asked my attorney at hearing what I would do if Brooke did not want to go to
4 school. The first thing I would do would be to talk to her about why she did not want to go to school,
5 and get her counseling if she did not want to talk about it with me. That is exactly what I wanted to do
6 here, but Kirk filed a motion demanding that I be held in contempt.
7

8 11. The actions above have already started to take a toll on Brooke. I do not for a second
9 think that what is going on is good for Brooke. She needs to have a voice in this process, and someone
10 needs to listen to her and find out what's going on.
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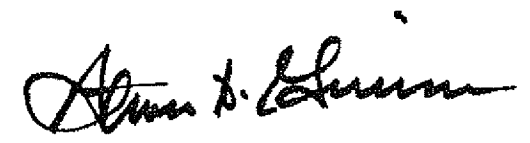
12 12. Kirk's allegation that I have denigrated him for four years to Brooke and Rylee is false.
13 I have not. I would again ask that this Court also have Rylee interviewed about Kirk's statement.
14

15 I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND
16 CORRECT.

17 
18 VIVIAN HARRISON
19

20 DATED: 10-15-15
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EXHIBIT “A-1”


CLERK OF THE COURT

OPP

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Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO.: D-11-443611-D

DEPT.: Q

FAMILY DIVISION

**DEFENDANT'S AMENDED OPPOSITION TO PLAINTIFF'S MOTION TO MODIFY ORDER
RESOLVING PARENT-CHILD ISSUES [TO DELETE "TEENAGE DISCRETION"
PROVISION] AND OTHER EQUITABLE RELIEF;**

**DEFENDANT'S COUNTERMOTIONS TO RESOLVE PARENT/CHILD ISSUES, TO
CONTINUE HEARING ON CUSTODY ISSUES, FOR AN INTERVIEW OF THE MINOR
CHILDREN, AND FOR ATTORNEY'S FEES AND SANCTIONS**

DATE OF HEARING: October 30, 2013

TIME OF HEARING: ~~9:00 a.m.~~ 10 : 00 A . M .

Defendant VIVIAN MARIE LEE HARRISON ("Vivian") opposes Plaintiff's Motion to Modify
the Stipulated Parenting Plan, and requests the motion be denied in its entirety; she countermoves to

1 Resolve Parent/Child Issues, for a prompt interview of the children under EDCR 5.13, for the setting of a
2 hearing on the issue of custody, and for sanctions under EDCR 7.60. This Opposition and these
3 Countermotions are based upon all pleadings and papers on file herein, the evidence attached hereto, and
4 any oral argument or evidence adduced at the time of hearing.
5

6 I.

7 INTRODUCTION

8 From the commencement of this action in 2011, both of the parties' minor children, Brooke, born
9 June 26, 1999 (age 14), and Rylee, born January 24, 2003 (age 10), have expressed their preference to live
10 with Vivian. That preference arises from their close bond with Vivian. In March 2012, when the Court
11 directed the parties share joint physical custody, the children still spent the majority of their time in
12 Vivian's care.¹ After the Court's interim order, Brooke adamantly objected to any plan in which she
13 would be required to spend equal time with Kirk. Vivian weighed Brooke's concerns, and instead of
14 proceeding with an action for her primary care, negotiated a provision designed to address Brooke's
15 problems with Kirk. See, Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2013
16 (hereinafter "Parenting Plan"), pages 6-7, paragraph 6.
17

18 Under that provision, Brooke and Rylee can discuss their desires with a mutually agreed upon
19 therapist, and the therapist and the parties can discuss any issues relating to the children (including their
20 choice to spend more time with either parent) with a Parenting Coordinator ("PC"). The parties' counsel
21 drafted the provision to place *less* pressure on the children to make any choice between parents by
22 allowing the children a voice, after age 14, to spend more time with one parent without undermining the
23 joint custodial plan. The fundamental goal of the provision was to avoid litigation, and seek resolutions
24 through therapy and a Parenting Coordinator. This provision was an *essential* part of Vivian's agreement
25
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28 ¹ See, Letter February 4, 2012 letter from Radford Smith, Esq., to Edward Kainen, Esq., attached hereto as Exhibit "A," at page 3.

1 to resolve custody in June 2012. The purpose of the provision is to prevent conflict, but if it arises, to
2 manage it.

3 Kirk undermined the "teenage discretion" provision from its commencement. He waited over
4 fourteen months from the parenting agreement to identify any objection to Vivian's choice of therapists
5 and Parenting Coordinator, or to propose any alternative professionals. By his tactical delay, Kirk
6 prevented either the children or the parties from implementing the counseling and negotiation designed to
7 help them with issues between parents, and monitor and discuss any behaviors harmful to the children.
8 Kirk's has designed his motion to further delay that process because Kirk knows the pressure to spend
9 more time with Vivian is building.
10
11

12 Can Kirk believe his present motion has merit? He argues that a provision recognizing teenage
13 discretion violates public policy even though Nevada law *requires* the court to weigh such discretion
14 when determining the best interest of a child.² Kirk's refusal to name or approve a therapist or PC for 14
15 months, his attempt to reduce the power of the Parenting Coordinator to nothing³, and his current meritless
16 Motion are not good faith attempts to protect the children, but are instead designed to prevent the children
17 from having any mechanism to express their continued desire to spend more time with Vivian. It is a fair
18 inference Kirk believed that if he could torpedo the entire process, he could prevent the inevitable
19 conversation between the children and therapist/Parenting Coordinator about custodial time. It is
20 submitted Kirk entered the Parenting Plan in bad faith, and refused to name a therapist or Parenting
21 Coordinator to block its effect and enforcement. Vivian must now come directly to the Court for relief.
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26 ² NRS 125.480(4)(a)

27 ³ In his objection, filed months after Vivian provided his counsel with a draft parenting coordinator order, Kirk provides a
28 proposed parenting coordinator order that reduces the PC to a toothless mediator whose only role is to make non-binding
recommendations. Such a construct only adds a layer of cost to the disputes of the parties if the PC has no power to resolve
those disputes. *See*, Plaintiff's Opposition to Motion for Entry of Parenting Coordinator, filed July 19, 2013.

1 Kirk's motion admits that his relationship with Brooke is strained and conflicted, and that she
2 desires to live with Vivian. His relationship is worse than he admits (which is why he wants to prevent
3 her from having any input into her timeshare), and Vivian submits that continuing to force Brooke to
4 endure the type of pressure and ridicule Kirk heaps on her increasingly damages her. Kirk's actions and
5 words show he lacks insight into the emotional and physical needs of the children in their present
6 developmental stages, and his motion evidences adequate cause for hearing on the issue of custody and
7 timeshare. Vivian requests that the Court deny Kirk's motion, order an interview of the children, and set
8 an evidentiary hearing on the issue of custody.
9
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11 II.

12 STATEMENT OF FACTS

13 Kirk blames Vivian for his problems with Brooke, but acknowledges there is open conflict with
14 her in his home. He argues that she has improperly influenced or alienated Brooke, and that influence is
15 the source of the problem. He attributes Vivian's actions to "competition." Motion, page 3, line 20. He
16 takes no responsibility for his relationship with Brooke, and oddly insists that if the Court would deny her
17 any voice in the time she spends with either parent, she would suffer less stress. Kirk's present motion
18 seeks to eliminate the "teenage discretion" provision negotiated by the parties, and placed into the
19 Parenting Plan.
20
21

22 The genesis of the teenage discretion provision was Kirk's troubled relationship with Brooke. On
23 June 1, 2012, counsel for Vivian explained her request for the provision:

24 *Teenage Discretion:* As we have discussed over the last several weeks, part of Vivian's
25 reluctance to enter into a final agreement without the input from Dr. Paglini was based
26 upon what appears to be Brooke's deteriorating relationship with Kirk. Brooke has
27 regularly indicated to Vivian that she desires spend more time with Vivian. Vivian has
28 compromised in large part based upon the desire of the other members of the family to
see this matter close. She still has significant concerns about Kirk's relationship with and
care of Brooke, but she has listened to the advice that the resolution of the matter would
lead to an improvement of that relationship.

1
2 What Vivian seeks to avoid by the language of paragraph 6 is the very thing that Kirk
3 fears. At a certain point all Courts begin to place substantial weight on the desire of a
4 teenage child regarding her care – we cannot affect that factor by any agreement.
Paragraph 6 contains language designed to avoid litigation regarding this issue if it arises.
Based upon what has occurred in litigation to date, this is an extremely important goal.

5
6 Moreover, the concerns raised in your letter will be addressed through the system that the
7 agreement puts in place - counseling and a parenting coordinator. Your client will have a
8 year to address the problems in his relationship with Brooke. The provision does not
9 place the responsibility of choosing on Brooke, it simply gives each child discretion after
10 14 to spend more time with one parent or the other, a request that will likely be granted to
11 them in any event by the Court. Again, the provision is designed to avoid litigation.

12 See, Letter dated June 1, 2012 from Radford Smith, Esq. to Thomas Standish, Esq., **Exhibit "B"** hereto.

13
14 **1. Brooke and Rylees's Longstanding Desire to Live Primarily with Vivian**

15 From the commencement of this case, Brooke and Rylee expressed their desire to spend a greater
16 amount of time with Vivian than with Kirk. This was contrary to Kirk's preposterous claim that Vivian
17 was absent from the children's lives for six years, so Kirk first asked that the Court ignore any statements
18 by Brooke or Rylee from their eventual interview. See, Plaintiff's Motion, filed September 14, 2011, page
19 34, lines 24-28 and page 35, lines 1-9. Vivian, in order to avoid protracted litigation over Kirk's claims
20 that would be shown false by the interview of the children, repeatedly requested the interview. Vivian's
21 Opposition to Kirk's Motion for Joint Legal and Primary Physical Custody, filed October 27, 2011, at
22 page 10, lines 6-18, at page 45, lines 1-4; and at page 50, lines 25-28; Transcript of hearing of December
23 5, 2011, page 8. Because the children would readily attest to all of the various and daily activities that
24 Vivian engaged in with them, Kirk resisted any interview of the children. Transcript of the hearing of
25 December 5, 2011, pages 15-16. Despite Kirk's attempts to avoid the children's input, the Court,
26 consistent with its duty under law (NRS 125.480), ordered interviews of both children:

27 COURT: Given the ages with [Rylee] just turning age 9 and Brooke at age 12 going on 13,
28 certainly Brooke is at the age – she's right at that borderline age where she is – she could
be considered of sufficient age and capacity to express a preference. I don't view that at
[Rylee]'s age.

1
2 So that's one of the subfactors that I have to look at, looking at the physical,
3 developmental, emotional needs of the children and the nature of their relationship with
4 both parents. It may be some form of pre-focus assessment to the extent that I need the
5 involvement of an evaluator—again, not for the purposes of a custody evaluation, that's
6 ultimately my decision, but there may be some assistance in providing insight really as it
7 relates to those three subfactors NRS 125. 480 and whether – and who provides that
8 service.

9 If it's someone on our provider list, I view it as something that expands more beyond just a
10 simple FMC interview of Brooke, especially if [Rylee] is going to be involved – not
11 necessarily for expressing a preference—but for purposes of evaluation her physical,
12 developmental -- and that's been discussed throughout the papers and some of the
13 conditions and treatment that she's going through, as well as the nature of her relationship
14 with both parents.

15 See Written Transcript of the hearing on February 1, 2012, page 8, lines 13- 24 and page 9, lines 1-10

16 You know, perhaps, to the extent that [Tahnee and Whitney] were witness to anything that
17 occurred, that's certainly something an evaluator can delve into, but the three factors that,
18 in my opinion, really are more of a focal point for any outsource provider to provide me
19 assistance on relating to just Brooke and [Rylee] are the nature of relationship of the child
20 with each parent, the physical, developmental, emotional needs of the child, and then as it
21 relates to Brooke, the wishes of the child who's of sufficient age and capacity to express a
22 preference.

23 Written Transcript of the hearing on February 1, 2012, page 12, lines 6-15.

24 Kirk understood that children's statements would mirror the multiple witness statements Vivian
25 had provided to the Court, and would confirm her close bond with the children, so he later resisted having
26 the results of their interview published by Dr. Paglini. He did so to continue, as he did in the present
27 Motion, to suggest that Vivian abandoned the children for six years, physically harmed them by sleeping
28 with them, lied to them, refused to do anything for them, etc. There were two neutral witnesses in the
home, and Kirk's actions consistently sought to suppress their testimony.

2. The Historical and Developmental Basis of Vivian's Close Bond with Brooke and Rylee:

Kirk claims that the children are unusually close, and want Vivian's approval, because she
"abandoned" them for six years, between 2005 and September 2011. He argues, in sum, that the children
should not be given a voice in their care because Vivian has improperly influenced them. By so arguing,

1 he attempts to undermine the true reason the children have continually desired to be in her care – their
2 close bond formed through the care Vivian has provided to them their entire lives.

3
4 **A. Kirk's Claim that Vivian ever "Abandoned" the Children is False and
5 Unsupported by the Evidence in this Case.**

6 Kirk claims in nearly every filing in this case that Vivian "abandoned" the children, failed to feed
7 them, did not participate in their events, failed to help them with homework, and regularly left them with
8 others over a six-year period. Vivian provided a quantum of evidence both broad and deep (including
9 multiple witness affidavits, bank account records of purchases, etc.) of her continued daily involvement in
10 the children's lives. Vivian summarily addresses that evidence below.

11 With her first Opposition and Countermotion, filed October 27, 2011, Vivian provided sworn
12 Declarations/Affidavits of Michele Walker, Nyla Roberts, Kim Bailey, Annette Mayer, Heather Atkinson,
13 and Lizbeth Castelan – all of whom attest to Vivian's attentiveness and selflessness as a mother. In
14 addition to demonstrating Vivian's total involvement with the children's daily lives, those sworn
15 statements attested to their personal knowledge of countless events Vivian attended with the children –
16 baptisms, vacations to Wyoming and Disneyland, sewing school, pageants, shopping trips, extensive
17 school involvement, PAC meetings and events, book fairs, school activities (plays, programs,
18 parent/teacher conferences etc.), cake decorating classes, birthday parties, and haunted houses to name a
19 few. As the Court may recall, Ms. Atkinson and Ms. Walker were the parents of children that Rylee and
20 Brooke played with nearly daily; they had adequate opportunity to witness Vivian's regular care and
21 interaction with the children. Vivian even provided an affidavit from the parties' housekeeper, Elizabeth
22 Castellan, who testified that when she was at the home weekly that it was Vivian that cared for the
23 children, and did the bulk of the household chores.

24
25 In her opposition, Vivian attached a detailed statement of many charges on credit cards evidencing
26 Vivian's regular purchase of clothing, dance supplies and other items for the children, during the time
27
28

1 Kirk claims she abandoned them. Ironically, in his initial motion, he argued that Vivian would not take
2 them to buy dance shoes – a fact belied by the statement in his present motion that the girls could not
3 remember a single instance when anyone but Vivian had purchased their dance shoes. (Motion, page 7).
4
5 With her Reply to Kirk's Opposition, filed January 27, 2013 and Supplement thereto, Vivian supplied
6 numerous additional declarations of witnesses attesting to various activities in which Vivian had
7 participated with Brooke and Rylee. A brief highlight from some of those statements is as follows:

- 8 • Declaration of Kellie Wendt: 2005-2012: Vivian attended games, dance recitals, rehearsals,
9 and birthday parties, traveled to Disneyland, and took the girls Trick-or-Treating. Vivian is
10 "present" and involved.
- 11 • Declaration of Melissa Mojica (gymnastics teacher), 2006-2008: Vivian brought Rylee to
12 gymnastics and stayed to watch. Vivian was "involved and enthusiastic."
- 13 • Declaration of Brandi Carstensen (gymnastics teacher and fellow parent), 2006-2009: Vivian
14 did majority of driving and waiting for holiday event across town; Vivian assisted and
15 volunteered at school. "Deeply involved in [the children's] wants and was very attuned to their
16 needs."
- 17 • Declaration of Noel Kanaley (Rylee's room parent) 2010-2011: Vivian was co-parent in
18 Rylee's classroom. Vivian responded to every parent request, contributed to and participated
19 in classroom parties and events. Vivian is "intimately knowledgeable about their activities,
20 hopes and desires."
- 21 • Declaration of Lois Klouse (Brooke's 5th Grade teacher) 2008: Vivian alone was "concerned
22 for their advancement in swimming, who initiated the call and then arranged for private swim
23 lessons"; Vivian was "engaged and absorbed in the children. She knew their habits and needs
24 and she knew how to deal with them in constructive ways. She was interested in them. She
25 was genuinely interested in their activities."
- 26 • Declaration of Kelley Gray, (fellow parent): "Vivian was engaged and absorbed in Rylee's
27 life"; Vivian participated in Rylee's activities.
- 28 • Declaration of Laurie Larson, (neighbor and friend)⁴ "I emphatically state that I never
understood I was signing a document which inferred I was 'in support of' primary custody and
exclusive possession of their residence for Kirk Harrison . . . I do not claim that Vivian never
drove the children to school or activities." Vivian is a "caring, involved and supportive
mother."

⁴ Kirk had submitted a declaration of Ms. Larsen with his pleadings indicating that she was aware that Kirk had driven the children to school. Apparently he was less than candid with her about the purpose of the statement.

- 1 • Declaration of Azure Fectau (Rylee's 3rd grade teacher) 2011-2012: Vivian has participated in
2 a variety of school events and is "an interested, caring and energetic volunteer."
- 3 • Declaration of Gretchen Poindexter 2008: "Vivian was focused on Rylee and her swimming
4 efforts" 2010 -2011 – "I recall seeing Vivian drop off and pick up from school from time to
5 time[.] I have seen her assisting at the school. It appears to me that Vivian and Rylee have a
6 very strong mother-daughter relationship."
- 7 • Declaration of Sue Broadbent 2008-2009: "I am certain I routinely saw Rylee and her mother
8 and my grandchildren at soccer games in those years."
- 9 • Declaration of Tina Coleman 2007-2010: Vivian was actively involved in children's school.
- 10 • Declaration of Rosaleen Thomas 2010: "During her summer visit in Ireland . . . Vivian
11 regularly spoke to the girls, and I said hello to them several times on Skype. She was very
12 excited about their coming to Ireland; she was researching/planning what they were going to
13 do when they came. One place in particular which was earmarked for a visit was the
14 leprechaun museum in Dublin."
- 15 • Declaration of Lisa Morris, 2011-2012: "When Brooke Harrison was at King Elementary her
16 mother Vivian helped with fund raising and other tasks in 2008 when she was a member of
17 PAC. She was energetic, full of good ideas, always willing to donate her time and efforts. . . I
18 have also witnessed Vivian attending the girls 2011 dance recitals and the 2012 parent
19 observation dance classes in Boulder City, NV."
- 20 • Declaration of Sandy Wachtel, 2007-2011: "Since 2007, I have seen Mrs. Harrison at the dance
21 studios, recitals, rehearsals and parent observation dates. I have seen her pick up and drop off,
22 along with Mr. Harrison. I have seen mother and daughter Brooke interact there and at a few
23 social events (including a birthday party this summer (2011)). It appears to me they have a
24 solid, loving relationship; they like and love each other."

25 Further, Vivian attached as Exhibit "BB" to her Reply filed January 27, 2011 a list of just some of
26 the activities that Vivian participated in with the children between 2004 and the filing of the Reply.
27 Vivian listed the activities the parties shared; however, the vast majority of the activities she did with the
28 children, she did without Kirk's parental assistance – including special activities and trips, school projects
she did with the girls, her school-related volunteer work, the children's music lessons, dance classes,
birthday parties, doctor appointments, holiday celebrations, and the miscellaneous other day-to-day "stuff"
the children needed (haircuts, clothes shopping, etc.). She attached as Exhibit "CC" to that filing a list of

1 major vacations and other trips that Vivian planned and booked for the family – including many for which
2 Kirk chose not to accompany the family.

3
4 Kirk falsely alleged that Vivian did not interact with the children even when she was on vacation
5 with them. For example, he argued in his Reply filed January 4, 2012, at page 70, lines 2-5, Vivian
6 “really does nothing with Brooke and Rylee” on the family vacations at Disneyland – *even when he was*
7 *not present*. Vivian submits that any person who has been to Disneyland understands the impossibility of
8 taking young children to Disneyland and doing nothing. He also claims that Vivian “did nothing” with the
9 children when she took them on sewing trips. He ignored the sworn testimony of Kim Bailey (who was
10 actually was present on the trips and who he claimed to admire), who stated in her declaration:
11

12 I do not believe Vivian neglected Brooke on that trip or any other I have been on with her.
13 In fact, Vivian attended every scheduled event during the sewing school including
14 Teacher’s Night and the fashion show. I also remember activities after school which in
15 participated in with the girls such as shopping and dinners.

16 Attached hereto as **Exhibit “C”** is a chart in which Vivian has identified activities and tasks that
17 she has performed for the children since the parties’ separation in March 2012. That list includes
18 coordination of dance, piano and voice lessons, religious training, sports involvement, scheduling doctor’s
19 appointments, school participation, and many other activities.

20 Perhaps his most nefarious argument contained in Kirk’s pleadings was his false claim that he was
21 solely responsible for helping the Brooke and Rylee with their homework. Specifically, he claimed, “For
22 all the years Vivian couldn’t be bothered, Kirk has helped Brooke and Rylee with their homework, when
23 they needed help.” (Kirk’s Reply filed January 4, 2012, page 38) Kirk’s insulting claim, however, was
24 directly contrary to *his own* statements in his January, 2010 letter to Dr. Roitman in which he wrote, “And
25 as written previously, she has always done a good job spending time with the children with their
26 homework and reading before bedtime.” (Kirk’s Reply, filed January 4, 2012, Exhibit 9, page 15.) Kirk
27 did not qualify this to limit it only to the older children, nor did he allege anywhere that Vivian was not
28

1 helping the younger children. Perhaps even more telling, Kirk removed this admission from his "diary"
2 when he filed his Motion and Reply on September 14, 2011, *inserting the exact opposite allegation*. Kirk
3 just could not keep his stories straight.
4

5 Moreover, Kirk has never disputed that Vivian put Brooke and Rylee (as she did with the older
6 children) to bed each night. During that time, Vivian has always read to and with all of the children. The
7 children's grades in Reading are now and have almost always (if not always) been A's, and they have
8 repeatedly been commended on their reading skills, as shown in their report cards. Brooke and Rylee
9 learned to read before starting Kindergarten, and Vivian's nightly reading with them surely contributed to
10 that. The children have each won awards for the amount and level of their reading.
11

12 As shown by her list attached hereto as **Exhibit "C"**, Vivian has continued to ensure the children's
13 academic success. The children come to Vivian when they need help with special projects, when they are
14 feeling ill, when they need things for dance, when they have special occasions (dance shoes, prom dresses,
15 etc.). One shining example is Rylee's completion of the "Great American Recital," a fifth grade honor that
16 requires the child to recite from memory the Gettysburg Address, Star Spangled Banner, List of presidents
17 in order, US states and capitals in alphabetical order, the Preamble to the US Constitution and write the
18 Star Spangled Banner. As part of this very special award to the child, she receives a special chair at
19 school. Vivian, of course, purchased that chair for Rylee in the pink that Rylee chose.
20
21

22 All of the activities that are listed in Vivian's **Exhibit "C"** are activities for which she has always
23 been primarily responsible for Brooke and Rylee both before and after the parties' separation. Indeed,
24 Vivian has been primarily responsible for these type of activities for *all* of the children. Attached hereto
25 as **Exhibit "D"** is the list of all of the various activities in which Vivian engaged in, signed the children up
26 for, supported, provided equipment and transportation, attended events and games and recitals, etc., all
27 during the time that Kirk was building his legal career while working 10 to 12 hour days at his Las Vegas
28

1 office. Kirk's claim that Vivian has ever abandoned or neglected any of the parties' children is delusional
2 and unsupported by the vast scope of evidence she presented, and continues to present, in this case.

3 History cannot be re-written, but Kirk still attempts to convince Brooke and Rylee that Vivian
4 abandoned them, and that he raised them. One of his disputes with the children that led to his Motion was
5 their refusal to adopt his false claim that he raised them. The issue of Vivian's involvement, that goes to
6 the core of the children's motivation to be with Vivian, can be resolved by a simple interview of Brooke
7 and Rylee.
8

9
10 **B. There is No Evidence Supporting Kirk's Claim that Vivian has a "History of
Callously Manipulating" of the Parties' Children.**

11 In support of his core argument underlying his present motion, Kirk claims, "In this case, where
12 the mother has a well documented history of callously manipulating the children, this [teenage discretion]
13 provision was destined to fail." (Motion, filed October 1, 2013, page 3, line 14). For this false allegation,
14 he cites the affidavits of Tahnee and Whitney that he initially prepared in March 2011, and filed with his
15 initial Motion September 14, 2011. This argument exposes one of the most telling falsehoods underlying
16 Kirk's repeated claims in this case and his present motion. Neither Tahnee or Whitney mentions *anything*
17 about their childhood with Vivian. Attached as **Exhibit "E"** hereto are summaries of those affidavits.
18 Neither discusses any events that occurred before 2005. The affidavits are short on fact, and long on
19 opinion. The facts they do reference in large part were designed to support the various elements of Kirk's
20 NPD claim, such as Vivian's spending habits, having cosmetic surgery, number and type of Vivian's
21 underwear (this was, strangely, part of Tahnee's affidavit), and any number of irrelevant or misstated
22 claims that were rebutted by Vivian in her affidavits, the affidavits of others, and her filings. Most
23 important, nothing in their affidavits supports Kirk's reliance on them as "a well documented history of
24 callously manipulating the children."
25
26
27
28

1 The best evidence of the adult children's feelings about Vivian growing up was contained in a
2 letter Tahnee wrote to Vivian after an incident in which Tahnee yelled "F---k you" at Vivian (in the
3 presence of Brooke and the then infant Rylee) and Vivian slapped her. In a letter of apology /
4 reconciliation that Tahnee wrote to Vivian, she stated:
5

6 Although I believe you were totally wrong in what you did yesterday. I'm also willing to
7 confess that I was wrong too. Can't we both just admit that we were wrong, or is it my
8 fault as always? I know that you think that I disrespect you and don't appreciate what you
9 do for me, but I think, deep down, you know that's not true. If you do believe it to be true,
10 then I think you don't know me as well as you might have thought. Perhaps I just haven't
11 gone about showing it as much as I should. You deserve better. I realize now your life
must be awful. You go about your day taking care of all of your children as if it were your
only responsibility. You never even think twice about doing something for yourself.
Every waking hour is spent tending to our wants and needs. I know this, Mom.

12 I'm aware of your sacrifices, and that's exactly why I used it against you. You hurt me
13 where it hurts the most. My entire life I've been trying to live up to your expectations.
14 I've always wanted to please you and make you proud of me. I honestly held your
15 opinion in the *highest* regard. In the past few months, however, I felt our approval of me
dwindling away. I failed you and myself. I can't stress enough how much my last
semester of high school became an absolute embarrassment for me.

16 [Emphasis in original]. Vivian submits that this spontaneous, heart-felt letter best evidences how Tahnee
17 and the older children felt about Vivian before Kirk manipulated and shaped their memories as part of this
18 divorce action.
19

20 **C. The Children's Desire to Spend Time with Vivian is Consistent with their Close**
21 **Bond with Vivian, and their Developmental Stage.**

22 Contrary to Kirk's claims, Brooke and Rylee's desire to spend time with Vivian is a natural
23 consequence of the close bond each has with Vivian, and their developmental stage. These pubescent and
24 teenage females have issues, concerns, fears and desires that they understandably do not want to discuss
25 with their father (periods, brassieres, dating, make-up, etc.) Kirk does not understand those boundaries,
26 nor does he respect the girls' privacy. Examples abound.
27
28

1 When Brooke first experienced her period earlier this year, she was suffering cramps and nausea.
2 This occurred at a time she was also suffering from other illness. Vivian scheduled a doctor's
3 appointment, and advised Kirk of the appointment. Brooke advised Vivian of extremely personal
4 questions she, Brooke, had for the doctor about her body's functions. Kirk came to the appointment, and
5 refused to leave the examination room when the nurse indicated that only one parent could be present.
6 Vivian took Kirk aside and advised him that Brooke had something personal to discuss with the doctor,
7 and that she too would leave the room if Kirk would leave. Kirk announced that he was Brooke's father,
8 and he was entitled to be present in the examination room. The doctor ultimately acceded to Kirk's
9 demands and allowed both parties to be present. As a result, Brooke was too embarrassed to ask the
10 doctors the questions she wanted to ask.
11

12
13 When Brooke had a special "hip-hop" dance presentation that involved somewhat suggestive
14 dance moves, Brooke did not want Kirk to attend for fear that he would disapprove.⁵ When Brooke asked
15 him not to attend, he immediately suggested, and suggests in his present motion, that this was caused by
16 Vivian. Again, Kirk is oblivious to the needs and fears of a 14 year old girl. (The merits of a father's
17 involvement are not debated--the point is only the inability to understand Brooke's feelings and his
18 reactive suspicion Vivian was behind the request.)
19

20
21 Kirk also fails to recognize and understand Brooke's desire to be with Vivian during activities she
22 has almost exclusively engaged in with Vivian in the past. His Motion cites only two instances of
23 Brooke's exercise of the teenage discretion provision in the nearly three months since she has turned 14.
24 The first was on August 24, 2013 when Brooke wanted to be with Vivian when shopping for dance clothes
25 and shoes on a Saturday she was scheduled to be in Kirk's care. Vivian did not, as Kirk suggests at page 6
26 of his Motion, "convince" Brooke that she should go with Vivian to buy dance shoes – this had been their
27

28 ⁵ This is not different from when Tahnee did not want him to attend the swimsuit portion of her beauty pageants. He did not, to Vivian's knowledge, blame Vivian for that.

1 practice for the entire time Brooke and Rylee have been in dance. Brooke told Vivian that she wanted
2 Vivian to take her shopping. This did not come as a surprise; Vivian cannot remember a single instance
3 where Kirk bought dance clothes or shoes for the children while Vivian and Kirk were together.
4

5 Kirk admits that he argued with the girls when they told him that they could not remember him
6 buying dance shoes or clothes for them in the past. Motion, page 7.⁶ Because Kirk's involvement in
7 dance has been limited to driving the children, he does not understand that the children do not equate the
8 purchasing of leotards at Target with the purchase of dance clothes and shoes, which they purchase from a
9 specialty store. Kirk has attempted to create a new reality whereby he was involved in the purchase of
10 dance clothes for the children – he was not, and he was not justified in chiding Brooke for spending time
11 shopping with Vivian.
12

13 Further, Kirk presents Brooke's desire to be at Vivian's home to dress and do make-up with her
14 friends for their first Homecoming Dance as an act of alienation by Vivian. It is telling that Kirk does not
15 understand Brooke's desire to be with someone who is skilled and experienced in applying make-up, and
16 who taught *her* how to apply make-up. Also, Kirk leaves out important facts. Brooke and her friends
17 planned to go from one mother's home to another when preparing for the dance. Brooke and one of the
18 friend's mother's told Vivian about the plan. The plan involved the girls traveling to three different
19 homes for different events (hair and make-up at Vivian's home, other events at two other homes).
20
21

22 Moreover, Brooke is a very feminine girl who has discussed her interest in being a make-up artist.
23 Kirk's response to her is that she is too intelligent to be a make-up artist, and should consider law or
24 medicine. While a 14 year old may change her idea about a career many times, dismissing her stated
25

26 ⁶ In his emails attached to his Motion as Exhibit "1," he states (in an email to Vivian dated August 24, 2013 at 5:00 p.m.) that
27 he had purchased a pair of ballet shoes for Brooke "at the store in Boulder City before they closed" (he could not identify the
28 name of the store or when it closed). The store to which he referred is Danceworks, that closed in 2007. Vivian has no
recollection of Kirk ever purchasing any shoes at that store. In comparison, Vivian regularly purchased dance supplies and
clothing there from the time the parties' adult daughters Tahnee and Whitney were involved in dance, to the time of its closure.

1 desire as frivolous puts an end to communication. Vivian has not done this, and will love and support
2 Brooke if she eventually chooses to be a make-up artist, surgeon, or a circus clown. Vivian understands
3 that Brooke is now in a different developmental stage in her life, and criticism and behavioral demands
4 must give way to patience and encouragement. Kirk does not share that view.
5

6 In August, 2013, Vivian travelled with the children first to a Disney Cruise, then to Disneyworld,
7 and then to Huntsville, Alabama to their annual trip to sewing camp. Kirk planned to travel with the
8 children upon their return to an amusement park near Salt Lake City, Utah, for eight days. Brooke (who
9 was then experiencing cramps) was tired, and wanted to rest at the hotel the first day of the trip. Brooke's
10 statement of Kirk's actions was set forth in an email that Brooke sent from her iPad to Vivian on that date:
11

12 Dad took my phone away and he is being so mean to me. There is no other way to contact
13 you except email. I'm sorry Rylee is next to me in one bed watching her iPad and dad
14 comes over sits at my feet and asks "Why don't I want to do anything?" I said I want to
15 stay in the hotel room because apparently we're staying here for another 8 days. He rips
16 my phone out of my hands takes off the charger and headphones and he asks me why i'm
17 listening to people who are telling me that he is a bad person (he is referring to you) I tell
18 him there isn't and he says its not good to lie. Then he states that I am lying about being
19 hurt and having cramps and that I am being spoiled and mean and selfish. Then he starts
20 going on about he raised me since I was 7 and how he took me to school. Then he asked
21 why I don't love him and I said he doesnt respect privacy, he barges in, doesn't support
22 me in anything I do, Then he asks what he doesn't support me in, and I say dance and he
23 says he drives me to and from and he pays tuition. Then, I say that he doesn't support me
24 in Makeup Artistry and then he says that he's bought me makeup and that what else can
25 he do to support me. And then I say that he always says he'd rather me be a lawyer or a
26 doctor and then he says i'm too smart to become a makeup artist etc. Then Rylee's show
27 is done and she closes her iPad because dad stated earlier that she MUST stop after that
28 episode. So she turns it off and dad not respecting Rylee starts saying how if he died
today I wouldn't shed a tear and how I don't want to be with him anymore and why I hate
him. Then he starts calling me selfish and how I don't want to do anything with the
family and I say we aren't a family. Then I start to ignore him while he starts blaming
everything on "the person that is telling me all about the bad stuff isn't doing the right
thing and how its affecting our relationship. He walks back to his bed and says that he is
sorry to Rylee and not saying how he is sorry. Then I turn over to rylee and wrap my arm
around her and turns away from me. Then I ask dad for my phone because I want to talk
to you and he says no and then I say he is not letting me talk to you. Thats all that
happened. I miss you mommy. I want to come home and be with you and Rylee without
her thinking I'm a horrible person. I hate Utah and I hate dad. I love you.

1 **Exhibit “F”** attached. Brooke’s email outlines several of Kirk’s behaviors that are part of a larger pattern
2 that has damaged his relationship with Brooke.

3 1) *Kirk’s Disparagement of Vivian:* Nothing is more divisive to children than one parent
4 speaking poorly about the other parent whom they love. Brooke describes Kirk’s thinly veiled assertion
5 that Vivian is telling her that Kirk “is a bad person” and asks why she is “listening” to Vivian. When she
6 denies that Vivian has said that (Vivian has not disparaged Kirk to the children), Kirk suggests that she is
7 lying.⁷

8
9 Vivian is particularly concerned about this issue. Before and during this case, Kirk stated to
10 others, including the parties’ adult children and Vivian’s real estate lawyer (Mr. Woodbury), that Vivian
11 was both a drug addict and suffered from mental illness. In an act of enormous insensitivity, he solicited
12 the adult daughters to provide affidavits in his efforts to limit Vivian to supervised visitation. As
13 evidenced by his recent filings, he continues to assert that Vivian suffers from mental disorder. In his
14 present motion, he again asserts DSM-IV findings without an expert report or opinion. Kirk will never
15 fairly present Vivian to Brooke or Rylee, or refrain from directly, or indirectly suggesting that she suffers
16 from some disorder. It is difficult to imagine that if Kirk believes Vivian is mentally ill, he does not say
17 so around the house. We already see this in his thinly veiled reference to her as someone who has led the
18 girls astray, and who they should not trust.

19
20 Moreover, Kirk’s filings in this case, including his present motion, evidence his repeated efforts to
21 both directly and indirectly convince the children, both adult and minor, that Vivian does not care about
22 them, and that she is “crazy.” Kirk continues to try to plant seeds with the younger children to lose
23 confidence in Vivian, and to think poorly of her. He disguises his statements as being “supportive” and
24

25
26
27 ⁷ Kirk’s assertion that the children are lying adds them to a long list of anyone who has taken a position contrary to Kirk’s.
28 Littered throughout Kirk’s filings are claims that Vivian, her friends, neighbors, coaches, counselors, experts, and attorneys are
“perjurers”, “liars” and “co-conspirators.” He specifically told Brooke that she was lying when she explained to Kirk that
(contrary to his repeated assertion in this case), Vivian was not in the children’s bed when Rylee fell out of bed and hurt herself.
See, Affidavit of Vivian, filed October 27, 2013, page 77, paragraph 209.

1 either does not see it, or does not think anyone else will see it, as harmful or abusive. There are numerous
2 examples of this in Kirk's filings, including the present motion. The following are just a few examples
3 from Kirk's initial affidavit filed in this case (attached to his September 14, 2011 Motion).
4

5 ¶68 "I told Brooke Mom is going through a rough time right now."

6 ¶97 Conversation with Brooke reminding her of all the times Vivian was going to be gone,
7 discussing his "concerns" with what Vivian has done in the past.

8 ¶116 "Brooke told me tonight that Vivian talked to her about she and Rylee going to
9 Ireland this summer. . . I told Brooke that she could go for a week or two if I went as well."

10 ¶151 "Later when I was consoling her I asked Brooke how she thought Rylee was dealing
11 with all of this..."

12 ¶156 "I believe Brooke knows that until very recently I would have quickly dismissed
13 anything at all said that negatively reflected on Vivian. At some point, it is more important
14 that your children have an environment where they feel comfortable speaking openly about
15 things that bother them, than to continue to wrongly protect the image of someone that
16 continues to do harm to your children."

17 ¶166 "I told Brooke that just like she, Rylee and I had done all year, that we would do the
18 laundry tomorrow."

19 It appears he planted these same seeds with the older children that he is now using to influence
20 them.

21 ¶28 "I would talk to each of the children separately in an effort to solve the then pending
22 problem."

23 ¶41 "I told Tahnee how bizarre it is for a mother to say such things to and about her own
24 children, let alone even think such things. Tahnee and I both agreed how this highlights
25 just how incredibly insecure Vivian has become and that Vivian feels she is in competition
26 with her own children and feel threatened by them."

27 ¶50 "I told [Tahnee] that in her mother's condition, if we got a divorce and Vivian had
28 partial custody, I would be fearful for Brooke and Rylee."

¶53 "I told Tahnee that I had done all I could concerning Vivian, and all I could do was be
the best father I could and that all of us needed to do our best in looking out for one
another."

¶56 “I told Tahnee that Vivian does not really think Chloe is a better dancer than her. Vivian is simply incredibly insecure and needs to tell others that they are not so hot. I told Tahnee about when Vivian last year told me that nobody wants to be with me.”

¶69 “I telephoned Whitney and expressed concern about this to Whitney saying you are going to be on national television with someone who is not dealing with a full deck right now and it could prove very embarrassing.”

¶75 “I told Tahnee that Vivian’s need for attention is frightening.”

¶106 “That night Tahnee, Joseph, and I talked about some of the issues with Vivian, including the incident at Brooke’s ball game with Bill B. and her meeting a man on the airplane, giving him a ride to his hotel and having drinks with him in a bar, then discovering he was Cam W.’s boss. We also talked about her lack of attention to Brooke and Rylee.”

In her affidavit filed with her initial motion, Vivian addressed Kirk’s history of alienation of the children. *See* Affidavit of Vivian Harrison, attached to Opposition filed October 27, 2013, paragraphs 78 through 90. (That excerpt is attached hereto as **Exhibit “G”** hereto). In sum, Kirk undermined Vivian’s authority, did not support her in disputes with the children, perpetuated falsehoods to them, and openly disparaged her to the children. His actions toward the adult children are now repeated with Brooke and Rylee.

Kirk’s behaviors designed to disparage Vivian in the eyes of the children (including the adult children) have taken many forms. Kirk’s repeated claim that Vivian “poisoned” Rylee has been a central theme throughout his case. Even after Dr. Dewan indicated that he was more concerned with Rylee’s weight as a factor in her early onset of puberty than he was with any alleged exposure to testosterone cream, Kirk continued to raise alarms with Rylee and all the other children (and anyone who would hear his complaint) that because of Vivian her growth would be stunted, she would suffer ill effects of an implant, etc. In her Opposition to Kirk’s Motion, Vivian provided sound medical data that evidenced in recent years more children were entering early pubescent development, and that the trigger was identified as everything from excess weight, to the use of anti-bacterial soaps. Nevertheless, Kirk rode his

bandwagon that Vivian “poisoned” Rylee to the point that Dr. Dewan wrote a letter stating that he did not make any finding that Rylee’s puberty was caused by exposure to testosterone. See Letter of Dr. Dewan dated July 6, 2013, attached hereto as **Exhibit “H”**. In his most recent statement, dated October 14, 2013, and attached hereto as **Exhibit “I,”** Dr. Dewan confirms that he projects that Rylee will reach her normal height of approximately five-foot ten.

Even the way Kirk reacted to this news was manipulative. The alternative that Dr. Dewan proposed was that Rylee would be from 5’4” to 5’7”, normal heights by any standard. When Dr. Dewan advised the parties of his findings regarding Rylee’s height, Kirk acted as if he had just won the lottery. Rylee barely reacted, other than a puzzled look on her face. Kirk seems unable to comprehend that the message he was giving to a young girl who is naturally concerned with other’s perception of her body is that she is okay when she is 5’10”, but less than okay if she is shorter. This is particularly important in light of the height of her adult sisters (5’11” and 5’8).

2) *Kirk’s Constant Assertion that Children are Lying:* No person – coach, teacher, friend’s parent – who knows the girls will suggest they are dishonest sneaks or manipulators as Kirk suggests in his motion. The evidence will show they are honest, intelligent and forthright girls. But, Kirk suggests Brooke is lying about things he states Vivian said about him, claims that Brooke is lying about her cramps, advises both Brooke and Rylee that they are lying when they do not agree that he has purchased dance clothing and shoes for them, and with his proposition that he raised them “since [Brooke] was 7.” Kirk’s assertion that the children are lying places significant unnecessary pressure on them, and appears to the children as disapproval and a lack of caring. The emotional conflict caused by Kirk demanding that they re-write their history together is debilitating. It is this kind of behavior by Kirk that Vivian sought to address through a therapist and PC, but Kirk has undermined that process. Brooke is now suffering under Kirk’s constant barrage of criticism and disapproval.

1 3) *Kirk's Use of Guilt to Manipulate the Children:* Brooke states that in her email that Kirk,
2 after he suggested she was lying, turned to Rylee and stated, "if he died today [Brooke] wouldn't shed a
3 tear and how [Brooke doesn't] want to be with him anymore and why [Brooke hates] him." Any
4 experience as a parent or sibling permits us to understand how incredibly manipulative and damaging this
5 type of statement is to a child, and to that child's relationship with her sibling. Rylee reacted in a way that
6 can be expected; she turned away from Brooke when Brooke tried to hug her. Kirk manipulated Rylee
7 into believing that Brooke was uncaring, and insensitive.
8

9 Indeed, one of the core forms of manipulation that Kirk has used to discourage Brooke from
10 spending time with Vivian, or living with Vivian as she desires, is that she would be "abandoning" her
11 sister. Kirk repeatedly tells her, and has solicited the parties' adult daughters to advise her, that she is
12 being selfish and uncaring toward her sister by wanting to engage in activities away from her. The irony
13 in this is that because Brooke and Rylee attend different schools (Brooke is in high school, Rylee in
14 elementary school), are in different dance programs, and engage in different activities, they spend little
15 time together under the current schedule. This is not unusual – siblings of different ages, particularly
16 when the older sibling becomes a teenager, have different interests. In approximately a year Brooke will
17 be driving. She will soon be dating, and have more interest in her peers than her parents or siblings.
18 Again, this is part of the natural developmental stage that Brooke is in. Kirk's insistence that she must
19 feel guilty about seeking her own independence is damaging to her.
20

21 Kirk also outlines in his motion how he uses name-calling to prevent Brooke from spending time
22 with Vivian. Kirk states that Brooke takes too much time to retrieve items left at Vivian's home. Kirk
23 then greets Brooke on her return to the car with allegations that she is rude, inconsiderate and selfish.
24 (Motion, page 8). When she reasonably suggests that he leave her there (the parties' homes are minutes
25 apart) and return, or have Vivian drive her back, he refuses. This situation is caused by the constant back
26
27
28

1 and forth from the parties' homes caused by the current schedule, but more important, Kirk should not be
2 attempting to manipulate Brooke in this manner.

3 The above are only samples of various events, words and actions that has led to Brooke's now
4 adamant desire to live with Vivian. Kirk is responsible for the breakdown in his relationship with Brooke,
5 not Vivian. When negotiating the parenting plan, Brooke insisted that did not want to live with Vivian.
6 Vivian could have sought primary custody, but believed that resolution, therapy and a Parenting
7 Coordinator was the best way to allow Kirk to address his problems through the process, and was in the
8 best interest of the children. Remarkably, Kirk has tactically undermined that process, and now seeks to
9 destroy it.
10
11

12 III.

13 THE COURT SHOULD DENY KIRK'S MOTION TO MODIFY, AND CONFIRM THE 14 PARTIES' TEENAGE DISCRETION PROVISION TO BE CONSISTENT WITH NEVADA LAW

15 A district court retains jurisdiction throughout a child's minority "[a]t any time to modify or vacate
16 its order" pertaining to custody. NRS 125.510(1). Either party, or the Court, may seek to modify or
17 terminate joint custody of a child if it is shown the modification is in the best interest of the minor child.
18 NRS 125.510(2).
19

20 The standards for a change of custody apply to a request to modify visitation. *Wallace v. Wallace*,
21 112 Nev. 1015, 1019, 922 P.2d 541, 543 (1996)("A court decision regarding visitation is a custody
22 determination.") *See also, Rennels v. Rennels*, 127 Nev. Adv.Op. 49, 257 P.3d 396 (2011)(once initial
23 visitation order entered, standard for parent to modify grandmother's visitation is the *Ellis*⁸ standard).
24

25 A district court must give deference to the agreements entered by the parties when presented a
26 motion to modify custody. In *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009), the Court said:
27
28

⁸ *Ellis v. Carucci*, 123 Nev. 145, 161 P.3d 239 (2007)

1 We conclude that the terms of the parties' custody agreement will control except
2 when the parties move the court to modify the custody arrangement. In custody
3 modification cases, the court must use the terms and definitions provided under
Nevada law.

4 Parties are free to contract, and the courts will enforce their contracts if they are not
5 unconscionable, illegal, or in violation of public policy. Therefore, parties are free to
6 agree to child custody arrangements and those agreements are enforceable if they are
7 not unconscionable, illegal, or in violation of public policy. However, when
8 modifying child custody, the district courts must apply Nevada child custody law,
9 including Therefore, once parties move the court to modify an existing child custody
10 agreement, the court must use the terms and definitions provided under Nevada law,
and the parties' definitions no longer control. In this case, Ms. Rivero moved the
district court to modify the decree. Therefore, the district court properly disregarded
the parties' definition of joint physical custody.

11 Kirk seems to argue that the Court should consider terms of the parties' agreement when a party
12 seeks to enforce it, but that the Court may modify the agreement freely provided such modification meets
13 the statutory or case law standards for modification. (Motion, page 13, lines 19-28). This ignores the
14 plain language of the *Rivero* decision. Under *Rivero*, a district should give *deference* to a parenting
15 agreement *except* where the parties have used "terms and definitions" that are contrary to Nevada law. In
16 *Rivero*, 125 Nev. 410, 2 the court ignored the definition of physical custody in the parties agreement
17 because it was contrary to the law's new definition in the *Rivero* case.

19 Here the parties have not placed any new terms or definitions into their agreement. Instead, their
20 experienced counsel negotiated, and the parties agreed upon, a provision designed to meet the needs of the
21 children. The Court should give deference to that agreement.

23 The deference to parents' custody agreements arises from the fundamental notion parents act in the
24 best interests of their children. *Troxel v. Granville*, 530 U.S. 57, 68, 120 S.Ct. 2054 (2009) . Nevada law
25 adopts this notion in NRS 125.490 by its presumption, affecting the burden of proof, "that joint custody
26 would be in the best interest of a minor child if the parents have agreed to an award of joint custody[.]"
27
28

1 Kirk suggests even if the deference to parents' custody agreements outlined in *Rivero* applies here,
2 the "teenage discretion" provision in the parties' agreement violates public policy. He cites NRS 125.460:

3 The legislature declares that it is the policy of this state:

4
5 1. To ensure that minor children have frequent associations and a continuing
6 relationship with both parents after the parents have become separated or have
7 dissolved their marriage; and,

8 2. To encourage such parents to share the rights and responsibilities of child rearing.

9 Kirk argues that giving a child discretion undermines the policy of "frequent associations and a
10 continuing relationship" for that child--a denigration of the statute (NRS 125.480) that a mature child's
11 opinion *must* be heard. Where the parties have joint physical custody, the district Court *must* render
12 findings under the factors in NRS 125.480 when modifying a custody order. As referenced above, those
13 factors include "the wishes of the child if the child is of sufficient age and capacity to form an intelligent
14 preference as to his or her custody" and the "physical, developmental and emotional needs of the child."
15 The analysis of those issues cannot be accomplished unless the Court recognizes the age of a child, and
16 the effect of a child's desire to spend more time with one parent on the child's emotional well being. The
17 Legislature commands the spontaneous choices of an intelligent child must be given weight, and the scale
18 on which that weight is measured is her emotional and developmental well-being.

19 The recognition of the importance of giving teenage children a voice in their custody is universal.
20
21 Virtually every state's law recognizes a teenager's discretion as a factor in custody matters.⁹

22 Granting a voice to teenagers in the desires of a teenage child has strong support in studies and
23 guides addressing the custody of teenage children. In 2008, the American Bar Association published the
24
25

26
27
28 ⁹ Attached is an analysis of factors under each states law published in the *Family Law Quarterly*, Volume 46, Number 4, Winter
2013, pages 525-527. The analysis demonstrates that every state except Massachusetts recognize the "child's wishes" as a
factor in determining custody.

1 second edition of, "A Judge's Guide: Making Child-Centered Decisions in Custody Cases,"¹⁰ That
2 guideline constitutes a comprehensive overview of literature underlying issues surrounding the judicial
3 administration and review of child custody cases. The guide is structured by separate analyses of the
4 developmental ages of children. One of the developmental periods in the guide is adolescents between the
5 ages of 14 and 18. That section addresses the importance of permitting the adolescent to be part of the
6 process of determining custody.
7

8 The parties' teenage discretion provision is a model for provisions of its kind. It permits the child
9 certain discretion that promotes a healthy sense of independence without modifying custody, protects the
10 child by providing a third party that can assess whether the child is exercising that discretion for good
11 reason, and provides an alternative dispute mechanism, through discussion of a PC, for the child. The
12 provision is not unconstitutional, is consistent with Nevada law and nearly all other states, and promotes,
13 not undermines, each parent's frequent associations with children.
14
15

16 IV.

17 THE COURT SHOULD DIRECT AN INTERVIEW OF THE MINOR CHILDREN, AND 18 RESERVE A DATE FOR EVIDENTIARY HEARING ON THE ISSUE OF CUSTODY

19 As the basis of his motion, Kirk has quoted the children without corroboration, and has suggested
20 that the children should have no voice in their custodial care. Kirk has described and admitted the
21 breakdown in his relationship with Brooke. Brooke has repeatedly stated her preference to live with
22 Vivian, and her disputes with her father are degenerating and escalating. Kirk has undermined the process
23 defined by the parties to shore up his relationship.
24

25 The children are of sufficient age and maturity to form and intelligent preference as to their
26 custody. They are model children. They receive exceptionally good grades in school, and no coach.
27

28 ¹⁰ The guideline is a joint project of the ABA Child Custody and Adoption Pro Bono Project and the ABA Center on Children and the Law. Relevant excerpts from the guide are attached hereto as Exhibit "J". The Guide is found at http://apps.americanbar.org/legalservices/probono/childcustody/judges_guide.pdf and is 299 pages.

1 teacher, counselor, instructor, minister or other person who comes in contact with the girls would state
2 they are other than "good kids and model citizens." Both children are engaged in dance, and Rylee is
3 involved in sports.

4
5 The children have an extremely strong bond with Vivian – *in part* due to gender, and in part from
6 her history of being the one parent who, throughout all their lives, gave them the type of care they wanted.
7 Now, the activities they want to share with or in which they want to be overseen-by Vivian are the essence
8 of their developmental stages of puberty and adolescence: A doctor's appointment addressing first period,
9 the hip-hop dance demonstration, the purchase of dance clothing, advanced dance classes, the preparation
10 (make up) for first Homecoming dance. Time with Vivian avoids placing the children in a position where
11 they are pressured, and feel guilty or embarrassed.

12
13 Sadly, Kirk now undermines Vivian's general role as a parent, and her special role as the female
14 parent, at this time of the girls' lives:

15
16 A. He purposely uses guilt as a method of punishing Brooke's need for an independent
17 choice;

18
19 B. He solicited phone calls from adult children to Brooke to guilt her into staying in Kirk's
20 care, and embarrassed her in front of the adult children;

21 C. He refuses to allow, or undermines, additional contact or time with Vivian.

22 D. He suggests to Rylee her sister is abandoning her, a false claim the serves no purpose
23 but to cause anguish in Brooke and Rylee;

24 E. He interferes with the children's contact with Vivian; and,

25 F. He suggested repeatedly to Brooke that Vivian is doing something wrong.

26
27 The parties' parenting agreement provides the children an independent third party to discuss their
28 thoughts, emotions and desires regarding any change, and to deal with the behavior of both parents in this

1 high-conflict divorce. But, Kirk tactically undermined that goal when he repeatedly refused to allow the
2 children to be interviewed, avoided the publication of the results of that interview, and failed for fourteen
3 months to name a therapist.

4
5 Kirk knows the children will tell the therapist they want to live with their mother because that is
6 where they feel they will be most comfortable and happy. As in any totalitarian regime, a third party to
7 whom the truth can be told is a threat--no free press is allowed. If there is a neutral third party to whom
8 the children can speak, then Kirk's behavior will be addressed and his control eroded. And, as in such
9 regimes, the creation of an external threat is necessary to justify strict controls. In this case the false
10 external threat Kirk created is, sadly, the girl's mother.

11
12 Is the fact the girls want to spend more time with Vivian coincidence or conspiracy? Are there
13 facts, e.g., age, gender, history of care and demeanor, which *in themselves* reasonably make the girls want
14 to spend time with one parent more than the other, or is there a scheme by Vivian to alienate the girls from
15 Kirk due to her perception of parenting as "competition" as Kirk contends? Vivian asks the Court FMC
16 determine if the girls' wishes are genuine or artificial, spontaneous or coached, and start them on the road
17 to peace in their family.

18
19 Vivian moves first for an interview of Brooke and Rylee to ferret out Kirk's factual assertions
20 underlying his motion. Brooke has continuously and adamantly stated she wants to reside primarily with
21 Vivian, and Kirk has defeated his own goals because he failed to give the therapist/coordinator system to
22 which he agreed any chance for dialogue, counseling and compromise with his daughters. Vivian asserts
23 that the facts set forth herein constitute adequate cause for hearing on the custody of the children.¹¹
24
25 Vivian requests that the Court find adequate cause for hearing, and review the status or necessity of an
26
27

28 ¹¹ In *Rooney v. Rooney*, 109 Nev. 540; 853 P.2d 123 (1993) the court held that a district court may deny a motion to modify custody where the moving party failed to show "adequate cause." Adequate cause exists where the facts alleged in the affidavits are relevant to the grounds for modification, and the evidence is not merely cumulative or impeaching.

1 evidentiary hearing on custody after the return of the children's interviews through the Family Mediation
2 Center.

3
4 V.

5 **KIRK HAS AGAIN UNNECESSARILY MULTIPLIED THE PROCEEDINGS IN THIS CASE**

6 Though styled as a motion to modify the "teenage discretion" provision only, Kirk raised issues
7 and sought relief that have nothing to do with the underlying motion. That has been his consistent
8 behavior throughout this litigation.

9
10 At page 14 of his Motiom, Kirk lists alleged wrongs committed by Vivian that he claims are
11 violations of Court orders or failure to "do the right thing by her own children." He does not appear to be
12 seeking any specific relief, but appears to address these issues as part of his contention that Vivian has no
13 regard for the rights or needs of the children. Vivian responds, in brief:

14 a. Kirk's contention that Vivian "took" days from him is false. Vivian's calendaring of
15 dates was consistent with the Stipulated Parenting Plan;

16
17 b. Whitney owes money to Vivian for credit card use, not the alternative;

18 c. Vivian does not have Tahnee or Whitney's original birth certificates, and those
19 certificates can be easily procured from the Dept. of Health and Human Services.

20
21 d. Vivian has not wrongfully withheld memorabilia owned by Tahnee or Whitney, and
22 this allegation has nothing to do with the present motion;

23 d. Nothing in the agreement regarding property allowed Kirk to clean out the bedroom
24 furniture in the children's rooms. The agreement was the Kirk would leave all property other than
25 designated. It is questionable this property belongs to the daughters, and the Court lacks jurisdiction to
26 address any dispute regarding the property of the adult children (like UGMA accounts);
27
28

1 e. The exchange of information from school would fall under the joint legal custody
2 provisions, and arguably Kirk would be entitled to a copy of the GATE Book. Vivian has not withheld
3 any copy Kirk ordered. She is attempting to find out what happened to the books Kirk indicates he
4 ordered;
5

6 f. There is no violation of any Court order associated with any litigation in which Vivian is
7 involved. Whatever litigation Vivian has initiated through separate, experienced and respected counsel
8 cannot reasonably be seen to effect the children. This is yet another example of Kirk using irrelevant
9 claims to disparage Vivian.
10

11 g. If the old Stairmaster was Kirk's by oral agreement at a hearing, he entitled to it. Vivian
12 hopes to exchange that property with the mass of items he wrongfully removed from the home at the time
13 he vacated. Again, this has nothing to do with the present motion.
14

15 What is relevant to the present motion is that Kirk continues to attempt to alienate the adult
16 daughters by promoting this fantasy that Vivian has committed some wrong against them. Kirk's
17 willingness to engage in this type of behavior bodes poorly for his divisive actions affecting the
18 relationship of Brooke and Rylee.
19

20 VI.

21 CONCLUSION

22 Kirk's Motion is how he must now manage conflict in his home--he thwarted the therapist and PC.
23 He takes no responsibility for the conflict; he blames Vivian. No law and a few tortured facts, *if any*,
24 support Kirk's Motion. After the way that he conducted himself in this action, his claim that Vivian sees
25 this case as a "competition," is his sad testimony he cannot see the effect his own behavior, and an
26 admission he may lack any reasonable sum of self-awareness. He, not Vivian, leveled vile personal
27 claims against the other parent, repeated the claims to the adult children, and then recruited them in a war
28

1 against their mother. He, not Vivian, sought supervised visitation. He attacked every individual who had
2 the felt need and decency to support Vivian and the children in defense of his all-out assault.

3 What was Vivian's course? During a year of litigation she steadily and consistently sought the
4 same negotiated resolution: joint physical custody. She put her concerns regarding Kirk aside, and
5 developed a system of "teenage discretion" that would allow him an opportunity to work with the girls.
6 She gave him access to the girls, a therapist, and a PC for a year before Brooke turned 14, hoping to avoid
7 conflict and permit the girls and their dad to mend and improve their relationship.
8

9 Kirk's response? Tactics, manipulation, litigation, rancor and bitterness.
10

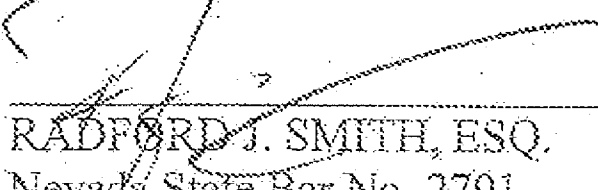
11 Vivian now must request the Court address Kirk's poor relationship with Brooke, and the damage
12 he causes when he demeans and manipulates Brooke and Rylee to eliminate Brooke's voice for the
13 increased independence she must have as part of her natural development.

14 Kirk turned his back on peace in the family; instead, he fomented conflict. Now, to resolve the
15 conflict Vivian must request the Court:
16

- 17 1. Deny Kirk's motion in its entirety;
- 18 2. Direct an interview of the children through the Family Mediation Center;
- 19 3. Find adequate cause for hearing on the issue of custody;
- 20 4. Award attorney's fees to Vivian under EDCR 7.60, and the factors set forth in *Brunzell*.

21 Dated this 17 day of October, 2013

22 RADFORD J. SMITH, CHARTERED
23

24 
25 RADFORD J. SMITH, ESQ.

26 Nevada State Bar No. 2791

27 Attorney for Defendant
28

CERTIFICATE OF MAILING

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid. I served the foregoing document described as:

"DEFENDANT'S AMENDED OPPOSITION TO PLAINTIFF'S MOTION TO MODIFY ORDER RESOLVING PARENT-CHILD ISSUES [TO DELETE "TEENAGE DISCRETION" PROVISION] AND OTHER EQUITABLE RELIEF;

DEFENDANT'S COUNTERMOTIONS TO RESOLVE PARENT/CHILD ISSUES, TO CONTINUE HEARING ON CUSTODY ISSUES, FOR AN INTERVIEW OF THE MINOR CHILDREN, AND FOR ATTORNEY'S FEES AND SANCTIONS"

on this 17 day of October, 2013, to all interested parties as follows:

☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

Tom J. Standish, Esq.
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, Nevada 89169
Attorney for Plaintiff

Edward L. Kainen, Esq.
10091 Park Run Dr., Suite 110
Las Vegas, Nevada 89145
Attorney for Plaintiff



An employee of Radford J. Smith, Chartered

EXHIBIT “A”

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DANIELLE TAYLOR, ESQ.
JOLENE HOEFT, PARALEGAL

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RSMITH@RADFORDSMITH.COM

February 4, 2012

VIA FACSIMILE

Edward Kainen, Esq.

Re: Harrison v. Harrison

Dear Ed:

I find it remarkable that you have time to write a long, detailed letter, but you cannot provide responses to basic discovery that you promised me weeks ago. You have not offered any explanation as to why you have not responded to the discovery. I can only assume that you do not want to provide the information because it could be damaging to your client's position.

Further, I requested in my letter of February 2 that you provide me a copy of the phone records your client received yesterday. Those records were requested as part of our discovery. Please let me know whether your client is willing to provide those records.

Moreover, you have not responded to my letter of January 27 seeking your explanation regarding your intent to reveal Vivian's confidential medical records to lay witnesses, including Ms. Roberts. If I do not hear from you, I will be forced to seek a protective order. I cannot understand why you refuse to address this matter. Your only explanation to me at this point is that the use of the records is some sort of "set up." That does not provide adequate explanation for revealing confidential information.

In addition, I have not received a copy of the records from Marvyn Gawryn that you received on the date of his scheduled deposition. Since I do not have the records, it is difficult for me to comment on your claims, other than I think your theory that Gawryn coached her regarding tests is nonsense. It seems to me that the person in the best position to address your allegations would be Mr. Gawryn, so I do not understand why you cancelled his deposition. Before you make allegations about his interactions with Vivian, you should give him the opportunity to address those allegations.

I wanted to confirm that your deposition of Dr. Margolis is a COR deposition. I presume that you do not intend to have her appear for the deposition. I note that the deposition is set at a time that I could not be present, but again I am assuming that your notice is intended to seek records, not take the deposition of Dr. Margolis. I trust you will contact my office first before setting depositions that I have to attend, and I will give you the same courtesy.

In regard to the allegations contained in the letter, I note again that Vivian made special efforts to preserve your client's phone number, which, of course, is contrary to your client's contention that she intended to cancel his number. Please explain to me why she would go to the trouble of contacting me to write a letter to you telling you how your client could preserve his number if she intended to cancel it.

Edward Kainen, Esq.

February 4, 2012

Page 2

In regard to your allegations regarding the production of billing statements, at the mediation with Mr. Jimmerson both Gary and I provided Jim with redacted billing statements and it is our understanding that those were provided to you. In any event, I am willing to exchange redacted statements with you if you are willing to provide all of Kirk's redacted statements.

I disagree with your statement that the Court did not expect you to provide billings, and in any event you already agreed to provide them to me by January 23 (approximately two weeks after they were due under the document requests served on your office). In our case, I believe the Court indicated that I could provide the information this week, but that he wanted the brief filed by close of business on Friday. Again, if you would like to exchange those documents, let me know.

In regard to Kirk's allegations regarding Vivian's behavior, your recitation of allegations in the letter, with the corresponding threat to show the letter to the judge, suggests to me that you have prepared the letter for that purpose - to show it to the judge. Such a submission would be a violation of our rules. It appears that Kirk is simply looking for a way to get more allegations before the Court. Vivian does not agree with your client's recitation of the events, and indicates to me that he has mistated the facts. In any event, we can all agree that either party showing disrespect to the other in front of any of the children, either your or old, is damaging to this family. I wholeheartedly disagree with your assessment of Kirk's statements and actions outlined on pages 45 through 47 of Vivian's Opposition and Countermotion. I do not believe the quotes were taken out of context, and I believe they demonstrated Kirk's willingness to belittle and marginalize Vivian to the children.

Vivian indicates that both Kirk and Vivian were present when the current video system was involved, and that she has done nothing with the equipment since it was installed. She was not in charge of the system, and she hoped and believed that the system had caught the events of October 14 on video.

In regard to your request that we now have a fifth psychologist or psychiatrist get involved in this matter, it is absolutely unnecessary and will not resolve anything. We have tried in good faith to demonstrate to your client that Vivian is not suffering from any psychological disorder, and some of the best minds in the world have agreed. We have hired what we believe are the finest experts in the this area to address Kirk's claim, and we gave them all of Kirk's allegations so that he could understand that they were considering his positions. So you are clear, I am sending under separate cover the letters verifying that all of the pleadings and all of Vivian's medical records were provided to Dr. Applebaum and Dr. Ronningstam. The doctors reviewed the pleadings and the records and found that Vivian had no personality disorder of any kind. Let me suggest to you the obvious - the reason they did not find one is because none exists.

I am at a loss to understand why you do not proceed with an analysis by Dr. Roitman. I am curious whether you have provided him the pleadings that have been filed in this case, or the medical records, and I have no idea why you have not had Dr. Roitman interview Vivian.

The argument challenging our experts reports appears to be based upon your claim that the information provided to them by Vivian was inaccurate. I would be in a better position to know

Edward Kainen, Esq.

February 4, 2012

Page 3

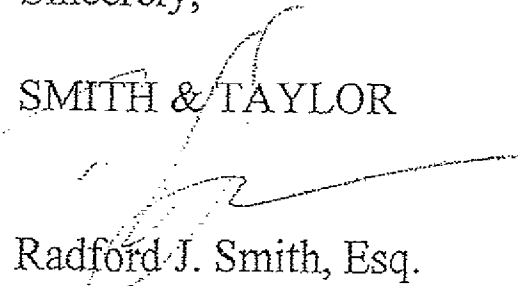
how to respond to your requests if you would provide me an outline of that information contained in their reports that Kirk believes is false or incorrect.

In regard to your claim that Vivian has taken the children to the Atkinson's home for some nefarious reason, please allow for the possibility that the children simply want to spend time with her, and that your client has made it increasingly uncomfortable for her to be in the home. He has locked doors, gotten into her email, kept a running diary

Kirk's allegations all speak to the care of Brooke and Rylee, and address facts that the girls themselves can clear up. I suggest we have them interviewed immediately by Dr. Paglini so the results of that interview are available for the Court on the 10th. This might be the best way to resolve some of the outstanding issues.

Sincerely,

SMITH & TAYLOR



Radford J. Smith, Esq.

RJS:

cc. Vivian Harrison (via email)
Mary Anne Decaria, Esq.
Thomas Standish, Esq.

Send Result Report

MFP

TASKalfa 500ci

Firmware Version 2H7_2F00.012.012 2011.07.14

06/01/2012 15:47
[2H7_1000.023.001] [2H7_1100.002.003] [2H7_7000.012.012]

Job No.: 030960

Total Time: 0°00'52"

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RADFORD J. SMITH, CHARTERED

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Thomas Standish, Esq.	Jolene
	For Radford J. Smith, Esq.
COMPANY:	DATE:
Jolley, Urga, Wirth, Woodbury &	JUNE 1, 2012

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
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EXHIBIT “B”

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Thomas Standish, Esq.	Jolene
	For Radford J. Smith, Esq.
COMPANY:	DATE:
Jolley, Urga, Wirth, Woodbury & Standish	JUNE 1, 2012
PHONE NUMBER:	FAX NUMBER:
699-7500	699-7555
RE:	CASE NUMBER:
Harrison v. Harrison	D-11-443611-D
TOTAL NO. OF PAGES INCLUDING COVER:	
3	

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

DOCUMENT(S) ATTACHED: CORRESPONDENCE FROM RADFORD J. SMITH, ESQ., DATED
TODAY 6/1/12

RADFORD J. SMITH, ESQ.
DANIELLE TAYLOR, ESQ.
GARIMA VARSHNEY, ESQ.
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June 1, 2012

VIA FACSIMILE
Thomas Standish, Esq.

Re: Harrison v. Harrison

Dear Tom:

Thank you for your letter of May 31, 2012. I have had an opportunity to review the letter with Vivian. As I understand Kirk's position, he is requesting three modifications to the proposed MSA I forwarded to you on Friday, May 25, 2012:

- 1) He seeks to eliminate the "teenage discretion" language set forth in paragraph 6 of the draft parenting plan;
- 2) He seeks an additional 10 day period of care during the summer vacation months; and,
- 3) He seeks to change his time to have the girls in his care from Monday and Tuesday to Wednesday and Thursday of each week.

Let me address each of those requests individually:

- 1) *Teenage Discretion*: As we have discussed over the last several weeks, part of Vivian's reluctance to enter into a final agreement without the input from Dr. Paglini was based upon what appears to be Brooke's deteriorating relationship with Kirk. Brooke has regularly indicated to Vivian that she desires spend more time with Vivian. Vivian has compromised in large part based upon the desire of the other members of the family to see this matter close. She still has significant concerns about Kirk's relationship with and care of Brooke, but she has listened to the advice that the resolution of the matter would lead to an improvement of that relationship.

What Vivian seeks to avoid by the language of paragraph 6 is the very thing that Kirk fears. At a certain point all Courts begin to place substantial weight on the desire of a teenage child regarding her care – we cannot affect that factor by any agreement. Paragraph 6 contains language designed to avoid litigation regarding this issue if it arises. Based upon what has occurred in litigation to date, this is an extremely important goal.

Moreover, the concerns raised in your letter will be addressed through the system that the agreement puts in place - counseling and a parenting coordinator. Your client will have a year to address the problems in his relationship with Brooke. The provision does not place the responsibility of choosing on Brooke, it simply gives each child discretion after 14 to spend more time with one parent or the other, a request that will likely be granted to them in any event by the Court. Again, the provision is designed to avoid litigation.

- 2) *Summer vacation:* The girls have attended sewing camp with Vivian in the past. Brooke has gone to the camp for four years since she was eight years old, and Rylee attended last year at eight years old. It is an activity both girls enjoy, and sewing is considered a life skill. In order for the children to go to this camp, Vivian must accompany them, and she must enroll in the program. The camp is filled with days of instruction and sewing. Kirk is welcome to attend the camp. If the children do not want to attend the camp in the future, this issue is moot. Vivian does not feel it is in the best interest of the children at this time to expand the summer visitation periods, particularly in light of Brooke's current difficulty in her relationship with Kirk.
- 3) *Days of the Week:* Vivian too desires to have the children on Wednesday and Thursday of each week. She permitted Kirk to choose between an alternating week schedule and a five/two - two/five schedule, and she feels she should be able to choose which weekdays she has the children. Moreover, it is not our experience that mediations occur more often on Monday and Tuesday, and because there are so few there does not appear to be a substantial need to change the proposed plan. Vivian would be willing to work with Kirk to arrange exchanges in those instances that Kirk has a mediation that is going to last into the evening after the children are out of school.

Please call with questions.

Sincerely,

SMITH & TAYLOR



Radford J. Smith, Esq.

RJS:

cc: Gary Silverman, Esq.
Vivian Harrison

EXHIBIT “C”

VIVIAN'S ACTIVITIES WITH THE CHILDREN SINCE THE ENTRY OF THE PARENTING PLAN

Activities – (signed up scheduled & purchased equipment & provided necessary supplies)

Rylee and Brooke:

- Intensive Dance classes (ballet, Pointe, jazz, Character, Tap, Lyrical, Irish, Hip Hop, Musical theatre, Choreography) – private lessons as needed
- Piano Lessons – Rylee (scheduled during Vivian's visitation days)
- Voice Lessons – Rylee (scheduled during Vivian's visitation days)

Rylee only:

- Activity Days LDS Church (weekly) – Mondays (for Rylee's age group)
- Gymnastics – Rylee (scheduled during Vivian's visitation days)
- Sports
 - o Basketball
 - o Softball

MEDICAL

Make all Doctor appointments and try to schedule during Vivian's days

- Dr. Dewan Pediatric endocrinologist – every 3 months (5 since January)
- Dr. Malliner optometrist – every year (Brooke contracts)
- Lab draws – Rylee every 6 months
- Dr. Noorda orthodontist – 5 appointments since February
- Dr. Bybee dentist – every 6 months (3 since January)
- Dr. Gaal – Otolaryngology – Brooke – 1 apt
- Dr. McKnight – (7 appointments since November 2012 allergist)
- Dr. Smith GP – as needed¹
- Dr. Jonathan Camp (2 apts – pediatric orthopedic surgeon)
- Dr. Rosemary Hyun (Pediatrician – 1 apt)
- Dr. Handler (dermatologist) – Rylee
- Dr. Christine Covetti (dermatologist) – Brooke
- Yearly flu shots
- Brooke-Contact lenses

SCHOOL

- Brooke signed up for Summer BYU Health Class for High School Credit
- Rylee- Nevada Citizenship – 3 countries, diagrams and projects

¹ Kirk's first appointment with Dr. Smith was a few days prior to filing the current Opposition and Countermotion.

- Great American Recital – Vivian and Rylee practiced daily for 2 months during summer (the Great American Recital includes – Reciting from memory, Gettysburg Address, Star Spangled Banner, List of Presidents first and Last names in order, US States & Capitals in alphabetical order, Preamble of the US Constitution, write pledge of allegiance.)
 - o Because Vivian and Rylee practiced the above throughout the summer, Rylee was able to recite from memory all of the above in the 1st day of the school.
- Monthly book reports and 4 projects associated with that report (teacher ask Rylee if she could use hers as sample)
- Brooke –assisted in at least 6 different school projects last school year – provided Math Tutor (the projects included writing essays, preparing reports, etc.)
- Attended ALL Open Houses alone (girls were not in attendance with their Dad) and Parent teacher Conferences
- Bought backpacks & majority of back to school supplies

MISC

- Homecoming dress & shoes
- 8th Grade Graduation Dress & Shoes
- All hair appointments
- Nail appointments (holiday & special events – at least 7 times per year)
- Help Brooke & Rylee with hair and make-up ALL dance recitals, music & voice recitals, homecoming, graduation, etc.
- Set up Photography Session for head shots for Dance Resume and provided props (6 hour shoot at residence)
- Helped girls complete mandatory dance resume for Dance School
- Broadway Season Ticket Holders – Smith Center
- Family Disney Cruise & Disney World Vacation
- Beach Spring Brea
- Ski Trip planned Winter Break
- Week sewing Camp
- Taught Brooke to ride a bike
- Surfing

VOLUNTEER

- Rylee Classroom Parent – every other week
- Volunteer at School every week
- Parent Advisory Committee
- Field Trip Chaperone
- Dance Recital & Meeting
- Assisted at softball practice when needed

EXHIBIT “D”

LIST OF THINGS VIVIAN HELPED THE CHILDREN WITH

- She taught all of the children to read, and she has read extensively with and to all of the children. All of the children have reading awards for number of pages or minutes read during a specific school year. Before the children could read independently, Vivian read all of those pages with the children;
- The children have received mountains of awards based on academics. She was the parent who helped the children with the vast bulk of their homework, but she certainly agrees the children worked very hard at their schoolwork. Kirk may not understand, however, that children do not always run naturally toward schoolwork after school, and there were many times where Vivian had to push all five children to study and complete their assignments and projects;
- Vivian supplemented the children's education by tutoring them during the summers utilizing the Abeka program;
- All of the children have taken swimming lessons. Some started with the "Mommy and Me" program at six months old, but all of them took Red Cross swimming lessons or private swim lessons. (Vivian's mother did not know how to swim, and Vivian was afraid of the children drowning);
- All five children have played soccer, and Vivian coached Joseph's soccer team;
- All five children have played on softball/baseball teams;
- The four oldest children have all played organized basketball;
- The older three children were "every sport, every season" (golf, basketball, volleyball, swim, baseball / softball), and all of them lettered in sports in high school;
- All the children have taken dance lessons (Joseph was the first boy in his dance school);
- Vivian sat through almost all of the full practices of all of the children. Even when they were in high school, Vivian sat through many of the practices, sometimes as the only parent in the stands (with Brooke in a baby seat);
- The older children were in karate when they were five, and Tahnee and Whitney achieved their junior black belts. Vivian believes that Joseph may have also, or was very close to it;
- All five children have taken piano lessons, while Brooke and Rylee have also taken violin, guitar and drums;
- The older children have received art instruction through the Parks and Recreation Department;

- Vivian took the children on many vacations to Disneyland alone (at least once per year and sometimes twice). Kirk and Vivian once took a vacation without the children to Paris, but Vivian asked Kirk if they could come back early because she couldn't stand to be away from the children and was worried about them. That is the only time she can ever recall being away from the older girls or Joseph during their childhood;
- Joseph played baseball for approximately six years when he was younger.
- All the children have taken golf lessons, and Joseph is pursuing a career in professional golf.
- All the children have been good students. Some have had different struggles and different strengths. Tahnee and Whitney are graduates of the prestigious and difficult International Baccalaureate program at Green Valley High School. Joseph struggled a little, but he was an excellent math student and an incredible golfer. Brooke and Rylee are both excellent students.
- There were days that Vivian was in the car driving the children to places 5 or 6 hours. The parties used to joke that Brooke grew up in a car seat.
- Tahnee and Whitney were both in the Miss Teen Nevada pageant and others. Tahnee was Miss Teen Nevada.

See Vivian's Opposition to Kirk's Motion for Joint Legal and Primary Physical Custody, et al. filed on October 27, 2011, pages 22-24

EXHIBIT “E”

**Paragraph
Number**

Tahnee's Affidavit

- 1 Daughter of Kirk and Vivian
- 2 Affidavit is based upon my personal knowledge
 - 3 Graduated from college end of fall 2008, lived at home since January 2011. Prior to that lived at home each summer,
 - 4 Thanksgiving, Christmas and Spring Break
 - 5 Summer of 2005, Vivian took Brooke and Rylee somewhere for several weeks
 - 6 After Summer of 2005 Vivian started to act differently
 - 7 2006, Kirk retires, Vivian started to withdraw
 - 8 June 2008 - car ride - Vivian started belittling Whitney's intelligence and criticizing her weight
 - 9 January 30, 2009 - Vivian wanted to invite some other girl for a dinner with Harrisons and another family. Kirk said it won't be appropriate, Vivian said she was leaving him
 - 10 February 27, 2009 - Vivian threw coffee mug at Kirk
 - 11 March 12, 2009 - Vivian said Kirk did not cook enough. Tahnee says that's not true
 - 12 March 16, 2009 - Joseph's birthday party
 - 13 When Kindles first came out, Vivian got one and became more isolated
 - 14 August 29, 2009 - Tahnee saw Brooke on internet at an Ashley Tisdale fan chat room
 - 15 September 2009 - Vivian told Tahnee she wanted to spend three to four months in Europe
 - 16 September 12, 2009 - Vivian invited five or six 16 year old girls over to watch a movie in the home theater
 - 17 Vivian's fixation with the show "Tudors" (around October 7, 2009)
 - 18 October 12, 2009 - Jonathon Rhys-Meyers
 - 19 October 13, 2009 - Justin Timberlake
 - 20 October 16, 2009 - about how Vivian talks in front of Brooke and Rylee about divorcing Kirk, Tahnee mentions how she believes Vivian has deteriorated in the past one year due to her Phentermine use,
 - 21 October 20, 2009 - Kirk is trying to build an apartment at the ranch for Brooke and Rylee
- 22 November 13, 2009 - Vivian googled Jonathan Rhys-Meyers and expressed displeasure regarding his girlfriend
- 23 In New York - Whitney's fiancée's mother stayed in the same hotel room
- 24 December 4, 2009 - psychic
- 25 December 13, 2009 - Vivian got a procedure done on her face
 - December 13, 2009 - during dinner with Kirk, Tahnee mentions that Jonathan Rhys-Meyers is involved in organization in Ireland and the organization does philanthropic work in India

26 December 23, 2009 - Vivian spent \$875 on jacket and \$500 each on two pairs of jeans
27 December 25, 2009 - Vivian bought a pair of books for \$800
28 December 31, 2009 - Vivian got upset because Kirk took Brooke and Rylee to see the movie "Avatar"
29 February 3, 2010 - Vivian buys Christian Louboutin shoes and a dress \$1,395
30 Vivian goes to a basketball game in high heels and a leather coat
March 1, 2010 - Vivian talked about having fat injected into her butt, Tahnee talks about reading books regarding narcissistic
31 mothers
32 March 8, 2009 - Vivian started sleeping with Brooke and Rylee again
33 April 5, 2010 - Salt Lake City, Utah to attend a Muse concert
34 April 16, 2010 - Driving home from Salt Lake, stopped at Mexican restaurant, Vivian gets upset with Whitney
August 25, 2010 - While Kirk is recovering from a bicycle accident, Vivian was on phone with the psychic and could not take
35 Brooke to her orthodontist appointment, later she was busy on facebook
36 October 3, 2010 - Vivian's relationship status on facebook is "single"
37 March 19, 2011 - Vivian removed Tahnee from her facebook
38 Tahnee says Vivian is self-absorbed, has uncontrolled fits of rage, etc.
39 Tahnee says that Kirk takes good care of Brooke and Rylee on a daily basis
49 Kirk should have primary custody

Paragraph
Number

Whitney's Affidavit

- 1 Daughter of Kirk and Vivian
- 2 Affidavit is based upon my personal knowledge
- 3 Graduated from college in spring 2009, lived at home after graduation until September 2010, spent summer during the college at home and come home for Thanksgiving and Christmas
- 4 2005 - Vivian abruptly took Brooke and Rylee somewhere for several weeks
- 5 during this time, Vivian started acting differently
- 6 After Kirk retired in 2006, Vivian started withdrawing from other members
- 7 June 2008 - Car incident - belittling Whitney's intelligence, attacked Tahnee
- 8 Summer and Fall of 2008 - in Australia, Kirk's roommate and Kirk came down. When Whitney called Vivian, she said Kirk did not tell her "where the money is" and "to make sure the sharks can do their job"
- 9 July 31, 2009 - Drove Kirk's car to St. George to see a play - Vivian read Kindle
- 10 Middle of September 2009 - Vivian read all the time
- 11 October 2009 - Kirk spent 4 days at Ranch, Brooke and Rylee did not eat dinner until 10:00 p.m.
- 12 October 16, 2009 Tahnee and Whitney's discussion with Kirk re: Vivian talking about divorcing him, her adversarial behavior etc.
- 13 Summer of 2009 - Vivian said she's going to Europe
- 14 Summer of 2009 - Vivian's fascination with Jonathan Rhys-Myers
- 15 November 2009 - Whitney's fiancée comes for Thanksgiving Dinner
- 16 October/November 2009 - Vivian starts having numerous treatments on her face, and started spending more and more time in her office reading
- 17 December 13, 2010 - Dinner with Kirk and Tahnee - Vivian wants to go to India because of Jonathan Rhys Meyers
- 18 Vivian sleeps with Brooke and Rylee
- 19 December 2009 - Vivian buys a pair of books \$800
- 20 January 6, 2010 - Kirk said Vivian wanted Whitney to change her wedding date due to Vivian's elective plastic surgery
- 21 January 24, 2010 - Rylee's 7th Birthday - Vivian did not help in preparing for the party
- 22 Vivian went to California to have plastic surgery
- 23 April 5, 2010 - Salt Lake City, Utah Muse concert
- 24 April 2009 - Vivian told Whitney that she is going to divorce Kirk
- 25 March 2011 - Vivian said Whitney has gained weight
- 26 Vivian most of her time in home office with door closed
- 27 Kirk should be granted total custody

EXHIBIT “F”

Sent from my iPhone

Begin forwarded message:

From: emmabharrison@aol.com
Date: August 5, 2013, 2:08:53 PM PDT
To: vivianlharrison@aol.com
Subject: Dad

Dear mom,

Dad took my phone away and he is being so mean to me. There is no other way to contact you except email. I'm sorry 🙏 Rylee is next to me in one bed watching her iPad and dad comes over sits at my feet and asks "Why don't I want to do anything?" I said I want to stay in the hotel room because apparently we're staying here for another 8 days. He rips my phone out of my hands takes off the charger and headphones and he asks me why I'm listening to people who are telling me that he is a bad person (he is referring to you) I tell him there isn't and he says its not good to lie. Then he states that I am lying about being hurt and having cramps and that I am being spoiled and mean and selfish. Then he starts going on about he raised me since I was 7 and how he took me to school. Then he asked why I don't love him and I said he doesn't respect privacy, he barges in, doesn't support me in anything I do, Then he asks what he doesn't support me in, and I say dance and he says he drives me to and from and he pays tuition. Then, I say that he doesn't support me in Makeup Artistry and then he says that he's bought me makeup and that what else can he do to support me. And then I say that he always says he'd rather me be a lawyer or a doctor and then he says I'm too smart to become a makeup artist etc. Then Rylee's show is done and she closes her iPad because dad stated earlier that she MUST stop after that episode. So she turns it off and dad not respecting Rylee starts saying how if he died today I wouldn't shed a tear and how I don't want to be with him anymore and why I hate him. Then he starts calling me selfish and how I don't want to do anything with the family and I say we aren't a family. Then I start to ignore him while he starts blaming everything on "the person that is telling me all about the bad stuff isn't doing the right thing and how its affecting our relationship. He walks back to his bed and says that he is sorry to Rylee and not saying how he is sorry. Then I turn over to rylee and wrap my arm around her and turns away from me. Then I ask dad for my phone because I want to talk to you and he says no and then I say he is not letting me talk to you. Thats all that happened. I miss you mommy. I want to come home and be with you and Rylee without her thinking I'm a horrible person. I hate Utah and I hate dad. I love you.

Love,

Brookie 🙏 🙏

EXHIBIT “G”

Harrison v. Harrison

Excerpt from the Affidavit of Vivian Harrison, Filed October 27, 2011

78. Kirk claims that I have taken credit for the accomplishments of the children. Frankly, is absurd and ridiculous. I'm not sure from his explanation how he thinks that I took such credit. I certainly never said, "I earned that trophy", or "I'm Miss Teen Nevada", or "I hit that home run," "I won that State Championship," or "That Jr. Black Belt is mine", or "I took that math exam," etc. Did I see to it that they were signed up, had the proper equipment, and went to practice on a consistent basis? Yes, but their achievements are their own. I have been proud of my children's accomplishments like all parents, and if Kirk and others have heard me speak about my children's accomplishments, it's because in that area there is a lot I can talk about.

79. There have been times when I have discussed my role in the children's accomplishments with them. Our daughter Tahnee has a temper, and when angry can make very hurtful comments. For example, she has said, "I'm smarter than you," "have more talent than you", "am more athletic than you", "I went to a better college than you," "I'm going to be more successful than you," "You do nothing, you don't even work", "Its dad's money", etc. (all themes that I believe have been kept alive by Kirk since they are mentioned throughout his motion). I had conversations with Tahnee when she was in high school, after she said something along the lines of the foregoing quotes, reiterating the fact to Tahnee that she was able to achieve so much was because I supported her efforts. Tahnee would then allege I was trying to take credit. The problem wasn't that I wanted to take credit, the problem was that Tahnee was of the belief that she did not need to show any gratitude, and even worse, she could taunt me by telling me that I had no role in her achievements. Do I think she was grateful? Yes, I do. Do I

think she said things in the heat of arguments that suggested she wasn't grateful? Yes, I do. Rather than assuring her that I played any role in her success, it is clear (indeed, he even admits it) that Kirk instead fostered the notion, and continues to foster the notion, that I only did anything for Tahnee (or any of the other children for that matter) because I wanted to take credit for it.

80. One of the consistent problems in our marriage has been Kirk's lack of respect for me when dealing with the children. There are numerous times in his affidavits that he demonstrates this. When I would attempt to discipline the children by loss of privileges, he often undermined it. Kirk has on many occasions referred to me as a "freeloader" and he told me in front of the children "you don't work." He has even convinced the older children that I don't deserve "his money," a theme the two oldest girls have seemed to latched onto based upon their continual reference to things I buy (of course neither of them has ever suggested to me that I've spent too much on them). So the Court can see that Kirk's suggestion that I only buy things for myself is plain wrong, I have attached as Exhibit A-3 a list of purchases I have made on behalf of the children in the period from 2005 to 2011.

81. There are other themes besides the "your freeloading mother is spending too much of my money" and "she has stolen credit for all your achievements" mantra that he has used to try to alienate the children. Kirk's most recent invention is that I have favored Tahnee while growing up. I have never "favored" any child and I love them all immeasurably. Each child had his or her own individual needs and talents and interests, which I did my best to address. Whitney spent more time with her friends, because Whitney's personality is very gregarious and social. She loves to be around people; she is very social and has lots of friends. Tahnee's personality is quite different. She is much more introverted and enjoys spending time

alone. Tahnee loves to stay at home and read, draw and work on the computer. Being around people is exhausting for Tahnee and she has described herself as having social anxiety. I supported Whitney's decision to participate in extra-curricular activities and attend the LDS church. I supported all of the children in everything they did. Sibling rivalry and relationships are always complicated, and I did my best to help all of them.

82. Kirk makes much of the notion that Whitney, at age 13, expressed that she wanted to live with friends (she never actually did live with anyone else). Whitney had good friends who were LDS, and she wanted to go to church regularly. She looked at LDS families and compared them to Kirk and me, and she thought we fell short of her ideal. Again, she was 13 years old. Whitney remained in our home, and was very involved in church activities, student body office, and other leadership positions at school. Rather than allowing this to just die, Kirk brings this issue up over and over again. At no time do I recall ever expressing to Whitney that she should move out of our house.

83. Kirk's repetition of problems that occurred while the children were in high school is on full display in his motion. He repeats again the incident where I smacked Tahnee and told her to get out of the house. Kirk, of course, has selectively used or distorted facts. First, he claims Tahnee was sixteen. In reality she was almost 18, and in her senior year of high school. After arguing for a significant period in which Tahnee continued to belittle my parenting of our younger children, she punctuated her argument with a "F__k you," and I smacked her mouth. I am not proud of that fact, but it was a single incident. Contrary to Kirk's contention, that is the only time I ever recall smacking Tahnee in the mouth. I fully understand teenagers need to become independent and thus separate themselves from their parents. I also understand that this struggle for independence may lead to disagreements. I do not believe, however, that a

teenager's desire to gain independence grants them license to be rude, defiant and ignore their responsibilities

84. Both Kirk and Tahnee have failed to tell the whole story underlying that incident, and by doing so, have misrepresented it. Tahnee and I began having difficulties when she started high school. Our family was forced out of our Boulder City home because of a lawsuit Kirk was in with our neighbor, and we were renting a home in Green Valley. Tahnee and Whitney transferred to Green Valley High School and were accepted into the International Baccalaureate Program. Both girls made the golf team and Whitney also made the basketball team and served as an officer in the student government. During Tahnee's junior year she inexplicably appeared to be shutting down and exhibiting signs of depression. She became more isolated, quit her dance and piano classes, refused to practice golf, study for her preparatory ACT Kaplan practice exams and received multiple failing notices. See Exhibit A-4, attached hereto. She had also begun to talk back and became openly defiant in front of Brooke who then was only three years old. I took Tahnee to Sue Beglinger, a family counselor, and then to a psychiatrist, Dr. Elizabeth Tully to prescribe medication. I was seriously concerned about Tahnee's failing notices, and I wanted to help her overcome her problem. Kirk's only input to this process was to criticize me for trying to "control" Tahnee. I was extremely thankful when the psychiatrist provided a medical note that allowed Tahnee additional time to turn in all late assignments, and Tahnee was eventually able to pull up her grades. Nevertheless, this was a very stressful time for the family.

85. We finally moved into a new home in Boulder City, and our fifth child Rylee was born in January 2003. My conflicts with Tahnee became more frequent and started to escalate. I asked Kirk to assist me in parenting the older children for months, but Kirk replied that I had "messed up the kids", and now I wanted him to "fix it." Instead of Kirk becoming supportive, he

began to undermine my authority by belittling me openly in front of the children. He started saying things like, "You know how your Mom is" and, "just walk away and wait until I get home." After a while, whenever I asked Tahnee to do anything she did not want to do she said, "No, I'll talk to Dad."

86. The day that I asked her to leave, we had been arguing for hours. When I went into a different room with the little girls, then three and a baby, she would follow and say more. The conversation became heated. I was tired, and I was angry that she continued to come after me even with the little girls there. I said things that I shouldn't have – the worst of which was mentioning the problems she had undergone earlier that school year. I know that hurt Tahnee, and she felt like I was abandoning her by telling her to leave. I simply wanted to stop the arguments, and I did not truly think she would be gone for any length of time. It was wrong, and I regret it, but what truly made it an incident that continues to be brought up over and over again is the way Kirk reacted.

87. Tahnee did leave the house that day, but I knew where she would go, her friend Heather's house. Tahnee had a place to go and was not in any danger or living on the street. I was hoping for two things, 1) Kirk would realize the severity of the situation and step up and help parent; and, 2) Tahnee would realize how good she had it and make a commitment to change and participate with her family in a positive nature. Instead, Kirk retrieved Tahnee from Heather's (exactly where I suspected she would go) and brought her home. In front of the children he said "this house belongs to the children" and that it was going to "always be their home no matter what they say or do." In other words, the children need not show me any respect, were free to do whatever they wanted or did not want to do at the home, and there was not going to be any consequence. Kirk expresses his view in his motion that the children's only

“fault” was to want some independence from me, or to dare to question a decision I made concerning them.

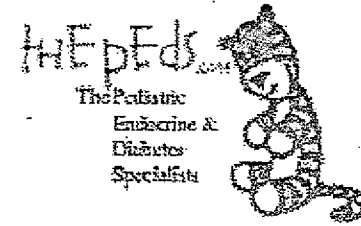
88. I note that in his motion he presents his theme that I could not accept the independence of the children in a way that makes no sense. Strangely, while saying on the one hand that I was too involved in the older children’s lives (and thus could not accept their independence), he also states that after giving birth to Rylee and having a toddler, Brooke, I became more focused on the two youngest children, while I became less tolerant of the oldest three children’s attempts to be more independent. (Kirk’s aff. p. 7) That statement is contradictory and illogical. It stands to reason that if I was more focused on the younger children that I would be less focused on the older three and any of their attempts to be more independent would be aided by my focus on the younger children.

89. Kirk, however, was wrong about what was going on. The person that best expressed what happened that day was Tahnee. In a letter that she wrote, she outlined how she felt about the incident. A true and correct copy of that letter is attached hereto as Exhibit A-5. For me, the incident is over, and I love Tahnee and always will. She should, and I believe does, know that I will be there for her whenever she needs me for as long as I live.

90. While Kirk is quick to blame me for every ill that has ever occurred in our family, he fails to mention any of his own confrontations with Whitney and Tahnee. When they were defiant with him the story had a different ending. He chased Tahnee down the street yelling. My recollection is that he couldn’t catch her and came back empty handed, and it was a while later when Tahnee mustered enough courage to come home. He also chased Whitney with a hairbrush in our home and caught her upstairs and spanked her with the brush in hand. He also chased Tahnee while playing golf at the golf course and she fell down in a hazard and cut her leg. He

grabbed her and brought her back to the golf cart. All of these instances occurred during the same timeframe, and during all the above instances Kirk used profanity. Kirk did these things only on a few occasions when the girls were defiant with him, and they stopped being defiant. With me, however, that never happened. I couldn't threaten them with physical punishment. Tahnee is six feet tall and Whitney is five foot eight and they both are junior black belts. The girls were bigger, stronger, and faster than me. At five foot three and often with a toddler and infant in my arms, I posed no real threat to them. With Kirks constant undermining and non-supportive nature, I could not discipline them in anyway.

EXHIBIT “H”



6 July 2013

To Whom It May Concern:

I am writing this letter in regards to Rylee Harrison. She was first seen by us in April 2011 after mother had become suspicious that the testosterone medication that she had been prescribed by her physician might be causing changes in her daughter. She had been applying the cream in the areas recommended by the FDA and the drug manufacturer. She sought out medical opinion, and it was suspected that the medication that she was using might have been giving some secondary transference to her child and causing changes in her body. At the time of the prescription, there was no warning to the consumer or physician that such a transference of testosterone cream to fomites and then other household members could occur. Now such a black box warning does exist, but in 2011 it did not.

Upon learning that the cream may be the cause for her daughters development of pubic hair, she stopped the cream and switched to injections. This is safe, and would allow continued co-bedding with the children in a safe manner.

It was discussed that the testosterone exposure may of advanced her bone age, and when she went into puberty, we may consider a surgical implant of Supprelin to suppress puberty and maximize her height. The need for the implant is totally voluntary, and in no way is required for her to have a healthy life. The implant secretes a hormone that her body normally would make, and in itself has no side effects that could harm her.

Estimation of height is exactly that. An estimate. The closer you get to the final adult height, which typically is at age 14-15 in a female, the more accurate the estimation. Estimations done at age 2 are not very accurate, and there are general formulas and ways to estimate final adult height, but many factors in the course of ones life can come into play and alter this- things such as subclinical ovarian cysts that advance bone age. Our estimation, based upon the fathers height and the mothers height that the midparental height, or genetic expectation was to be 68 inches in height. This differs from the pediatricians estimation of 6 feet tall, but is considered to be more accurate. We felt that Rylee was on track to having a final adult height of 64 inches. This was based upon an advanced bone age that she had done. This is still with 2 standard deviations from the midparental height, and still is

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considered to be within the normal range for her genetic potential, just on the lower end of of it. Many children can have advanced bone age without exposure to testosterone. Ovarian cysts can advance it, obesity can advance it, and there are factors that we don't understand. To say that Rylee's predicted height and advanced bone age is solely secondary to the testosterone exposure would be wrong. It did contribute, there is no doubt, but to be solely responsible we cannot say.

Rylee's mother has been to every single appointment. She has called into the office, followed up on lab results, xray results, and has always asked very appropriate and intelligent questions. She has never missed an appointment, missed a lab draw, and has researched on her own to educate herself on options that she may have. Upon learning that the cream could be harming the family, she immediately stopped, and switched to a non contaminating formulation.

I am of the opinion that Rylee's mother has shown nothing but genuine interest in Rylee's health as any mother would. She appears to be the main caregiver and liason for her health.

As Rylee's stature is going right now, she is in the lower range of normal for her genetic potential. Use of the implant is a consideration, but not an absolute, and may even possibly not be needed. Depends how things play out. Her weight can contribute to advanced bone age, and it is not uncommon for preadolescent females to have ovarian cysts that wax and wane and effect the bone age. To say that the testosterone cream and exposure are solely responsible would be very wrong. Mother became suspicious and initiated the workups that led to the diagnosis. She was vigilant, and correct in her suspicions. We feel the mother has been very involved in Rylee's health beyond the testosterone, and only has Rylee's best intentions at heart.

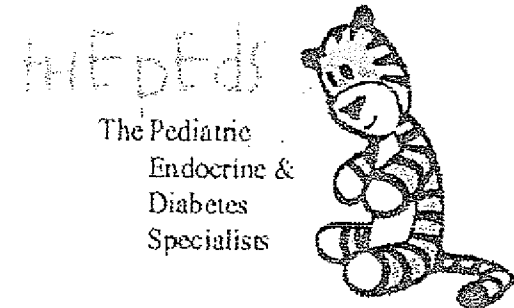
Respectfully,

Ashish Dewani, MD
Endocrinology

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EXHIBIT "I"

14 October 2013



DECLARATION EXECUTED IN THE STATE OF NEVADA (NRS 53.045)

1. My name is Dr. Asheesh Dewan.
 2. I am an adult.
 3. I make this declaration of my personal knowledge unless stated otherwise.
 4. I am a physician licensed in the State of Nevada. I specialize in pediatric endocrinology. Rylee Harrison has been my patient since April 2011, when her parents brought her to me for possible precocious puberty.
 5. Since that time I have seen Rylee on regularly scheduled appointments. Most recently, I examined her on October 7, 2013, after she had drawn blood samples and a bone age x-ray to determine her growth pattern.
 6. I reviewed the results of her tests with her parents during that appointment. At that time I informed them of my conclusions:
 - A. Rylee, who will be age 11 in January has entered puberty which is normal for her age. Rylee is currently 63.22" inches tall. Rylee's bone age x-ray matches her current chronological age of 11 and displays bone age and growth patterns which are normal for her age and genetic potential. The Mid parental height growth potential is estimated at 68 inches given her parents adult height. Rylee does not have advanced bone age and no medical intervention of any kind is warranted.
 - B. Given her current height and bone age Rylee is estimated to be at the high end of her genetic potential with an predicted adult height of around 5'10" tall.
 - C. In my opinion, she is healthy and doing well; she does not need further blood draws or tests.
 - D. I would like to examine her again in six months, only to monitor her weight.
- I declare under penalty of perjury that the foregoing is true and correct.

Executed on this date 14-October 2013, in Las Vegas

A handwritten signature in black ink, appearing to read 'Asheesh Dewan'.

Asheesh Dewan, MD
Endocrinology

EXHIBIT “J”

Chart 2: Custody Criteria*

STATE	Statutory Factors**	Child's Wishes	Joint Custody Authorized	Presumption in Favor of Joint Custody	Cooperative Parent	Domestic Violence***	Attorney or GAL****
Alabama							
ALA. CODE § 30-3-131	X	X ¹	X	X ²	X	X	
ALA. CODE § 30-3-152							
Alaska							
ALASKA STAT. § 25.20.060	X	X	X		X	X	X
ALASKA STAT. § 25.24.150							
Arizona							
ARIZ. REV. STAT. § 25-321	X	X	X	X	X	X	X
ARIZ. REV. STAT. § 25-403							
Arkansas							
ARK. CODE ANN. § 9-13-101		X	X			X	X
California							
CAL. FAM. CODE § 3010	X	X	X	X ²	X	X	X
CAL. FAM. CODE § 3011							
CAL. FAM. CODE § 3020							
CAL. FAM. CODE § 3027							
CAL. FAM. CODE § 3027.5							
CAL. FAM. CODE § 3028							
CAL. FAM. CODE § 3030.5							
CAL. FAM. CODE § 3031							
CAL. FAM. CODE § 3040							
CAL. FAM. CODE § 3041							
CAL. FAM. CODE § 3041.5							
CAL. FAM. CODE § 3042							
CAL. FAM. CODE § 3044							
CAL. FAM. CODE § 3046							
CAL. FAM. CODE § 3047							
CAL. FAM. CODE § 3048							
CAL. FAM. CODE § 3064							
CAL. FAM. CODE § 3080							
CAL. FAM. CODE § 3081							
CAL. FAM. CODE § 3085							
CAL. FAM. CODE § 3120							
CAL. FAM. CODE § 3150							
CAL. FAM. CODE § 6323							
Colorado							
COLO. REV. STAT. § 14-10-124	X	X	X ³		X	X	X
Connecticut							
CONN. GEN. STAT. § 46B-54	X	X	X	X ²	X	X	X
CONN. GEN. STAT. § 46B-56							
Delaware							
DEL. CODE ANN. TIT. 13 § 721	X	X	X		X	X	X
DEL. CODE ANN. TIT. 13 § 722							
District of Columbia							
D.C. CODE § 16-914	X	X	X		X	X	X
Florida							
FLA. STAT. § 61.13	X	X	X	X ¹	X	X	X
FLA. STAT. § 61.401							
Georgia							
GA. CODE ANN. § 19-9-3	X	X	X			X	X
Hawaii							
HAW. REV. STAT. § 571-46	X	X	X			X	X
Idaho							
IDAHO CODE ANN. § 32-704	X	X	X	X		X	X
IDAHO CODE ANN. § 32-717							
IDAHO CODE ANN. § 32-717B							
Illinois							
750 ILL. COMP. STAT. 5/601	X	X	X		X	X	X
750 ILL. COMP. STAT. 5/602							
750 ILL. COMP. STAT. 5/602.1							

STATE	Statutory Factors**	Child's Wishes	Joint Custody Authorized	Presumption in Favor of Joint Custody	Cooperative Parent	Domestic Violence***	Attorney or GAL****
Indiana							
IND. CODE § 31-17-2-8	X	X	X			X	X
IND. CODE § 31-17-2-15							
IND. CODE § 31-17-6-1							
Iowa							
IOWA CODE § 598.12	X	X	X		X	X	X
IOWA CODE § 598.41							
Kansas							
KAN. STAT. ANN. § 23-2219	X	X	X		X	X	X
KAN. STAT. ANN. § 23-3203							
KAN. STAT. ANN. § 23-3206							
Kentucky							
KY. REV. STAT. ANN. § 403.270	X	X	X			X	
Louisiana							
LA. CIV. CODE ANN. ART. 131	X	X	X	X		X	X
LA. CIV. CODE ANN. ART. 132							
LA. CIV. CODE ANN. ART. 134							
LA. REV. STAT. ANN. 9:345							
LA. REV. STAT. ANN. 9:364							
Maine							
ME. REV. STAT. TIT. 19-A § 1507	X	X	X ³		X	X	X
ME. REV. STAT. TIT. 19-A § 1653							
Maryland							
MD. CODE ANN. FAM. LAW § 9-101.1		X ⁶	X			X	X
MD. CODE ANN. FAM. LAW § 1-202							
MD. CODE ANN. FAM. LAW § 5-203							
Massachusetts							
MASS. GEN. LAWS CH. 208 § 28			X			X	X
MASS. GEN. LAWS CH. 208 § 31							
MASS. GEN. LAWS CH. 208 § 31A							
MASS. GEN. LAWS CH. 209C § 10							
MASS. GEN. LAWS CH. 215 § 56A							
Michigan							
MICH. COMP. LAWS § 722.23	X	X	X		X	X	X
MICH. COMP. LAWS § 722.24							
MICH. COMP. LAWS § 722.26A							
Minnesota							
MINN. STAT. § 518.17	X	X	X	X ²	X	X	X
MINN. STAT. § 518.165							
Mississippi							
MISS. CODE ANN. § 93-5-23		X ⁷	X	X ²		X	X
MISS. CODE ANN. § 93-5-24							
Missouri							
MO. REV. STAT. § 452.375	X	X	X ⁸		X	X	X
MO. REV. STAT. § 452.385							
MO. REV. STAT. § 452.410							
MO. REV. STAT. § 452.423							
Montana ⁹							
MONT. CODE ANN. § 40-4-205	X	X	X			X	X
MONT. CODE ANN. § 40-4-212							

Chart 2: Custody Criteria* (continued)

STATE	Statutory Factors**	Child's Wishes	Joint Custody Authorized	Presumption in Favor of Joint Custody	Cooperative Parent	Domestic Violence***	Attorney or GAL****
Nebraska NEB. REV. STAT. § 42-358 NEB. REV. STAT. § 42-364 NEB. REV. STAT. § 43-2923	X	X	X			X	X
Nevada NEV. REV. STAT. § 125.480	X	X ^{9,5}	X	X	X	X	
New Hampshire N.H. REV. STAT. ANN. § 461-A:6	X ³	X	X		X	X	X
New Jersey N.J. STAT. ANN. § 9:2-4	X	X	X		X	X	X
New Mexico N.M. STAT. ANN. § 40-4-8 N.M. STAT. ANN. § 40-4-9 N.M. STAT. ANN. § 40-4-9.1	X	X	X	X	X	X	X
New York N.Y. DOM. REL. LAW § 240		X ¹⁰				X	X
North Carolina N.C. GEN. STAT. § 50-13.1 N.C. GEN. STAT. § 50-13.2		X ¹¹	X			X	
North Dakota N.D. CENT. CODE § 14-09-06.2 N.D. CENT. CODE § 14-09-06.4	X	X	X		X	X	X
Ohio OHIO REV. CODE ANN. § 3109.04	X ³	X	X ¹²		X	X	X
Oklahoma OKLA. STAT. TIT. 43 § 109 OKLA. STAT. TIT. 43 § 112		X	X ¹²		X	X	X
Oregon OR. REV. STAT. § 107.137	X	X ¹³	X ¹⁴		X	X	
Pennsylvania 23 PA. CONS. STAT. ANN. § 5328 23 PA. CONS. STAT. ANN. § 5334	X	X	X		X	X	X
Rhode Island R.I. GEN. LAWS § 15-5-16 R.I. GEN. LAWS § 15-5-16.2		X ¹⁵	X		X ¹⁵	X	X
South Carolina S.C. CODE ANN. § 63-3-530 S.C. CODE ANN. § 63-3-810 S.C. CODE ANN. § 63-15-30 S.C. CODE ANN. § 63-15-40		X	X			X	X
South Dakota S.D. CODIFIED LAWS § 25-4-45		X ¹⁶	X			X	X
Tennessee TENN. CODE ANN. § 36-4-132 TENN. CODE ANN. § 36-6-101 TENN. CODE ANN. § 36-6-106	X	X	X	X ¹²	X	X	X
Texas TEX. FAM. CODE ANN. § 107.002 TEX. FAM. CODE ANN. § 153		X ¹⁸	X ¹⁹	X		X	X
Utah UTAH CODE ANN. § 30-3-10 UTAH CODE ANN. § 30-3-10.02 UTAH CODE ANN. § 30-3-10.10 UTAH CODE ANN. § 30-3-11.2	X	X	X		X	X	X

STATE	Statutory Factors**	Child's Wishes	Joint Custody Authorized	Presumption in Favor of Joint Custody	Cooperative Parent	Domestic Violence***	Attorney or GAL****
Vermont VT. STAT. ANN. TIT. 15 § 594; 665; 665A	X	X ²⁰	X		X	X	X
Virginia VA. CODE ANN. § 20-124.2; 20-124.3	X	X	X		X	X	X ²¹
Washington WASH. REV. CODE § 26.09.013 WASH. REV. CODE § 26.09.187 WASH. REV. CODE § 26.09.220	X	X	X		X	X	X
West Virginia W. VA. CODE § 48-6-206 W. VA. CODE § 48-9-209 W. VA. CODE § 48-9-302	X	X	X		X	X	X
Wisconsin WIS. STAT. § 767.41 WIS. STAT. § 767.407	X	X	X	X	X	X	X
Wyoming WYO. STAT. ANN. § 20-2-201	X	X ²²	X		X	X	

* The chart looks at child custody determinations during a divorce or separation. The statutes cited do not necessarily affect child custody decisions in other situations.

** Although there is a statutory list of factors, the court may in its discretion consider other factors under the particular circumstances of the case.

*** The jurisdiction has enacted a statute permitting the consideration of domestic violence in conjunction with child custody. The statutes vary from making domestic violence a factor in custody determinations, to imposing presumptions against custody in batterers or imposing special procedural considerations in cases involving domestic violence.

**** This column indicates whether a state has statutory authority for appointment of a guardian *ad litem* or attorney for a child specifically in child custody cases.

1. By case law. *See, e.g., Nauditt v. Haddock*, 882 So. 2d 364 (Ala. Civ. App. 2003).
2. There is a presumption that joint custody is in the best interest of the child if both parents request joint custody.
3. Does not use the term "child custody," but instead uses the terminology, such as "parental responsibilities and rights," "legal custodian," or other similar terminology.
4. Fla. Stat. § 61.13(2)(c)(2)—"The court shall order the parental responsibility for a minor child be shared by both parents unless the court finds that shared parental responsibility would be detrimental to the child."
5. Domestic violence is not addressed in the statute but has been considered by courts as a factor in case law.
6. By case law. *See, e.g., Hild v. Hild*, 157 A.2d 442 (Md. 1960); *Wagner v. Wagner*, 674 A.2d 1 (Md. Ct. Spec. App. 1996); *Montgomery Cnty. Dep't of Soc. Services v. Sanders*, 381 A.2d 1154 (Md. Ct. Spec. App. 1977).
7. Factors considered in custody decisions are listed in case law. *See Albright v. Albright*, 437 So. 2d 1003, 1005 (Miss. 1983).
8. Public policy encourages participation of both parents in decisions and statute directs that "the court shall determine the custody arrangement which will best assure both parents participate in such decisions . . . so long as it is in the best interests of the child." This statute, however, does not create a presumption in favor of joint custody. *In re Marriage of Kroeger-Eberhart v. Eberhart*, 254 S.W.3d 38, 2007 Mo. App. LEXIS 1661 (Mo. Ct. App. 2007).
9. In Montana, the words "custody," "joint," "primary parent," or "visitation" are not used when referring to child custody. Parents are considered to have identical rights as to the child, but their parenting times may differ.
- 9.5. Nevada will consider a child's wishes, among other factors, if the child is of sufficient age and capacity to form an intelligent preference as to custody.
10. By case law. *See Giant v. Higgins*, 203 A.D.2d 23 (N.Y. App. Div. 1994).
11. By case law. *See, e.g., Harris v. Harris*, 115 N.C. 587 (1894); *Brooks v. Brooks*, 184 S.E.2d 417 (N.C. Ct. App. 1971).
12. Uses the term "shared parenting."
13. By case law. *See In re Marriage of Tuttle*, 660 P.2d 196 (Or. Ct. App. 1983).
14. The court may only order joint custody if both agree to joint custody. The court may not order joint custody over the objection of either parent.
15. By case law. *See, e.g., Africano v. Castelli*, 837 A.2d 721 (R.I. 2003); *Pettinato v. Pettinato*, 582 A.2d 909 (R.I. 1990).
16. *See Price v. Price*, 611 N.W.2d 425 (S.D. 2000).
17. It is presumed that joint custody is in the best interest of a minor child where the parents have agreed to joint custody or agree to joint custody in open court.
18. By case law. *See Vazquez v. Vazquez*, 292 S.W.3d 80 (Tex. App. 2007).
19. Texas uses the language "sole or joint managing conservator" rather than "sole or joint custody."
20. By case law. The court is not required or forbidden to consider the preference of the child. *See Cameron v. Cameron*, 398 A.2d 294 (Vt. 1979).
21. Discussed further in *Verrocchio v. Verrocchio*, 429 S.E.2d 482 (Va. Ct. App. 1993).
22. By case law. *See JRS v. GMS*, 90 P.3d 718 (Wyo. 2004).

0001

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO.: D-11-443611-D

DEPT NO.: Q

FAMILY COURT
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent
DEFENDANT'S AMENDED OPPOSITION TO PLAINTIFF'S MOTION TO MODIFY ORDER
RESOLVING PARENT CHILD ISSUES [TO DELETE "TEENAGE DISCRETION" PROVISION]
AND OTHER EQUITABLE RELIEF;
DEFENDANT'S COUNTERMOTIONS TO RESOLVE PARENT/CHILD ISSUES, TO CONTINUE
HEARING ON CUSTODY ISSUES, FOR AN INTERVIEW OF THE MINOR CHILDREN, AND
ATTORNEY'S FEES AND SANCTIONS

Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRSS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded (NRS 19.0312)

NOTICE:

If it is determined that a motion or
opposition is filed without payment
of the appropriate fee, the matter
may be taken off the Court's
calendar or may remain undecided
until payment is made.

Mark correct answer with an "X"

1. No final Decree or Custody Order has been
entered. ☐ YES ☒ NO

2. This document is filed solely to adjust the amount of
support for a child. No other request is made.
☐ YES ☒ NO

3. This Motion is made for reconsideration or a new
trial and is filed within 10 days of the Judge's Order
if YES, provide file date of Order: _____
☐ YES ☒ NO

If you answered YES to any of the questions above,
you are not subject to the \$25 fee.

Motion/Opposition ☒ IS ☐ IS NOT subject to \$25 filing fee

Dated this 17th day of October, 2013

Jolene Hoeft

Printed Name of Preparer

Signature of Preparer

EXHIBIT “B-1”

From: Vivian Harrison <vivianlharrison@aol.com>
Date: October 15, 2015 at 11:16:07 AM PDT
To: Kirk Harrison <kharrison@harrisonresolution.com>
Subject: Transfer

Kirk,

When I came home last night, sometime after 9, I went to Brooke's room. I asked her why she didn't go to your house and asked her if she had spoken to you. I told her to communicate with you and that she had to go to your house. She said she wasn't feeling well. I know she has been sick for a few days and has sit out of dance for at least two days. She said she texted you and that she was going to your house this weekend and Whitney was coming to visit. I encouraged her to spend time with Whitney. I then told her she needed to go to your house tonight and she said this weekend. I took her phone from her. She was angry and said taking her phone again was ridiculous and she was tired of it.

Since court I have done the following punishments;

- Taken car, except to & from school & classes
- not allowed to drive friends in car
- on restriction
- taken cell phone
- no tv

There is nothing else I can think of to do. This has made my home contentious and Brooke is becoming increasingly distant from me. Something that has not happened in the past. Your negative relationship with her is effecting my relationship in a negative way. Any suggestions?

You had in the past not been able to make 10,11& 12 yr old Rylee go to dance, shopping etc yet I'm suppose to make a 16 yr old do what she reuses to do? When she was in your care why didn't you make her stay? What measurements have you taken? How are you rectifying the situation instead of filing court documents?

Again , Your expectation is I'm suppose to make her leave, why didn't you prevent her from leaving?

Vivian

EXHIBIT “C-1”

RADFORD J. SMITH, ESQ.
GARIMA VARSHNEY, ESQ.
MATTHEW FEELEY, ESQ.
JOLENE HOEFT, PARALEGAL
KENNETH SMITH, PARALEGAL

RADFORD J. SMITH, CHARTERED

A Professional Corporation
2470 ST. ROSE PARKWAY, SUITE 206
HENDERSON, NEVADA 89074

TELEPHONE: (702) 990-6448
FACSIMILE: (702) 990-6456
RSMITH@RADFORDSMITH.COM

October 12, 2015

HAND DELIVERED

John Paglini, Psy.D.
9163 W. Flamingo Road, Suite 120
Las Vegas, Nevada 89147

Re: Kirk Harrison v. Vivian Harrison
Case No. D-11-443611-D

Dear Dr. Paglini:

As you may recall, Gary Silverman and our firm represent Vivian Harrison ("Vivian") in the above case; Tom Standish and Ed Kainen represent Kirk Harrison ("Kirk"). By an Order entered on October 6, 2015, the Court has directed you to act as the psychologist performing evaluative services towards parties' minor child, Emma Brooke Harrison ("Brooke"), born June 26, 1999 (age 16 years). I am enclosing the Notice of Entry of that Order herein.

Also enclosed herewith is a CD-Rom disk containing all of the pleadings and orders in this case since the parties' Stipulation and Order Resolving Parent/Child Issues was entered. Enclosed herewith please find the following pleadings and orders -

1. Notice of Entry of Order re: Expert Designation filed October 6, 2015;
 - a. Notice of Entry of Order from Hearing (incorporating Minutes)
 - b. Plaintiff's Motion for an Order to Show Cause why Defendant Should Not be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues and This Court's Order of October 30, 2013 filed on August 21, 2015;
 - c. Defendant's Opposition to Plaintiff's Motion for Order to Show Cause et al. and Countermotion for Modification of Custody of Minor Child, Emma Brooke Harrison ("Brooke") filed September 14, 2015;
 - d. Plaintiff's Reply in Support of Motion for Order to Show Cause et al and Opposition to Defendant's Countermotion for Modification of Custody of Minor Child, Emma Brooke Harrison ("Brooke");
 - e. Affidavit of Kirk Harrison (in Support of Reply) filed September 18, 2015;
2. Notice of Entry of Order for 5-21-13 Hearing, filed on September 29 2014;
3. Order from 12-18-13 Hearing, filed on June 13 2014;
4. Plaintiff's Reply in Support of Motion to Modify Order Resolving Parent/Child Issue, Opposition to Defendant's Countermotion for Attorney's Fees and Sanctions, submitted on May 14, 2014;

5. Defendant's Opposition to Plaintiff's Motion to Modify Order Resolving Parent/Child Issue, filed May 9 2014;
6. Plaintiff's Motion to Modify Order Resolving Parent/Child Issues, filed April 21 2014;
7. Notice of Entry of Order (12-18-13 Hearing) submitted December 19, 2013;
8. Plaintiff's Reply in support of Motion for Judicial Determination of Teenage Discretion Provision/ Opposition to Countermotion for Attorney's Fees, filed on December 13, 2013;
9. Defendant's Opposition to Motion for Judicial Determination of Teenage Discretion Countermotion for Attorney's Fees, filed on December 6, 2013;
10. Plaintiff's Motion Judicial Determination of Teenage Discretion Provision, filed on November 18, 2013;
11. Supplemental Declaration in Support of Defendant's Amended Opposition to Plaintiff's Motion to Modify Order Resolving Parent/Child Issues, to Delete "Teenage Discretion Provision".../ Defendant's Countermotion to Resolve Parent/Child Issues, to Continue Hearing on Custody Issue, for an Interview of the Minor Children..., filed on October 29, 2013;
12. Notice of Entry for Appointment of Parenting Coordinator, filed on October 29, 2013;
13. Plaintiff's Reply to Countermotion to Resolve Parent/Child Issues, to Continue Hearing on Custody Issue, for an Interview..., filed on October 28, 2013;
14. Plaintiff's Reply in Support of Plaintiff's Motion to Modify Order Resolving Parent/Child Issues...Plaintiff's Opposition to Defendant's Countermotion to Resolve Parent/Child Issues, to Continue Hearing on Custody Issue, for an Interview of the Minor Children..., submitted on October 23, 2013;
15. Defendant's Amended Opposition to Plaintiff's Motion to Modify Order Resolving Parent/Child Issues, to Delete "Teenage Discretion Provision"... Defendant's Countermotion to Resolve Parent/Child Issues, to Continue Hearing on Custody Issue, for an Interview of the Minor Children, filed on October 17, 2013;
16. Plaintiff's Motion to Modify Order Resolving Parent/Child Issues, filed October 1, 2013;
17. Notice of Entry of Orders Incident to the Stipulation and Order Resolving Parent/Child Issues and the December 3, 2013 Hearing, filed on September 19, 2013;
18. Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for an Order Appointing a Parenting Coordinator and Therapist ..., filed September 9 2013;
19. Plaintiff's Opposition to Defendant's Motion for an Order Appointing a Parenting Coordinator and Therapist ..., filed on July 19 2013;

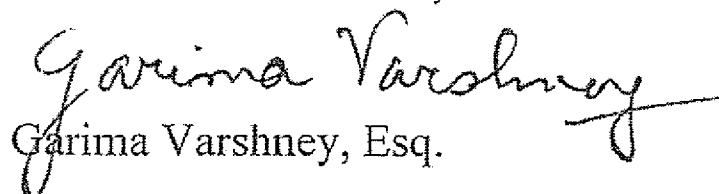
20. Defendant's Motion for an Order Appointing a Parenting Coordinator and Therapist for Minor Children as Required by the Court Ordered Parenting Plan, filed May 10 2013; and,
21. Notice of Entry of Stipulation Order Resolving Parent/Child Issues, submitted July 11 2012.

Pursuant to the Order, please contact Ms. Vivian Harrison ((702) 275-0000) to set up the child's interview. A Return Hearing from the child interview is scheduled for December 14, 2015 at 9:00 a.m. We would therefore request that your report be provided to both sides and the Court prior to that time. Finally, each party must disclose to the other party any information provided to you that is not a part of the record to ensure utmost transparency in this process.

Please contact me if there is any additional information or documents you would like. I appreciate your attention to this matter.

Sincerely,

RADFORD J. SMITH, CHARTERED


Garima Varshney, Esq.

Enclosures

cc. without enclosures

Vivian Harrison

Gary Silverman, Esq.

Edward Kainen, Esq.

Thomas Standish, Esq.

0001

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

CASE NO.: D-11-443611-D

Plaintiff,

DEPT NO.: Q

v.

VIVIAN MARIE LEE HARRISON,

FAMILY COURT
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)

Defendant.

Party Filing Motion/Opposition : ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

MOTION FOR CLARIFICATION; MOTION TO AMEND FINDINGS; OPPOSITION TO EX PARTE
MOTION FOR EXPEDITED HEARING

Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRSS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded (NRS 19.0312)

Mark correct answer with an "X"

1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made.
☐ YES ☒ NO
3. This Motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order if YES, provide file date of Order: _____
☐ YES ☒ NO

NOTICE:

If it is determined that a motion or opposition is filed without payment of the appropriate fee, the matter may be taken off the Court's calendar or may remain undecided until payment is made.

If you answered YES to any of the questions above, you are not subject to the \$25 fee.

Motion/Opposition ☒ IS ☐ IS NOT subject to \$25 filing fee

Dated this 15 day of October, 2015

Jolene Hoeft

Printed Name of Preparer

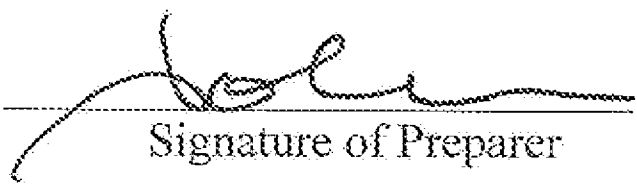
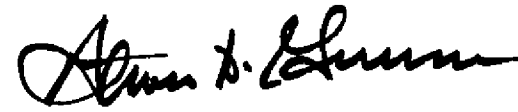

Signature of Preparer

EXHIBIT “19”



CLERK OF THE COURT

1 **ERR**

2 RADFORD J. SMITH, ESQ.
3 RADFORD J. SMITH, CHARTERED
4 Nevada State Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
6 Nevada State Bar No. 011878
7 2470 St. Rose Parkway, Suite 206
8 Henderson, NV 89074
9 T: (702) 990-6448
10 F: (702) 990-6456
11 Email: rsmith@radfordsmith.com
12 Attorneys for Defendant

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

10 KIRK ROSS HARRISON,

11 Plaintiff,

12 v.

13 VIVIAN MARIE LEE HARRISON,

14 Defendant.

CASE NO.: D-11-44361-D

DEPT.: Q

FAMILY DIVISION

ORAL ARGUMENT REQUESTED

15
16
17 **DEFENDANT'S ERRATA TO**
18 **MOTION FOR CLARIFICATION; MOTION TO AMEND FINDINGS; OPPOSITION TO EX**
19 **PARTE MOTION FOR EXPEDITED HEARING**

20 COMES NOW Defendant, VIVIAN MARIE LEE HARRISON, by and through her attorneys
21 Radford J. Smith, Esq. and Garima Varshney, Esq. of the firm of Radford J. Smith, Chartered, and
22 submits the following Errata to her Motion for Clarification; Motion to Amend Findings; Opposition to
23 Ex Parte Motion for Expedited Hearing ("Motion") filed on October 15, 2015, in this matter.

24 The following clarification -


25 Page 1, Line 11 and footnote 2:

26
27 The Letter to Dr. Paglini dated October 12, 2015 attached as Exhibit "C-1" to Vivian's Motion stated
28 that it was "cc-ed" to Kirk's counsel, Mr. Kainen and Mr. Standish. On October 16, Mr. Kainen advised

1 Vivian's counsel that he had not received Dr. Paglini's letter and its enclosed documents. It appears that
2 the letter and the enclosed documents were inadvertently not provided to either Mr. Kainen or Mr.
3 Standish. Vivian's counsel's office immediately emailed the letter and sent all enclosed documents to
4 Mr. Kainen and Mr. Standish via Dropbox.
5

6 Dated this 19th day of October, 2015

7 RADFORD J. SMITH, CHARTERED

8
9 
10 RADFORD J. SMITH, ESQ.
11 Nevada State Bar No. 002791
12 GARIMA VARSHNEY, ESQ.
13 Nevada State Bar No. 011878
14 2470 St. Rose Parkway, Suite 206
15 Henderson, Nevada 89074
16 *Attorney for Plaintiff*
17
18
19
20
21
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23
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25
26
27
28

1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over
3 the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of
4 collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited
5 with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.
6

7 I served the foregoing document, described as

8 DEFENDANT'S ERRATA TO
9 MOTION FOR CLARIFICATION; MOTION TO AMEND FINDINGS; OPPOSITION TO EX PARTE
10 MOTION FOR EXPEDITED HEARING

11 on this 9 day of October, 2015 to all interested parties as follows:

12 ☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing
13 document this date via electronic mail to the electronic mail address shown below;

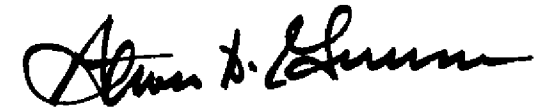
14 ☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return
15 receipt requested, addressed as follows:

16 Tom J. Standish, Esq.
17 Jolley, Urga, Woodbury, Worth & Standish
18 3800 Howard Hughes Parkway, 16th Floor
19 Las Vegas, Nevada 89169
tjs@juwww.com
Attorney for Plaintiff

20 Edward L. Kainen, Esq.
21 Kainen Law Group
22 10091 Park Run Dr., #110
23 Las Vegas, Nevada 89145
ed@kainenlawgroup.com
Attorney for Plaintiff

24
25 
26 An employee of Radford J. Smith, Chartered
27
28

EXHIBIT “20”



CLERK OF THE COURT

NEOJ

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D

DEPT NO. Q

NOTICE OF ENTRY OF ORDER FROM DOMESTIC COURT MINUTES

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

Please take notice that an Order From Hearing has been entered in the above-entitled matter, a copy of which is attached hereto. I hereby certify that on the above file stamped date, I caused a copy of this Notice of Entry of Order From Domestic Court Minutes to be:

☒ E-Served pursuant to NEFCR 9 on, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Edward Kainen, Esq.

Thomas Standish, Esq.

Radford J. Smith, Esq.

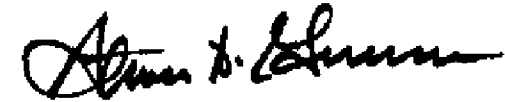
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☒ E-Served pursuant to NEFCR 9 on, or mailed postage prepaid, addressed to,
the following attorney:

Gary Silverman, Esq.
6140 Plumas St., #200
Reno, NV 89519

/s/ Kimberly Weiss
Kimberly Weiss
Judicial Executive Assistant
Department Q

1
2 ORDER



CLERK OF THE COURT

3
4 DISTRICT COURT
5 CLARK COUNTY, NEVADA

6
7 KIRK ROSS HARRISON,)

8 Plaintiff,)

9 v.)

CASE NO. D-11-443611-D

DEPT NO. Q

10 VIVIAN MARIE LEE HARRISON,)

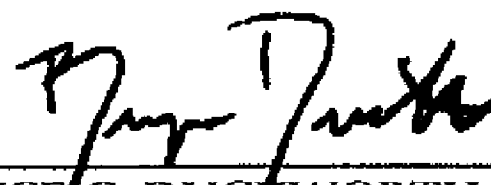
11 Defendant.)
12

13
14 ORDER FROM DOMESTIC COURT MINUTES

15 Good cause appearing therefor,

16 IT IS HEREBY ORDERED that the attached copy of the Domestic Court
17 Minutes entered on October 20, 2015 is hereby incorporated herein and will become
18 the Order of this case.
19

20 DATED this 21st day of October, 2015.

21
22 
23 BRYCE C. DUCKWORTH
24 DISTRICT COURT JUDGE
25 DEPARTMENT Q
26
27
28

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

October 20, 2015

D-11-443611-D Kirk Ross Harrison, Plaintiff
vs.
Vivian Marie Lee Harrison, Defendant.

October 20, 2015 3:30 PM Minute Order

HEARD BY: Duckworth, Bryce C.

COURTROOM: Courtroom 01

COURT CLERK: Michael A. Padilla

PARTIES:

Emma Harrison, Subject Minor, not present
Kirk Harrison, Plaintiff, Counter Defendant,
not present

Edward Kainen, Attorney, not present

Lisa Linning, Other, not present

Rylee Harrison, Subject Minor, not present

Vivian Harrison, Defendant, Counter

Radford Smith, Attorney, not present

Claimant, not present

JOURNAL ENTRIES

- Plaintiff and Defendant appeared before this Court September 22, 2015 on an Order to Show Cause ordering Defendant to appear and show cause why she should not be held in contempt of court, on Plaintiff's Motion for an Order to Show Cause Why Defendant Should be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues and this Court's Order of October 30, 2013 (Aug. 21, 2015), and Defendant's Opposition to Plaintiff's Motion and Countermotion for Modification of Custody of Minor Child, Emma Brooke Harrison (Sep. 4, 2015). A return hearing is scheduled for December 14, 2015 at 9:00 a.m. as a continuation of proceedings related to the foregoing papers.

On October 15, 2015, Defendant filed her Motion for Clarification; Motion to Amend Findings; Opposition to Ex Parte Motion for Expedited Hearing (hereinafter referred to as Defendant's "Motion for Clarification"). The hearing on Defendant's Motion for Clarification is scheduled for November 24, 2015 at 9:00 p.m. As a matter of judicial economy, and recognizing the pending outsource

PRINT DATE:	10/20/2015	Page 1 of 2	Minutes Date:	October 20, 2015
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D-11-443611-D

evaluative services, Defendant's Motion for Clarification is continued to December 14, 2015 at 9:00 a.m.

INTERIM CONDITIONS:

FUTURE HEARINGS: *Canceled: November 17, 2015 8:30 AM Motion*

Canceled: November 24, 2015 9:00 AM Motion

December 14, 2015 9:00 AM Return Hearing
Duckworth, Bryce C.
Courtroom 01

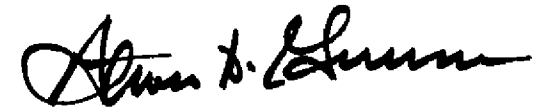
December 14, 2015 9:00 AM Motion
Duckworth, Bryce C.
Courtroom 01

December 14, 2015 9:00 AM Order to Show Cause
Duckworth, Bryce C.
Courtroom 01

December 14, 2015 9:00 AM Motion
Duckworth, Bryce C.
Courtroom 01

PRINT DATE:	10/20/2015	Page 2 of 2	Minutes Date:	October 20, 2015
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EXHIBIT “21”



CLERK OF THE COURT

1 **OPP**

2 EDWARD KAINEN, ESQ.
3 Nevada Bar No. 5029
4 KAINEN LAW GROUP, PLLC
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6 Las Vegas, Nevada 89129
7 PH: (702) 823-4900
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9 Service@KainenLawGroup.com
10 Attorneys for Plaintiff

11 THOMAS J. STANDISH, ESQ.
12 Nevada Bar No. 1424
13 STANDISH NAIMI LAW GROUP
14 1635 Village Center Circle, #180
15 Las Vegas, Nevada 89134
16 Telephone (702) 998-9344
17 Facsimile (702) 998-7460
18 tjs@standishlaw.com

19 Co-counsel for Plaintiff

20 **DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 **KIRK ROSS HARRISON,**

23 **Plaintiff,**

24 **vs.**

25 **VIVIAN MARIE LEE HARRISON,**

26 **Defendant.**

CASE NO. D-15-443611-D
DEPT NO. Q

Date of Hearing:
Time of Hearing:

ORAL ARGUMENT REQUESTED:
YES XX NO

27 **PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR CLARIFICATION;**
28 **MOTION TO AMEND FINDINGS, and; PLAINTIFF'S REPLY TO DEFENDANT'S**
OPPOSITION TO EX PARTE MOTION FOR EXPEDITED HEARING

COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS J. STANDISH, ESQ., of the law firm STANDISH LAW GROUP, and hereby opposes Defendant's Motion for Clarification and Motion to Amend Findings, and submits his Reply to Defendant's Opposition to Ex Parte Motion for Expedited Hearing.

...

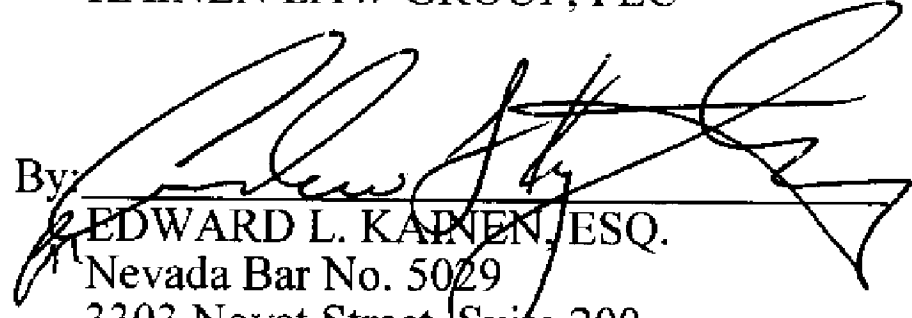
...

KAINEN LAW GROUP, PLLC
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
702.823.4900 • Fax 702.823.4488
www.KainenLawGroup.com

1 This Opposition and Reply are made and based upon the papers and pleadings on file herein, the
2 Affidavit of Plaintiff attached hereto, the Points and Authorities submitted herewith, and oral argument
3 of counsel to be adduced at the time of hearing.

4 DATED this 2nd day of November, 2015.

5 KAINEN LAW GROUP, PLC

6
7 By: 
8 EDWARD L. KAINEN, ESQ.
9 Nevada Bar No. 5029
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
10 Attorneys for Plaintiff

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I. INTRODUCTION**

13 Absent from Vivian's motion is any reference to the fact that Vivian incited Brooke to do
14 precisely what she is doing! Vivian wrote, "Kirk just can't quite understand why he should have to pay
15 any part of his daughters medical bills" as she enmeshed Brooke in dealing with the health insurance
16 company under the clearly erroneous belief that she had to protect Vivian from being victimized by
17 Kirk, save Vivian's credit rating, and obtain reimbursement.¹ An evidentiary hearing was unnecessary
18 for the Court to make the **factual finding** of contemptuous conduct, as it was based upon Vivian's own
19 writings.

20 In spite of the known facts, Vivian falsely asserts that, "Brooke's notions of what she wants to
21 do regarding her custodial timeshare have nothing to do with my prompting her." Vivian Declaration,
22 ¶2. Contrary to Vivian's sworn assertions, there is no question that Vivian encouraged Brooke to not
23 go to Kirk's house.

24
25 ¹ The fact that a mother would intentionally and unnecessarily place this kind of stress upon a child –
26 to be responsible for protecting her mother from being victimized by her father and saving her
27 mother's credit rating – to incite and motivate a child to leave her own father, must be a matter of
28 considerable concern for this Court. In truth, Vivian was not being victimized by Kirk in any way
and Kirk was doing everything he could to investigate and rectify a problem, which was a problem
of Vivian's creation.

1 There is an undeniable pattern of Vivian manipulating Brooke to live with Vivian full time. As
2 the Court is well aware, Vivian's prompting and encouragement of Brooke to live with Vivian full time
3 did not just start with the recent health insurance fiasco that was caused by Vivian's failure to give
4 sufficient health insurance information to the medical providers. After spending three weeks with
5 Vivian during the summer of 2013, on the very day of her return to Kirk, Brooke announced to Kirk and
6 her older sister, Whitney, that "*since I am now 14 years old, I am independent, and can decide where*
7 *I live.*" Then after spending another two weeks with Vivian, Brooke announced she was going to live
8 full time with Vivian stating, "*Girls are supposed to live with their mommies.*" Common sense indicates
9 that these thoughts did not originate with a 14 year old child. Vivian continues to make material
10 representations, which are patently false.

11 Kirk and Brooke developed a close relationship and bond based upon Kirk's daily diligent and
12 attentive parenting of Brooke and Rylee from February of 2006 until the Motion for Temporary Custody
13 was filed on September 14, 2011. Nothing occurred during that entire time period that undermined that
14 close relationship and bond. After that point in time, Kirk did not change his parenting of Brooke and
15 Rylee in any way. Common sense and logic indicate there was no reason for the relationship between
16 Kirk and Brooke and Rylee to begin to deteriorate. Kirk was the same parent after the filing of the
17 Motion for Temporary Custody, as he was before. As noted, almost two years ago:

18 Kirk's dedication, love and care of Brooke and Rylee has never changed. It
19 certainly hasn't changed while under the microscope of this litigation. He is still a good
20 father. What has changed is that Vivian went from being a parent who largely
21 abandoned Brooke and Rylee, to a parent determined to win her self-created competition
22 with Kirk, and who has been attempting to alienate Kirk from Brooke and Rylee for the
23 last two years since the filing of Kirk's motion re custody on September 14, 2011.

24 Reply re Motion to Modify Order, filed 10.23.13, p. 11, l. 3-8.

25 What changed was Vivian's motivation to alienate Kirk from Brooke and Rylee. Soon after the
26 filing of the Motion for Temporary Custody, with the aid of Heather Atkinson, Vivian began minimizing
27 Kirk's time with Brooke and Rylee as much as she could. Very importantly, Vivian also began to
28 denigrate Kirk to Brooke and Rylee in an effort to alienate Kirk from them. Heather Atkinson assisted
29 Vivian in severely denigrating Kirk to Brooke.

30 . . .

Vivian knows full well that the “negative relationship” between Kirk and Brooke that exists today was caused by Vivian’s alienation of Kirk. Vivian’s efforts to alienate Kirk from Brooke and Rylee started over four years ago and continue to this day.

II. ARGUMENT

B. Despite the Court Clearly DEFERRING the Contempt Issues Until the Next Hearing, Vivian has Chosen to Attack the Court’s Order on the Erroneous Premise the Court Held Vivian in Contempt, When the Court Clearly Did Not

The Court’s finding was unmistakably an effort by the Court to send a message to Vivian that she must fix the problem she has created and she must insure that Brooke adheres to the Custody Order agreed to by her parents and ordered by the Court. The relevant portion of the Court’s Order, filed October 1, 2015, provides, “Although the Court has made a Finding that contempt has been committed as it relates to Plaintiff’s missed time, the contempt issues shall be DEFERRED to the next hearing.” The Court made a factual finding of contemptuous conduct. The Court **did not** hold Vivian in contempt. Rather than appreciate and honor the purpose of the Court’s factual finding, which clearly contemplates, if necessary, an evidentiary hearing pursuant to NRS 22.030, Vivian has chosen, instead, a continuing pattern to not honor the Court’s order and to attack the Court upon an erroneous premise.

The difference between a factual finding of contemptuous conduct and the Court holding a person in contempt was lost upon Vivian. The authority erroneously relied upon by Vivian is readily distinguished upon this basis. In *Awad v. Wright*, 106 Nev. 407, 794 P.2d 713 (1990), the trial court held Mr. Awad in contempt without an affidavit being submitted in support of the order to show cause and without an evidentiary hearing. The Nevada Supreme Court found it was error for the trial court to **hold** Mr. Awad **in contempt** without an affidavit and without an evidentiary hearing. *Awad*, as well as the other cases cited by Vivian for the same proposition, namely, a person may not be held in contempt for conduct that is not in the immediate view and presence of the court without an evidentiary hearing, are inapplicable. This Court has not held Vivian in contempt. In addition, Vivian has cited no authority for the proposition the Court erred in any way by simply making a factual finding based upon the affidavits and documents submitted by both parties. Vivian’s Motion for Clarification and Motion to Amend Findings should therefore be denied.

...

1 The language in this Court's Order Re: Expert Designation, filed October 6, 2015, was also
2 apparently lost upon Vivian. More specifically, the Court noted: "However, the salutary goal of this
3 process is to rebuild and strengthen the joint parenting arrangement to which Plaintiff and Defendant
4 mutually agreed was in Brooke's best interest. Each party's good faith participation in this process is
5 essential." The Court is clearly trying to do what is in Brooke's best interest, which is for her to have
6 significant contact with both parents and to save her from a horrible fate that Vivian's alienation will
7 otherwise cause.² Vivian's unwillingness to exercise the influence she obviously has over Brooke,
8 which she has used in the past to convince Brooke to comply with the Custody Order, and Vivian's
9 decision to baselessly attack this Court's order are clear indications Vivian has no intention of
10 participating in the process in good faith, despite the Court's statement that such good faith participation
11 is essential.

12 **B. Vivian Has the Ability and Power to Solve This Entire Problem Now and**
13 **Prospectively, By Simply Telling Brooke and Rylee the Truth!**

14 The inordinate influence and control that Vivian has over Brooke has been well documented.
15 Although Brooke was crying and emotionally distraught at the prospect, Vivian cruelly convinced
16 Brooke just weeks after her 14th birthday to leave her 10 year old sister for one-half the time and to leave
17 her Dad all of the time to live with Vivian full-time. There is little doubt that if Vivian truly made it
18 clear to Brooke that she had to comply with the Custody Order, which would mean she would be back
19 with her little sister full time, she would certainly do so. Brooke and Rylee, thankfully, are still very
20 close.

21 Vivian has instilled in Brooke an unjustified hatred of Kirk. Vivian caused Brooke to stop
22 honoring the Custody Order. It is incumbent upon Vivian to remedy the problem that she has created.
23 Vivian, who gave both the car and the cell phone to Brooke, should take both of them away until Brooke
24 is fully complying with the Custody Order.

25 In Vivian's Declaration, which is attached to her motion, Vivian sets forth what she has allegedly
26

27 ² The damage Vivian is doing to Brooke is incalculable and will likely be permanent if not stopped
28 as soon as possible.

1 done to encourage Brooke to comply with the Custody Order and also claims she has asked Kirk what
2 she should do, referencing an email to Kirk attached as Exhibit “B-1.” See ¶8 of Declaration. All of
3 this is contrived solely for the purpose of the motion. Vivian’s motion was filed at 4:45 p.m. on
4 October 15, 2015. The email to Kirk, Exhibit “B-1,” upon which Vivian’s Declaration is based, was
5 not emailed by Vivian until 11:16 a.m. on October 15, 2015 – just a few short hours prior to filing the
6 motion. Suffice it to say, Exhibit B-1 was not sent to sincerely ask for any suggestions from Kirk, but
7 rather, was created for the sole purpose of creating a false record to support Vivian’s motion.

8 In Exhibit “B-1,” Vivian asks Kirk for, “Any suggestions?” In light of the timing of the email,
9 it is apparent Vivian really does not want any suggestions from Kirk. However, it is evident what
10 Vivian can do to motivate Brooke to comply with the Custody Order – Vivian can tell Brooke the truth.

11 **1. It is Respectfully Suggested that Vivian Simply Tells Brooke the Truth**

12 Vivian’s denigration of Kirk to Brooke and Rylee and her campaign to alienate Kirk from
13 Brooke and Rylee started soon after the filing of the Motion for Temporary Custody and has been
14 extensively documented.³ If Vivian truly wants to do what is indisputably in Brooke’s and Rylee’s best
15 interests, she will tell Brooke and Rylee the truth.

16 ***Alienation Lie:*** **Vivian has told Brooke that the divorce is Kirk’s fault and for Brooke to**
17 **blame Kirk for the divorce as Vivian was a victim of Kirk’s actions.**

18 Vivian has told Brooke that Kirk is solely responsible for the divorce and the break up of the
19 family, and the only reason for the divorce is that Kirk did not like Vivian caring for the street children
20 in India.⁴ Motion to Modify Custody Order, filed 10.1.13, p. 5, l. 21-23. This is not the first time
21

22 ³ Although Brooke has been the primary focus of Vivian’s alienation efforts, it is also very evident
23 that Vivian has been attempting to alienate Kirk from Rylee as well.

24 ⁴ Brooke does not know the truth. Brooke does not know of Vivian’s prolonged prescription drug
25 abuse (confirmed by Vivian’s own medical records); the constant adversarial behavior towards
26 everyone and seemingly endless criticisms, conflicts, threats, and arguments; extensive violence
27 upon Brooke’s older siblings, i.e., throwing Tahnee to the ground and kicking her in the abdomen
28 again and again; wanting to physically fight Kirk in front of Brooke and Rylee; rejection of and
emotional and physical abandonment of Brooke and Rylee for years, sequestering herself behind a
closed door for most of the time when she was in the house, choosing to spend many months out of
the country and away from Brooke and Rylee, etc. Kirk has never told Brooke about the reasons for
the divorce. Kirk has consistently told Brooke and Rylee that they should always respect their

1 Vivian told Brooke that the divorce was Kirk's fault. In front of Brooke, Vivian told Kirk she was filing
2 for divorce. When Kirk responded that Vivian should do what she thinks she should do, Vivian turned
3 to Brooke and said, "You heard him, he gave me permission to file for divorce. **It is his fault.**" Motion
4 for Custody, filed 9.14.11, Exh. 1, ¶118 (emphasis added). Vivian has falsely portrayed herself to
5 Brooke as an innocent victim of Kirk's unreasonable actions and continues to do so, as amply
6 demonstrated in connection with the recent medical billing issue. See Reply re Order to Show Cause,
7 filed 9.18.2015, p. 10.

8 The single fact that Vivian has denigrated Kirk to Brooke by blaming Kirk for the divorce is a
9 sufficient basis to alienate Kirk from Brooke and create significant distorted perceptions of Kirk by
10 Brooke. RICHARD A. WARSHAK, DIVORCE POISON, 2nd Ed., (Regan Books 2010), p. 29-30.
11 Unfortunately for Brooke and Rylee, Vivian has done so much more.

12 **Alienation Lie:** **Vivian told Rylee that Kirk struck her, when, in truth, Vivian struck Kirk.**

13 Vivian struck Kirk in the face in front of Rylee on October 14, 2011. However, Vivian told
14 Rylee that Kirk had struck her. Vivian similarly tried to mislead the police by pricking her finger and
15 rubbing blood on her face in her failed attempt to convince the police that Kirk had struck her. The
16 police wiped the blood off of Vivian's face and saw there was not injury on her face from where the
17 blood would have come. The police found that Vivian struck Kirk and that Kirk did not strike Vivian.
18 See Reply re Custody, filed 1.4.12, p. 32 & 34.

19 **Alienation Lie:** **Vivian told Brooke and Rylee that Kirk is a liar and the neighbors had**
20 **submitted affidavits that Kirk is a liar.**

21 On November 20, 2011, Vivian screamed again and again in front of Brooke and Rylee that Kirk
22 is a liar and that neighbors had submitted affidavits that Kirk is a liar. In truth, Tahnee, Whitney, a
23 neighbor, who lived across the street, a school crossing guard, and another eye witness all submitted
24 detailed factual affidavits regarding Kirk's day to day involvement with Brooke and Rylee over the
25 course of a number of years and Vivian's lack of involvement with Brooke and Rylee during the same
26

27 mother. Contrary to Vivian's allegations, Kirk does not demean Vivian to Brooke. Kirk has also
28 advised each of the adult children, who do know the history, not to discuss the reasons for the
divorce with Brooke and Rylee.

1 time period. Vivian, together with her two closest friends – Heather Atkinson (who received a new
2 house and other remuneration from Vivian) and Michele Walker (who received a Mediterranean cruise,
3 clothes, and \$10,000.00 for her daughter's education from Vivian) all perjured themselves. *See Reply*
4 *re Custody*, filed 1.4.12, p. 41-44, 49-57, 67-75.

5 *Alienation Lie:* **Vivian has manipulated Brooke and Rylee to avoid physical contact with**
6 **Kirk.**

7 During the afternoon of January 27, 2012, Kirk asked Rylee to sit with him on the couch and
8 snuggle with him. Rylee responded, "I'm not supposed to snuggle you anymore dad." *See Letter from*
9 *Ed Kainen to Radford Smith* (pages 2-4), dated February 3, 2012, which is attached as Exhibit 2 to
10 *Motion to Modify Order*, filed 10.1.13. As a consequence of Vivian's cruel dictum to Brooke and
11 Rylee, since sometime in February of 2012, when Brooke was just 12 years old, Brooke began to reduce
12 her physical touch with Kirk. Beginning shortly before her 14th birthday, Brooke stopped kissing Kirk
13 on the cheek, and stopped wanting Kirk to hug her or give her a kiss on the forehead when she left to
14 go to Vivian's house.

15 Teenagers have an emotional need for love. Physical touch from a parent is an important way
16 to communicate that emotional love. It is recommended that a parent, "Hug and kiss your teenager
17 every day when they leave for school for as long as they will let you, but be sensitive to their resistance,
18 especially in public." *See GARY CHAPMAN, THE 5 LOVE LANGUAGES OF TEENAGERS – THE*
19 *SECRET TO LOVING TEENS EFFECTIVELY* (Northfield Publishing 2010 ed.), p. 72. Vivian's cold-
20 hearted manipulation of Brooke has prevented Kirk from communicating his emotional love for Brooke
21 in this way.

22 *Alienation Lie:* **Vivian has convinced Brooke that Kirk never purchased dance clothes for**
23 **Brooke and Rylee**

24 Vivian has manipulated Brooke and Rylee to such an extent that they believe that the shared
25 experiences they had with Kirk in purchasing dance clothes and dance shoes never occurred. As a
26 result of Vivian's insidious campaign, Vivian has changed the children's reality and has convinced
27 Brooke and Rylee that Kirk has never bought them dance clothes and dance shoes. This is despite the
28 fact Brooke and Rylee were with Kirk every time he made those purchases. The fact that Vivian has

1 been able to successfully convince them that these shared experiences with Kirk *never occurred* gives
2 insight as to the extent of Vivian's extreme manipulation of these girls.

3 Kirk has taken Brooke and Rylee to buy them dance shoes, leotards, tights, and dance clothes
4 for dance classes. Kirk was able to provide actual documentary proof of his purchase of dance clothes
5 and dance shoes. *See* Reply re Motion to Modify Order, filed 10.23.15, p. 12-14.

6 ***Alienation Lie:*** **The only reason Kirk took Brooke and Rylee to the movies all those years**
7 **was so he could write it down.**

8 As many parents involved in a divorce are, undoubtedly, also advised to do, Kirk was advised
9 to write down what he did with and for Brooke and Rylee on a daily basis. Sometime early in 2012,
10 Brooke saw Kirk write down that Brooke, Rylee and he had gone to see a movie. This was when
11 Vivian, Kirk, Brooke and Rylee were still living together in the same house. During this time period
12 Vivian was taking Brooke and Rylee away from Kirk at every opportunity by taking them to stay at
13 Heather Atkinson's house. *See* Reply re Custody, filed 1.4.12, p. 40, l. 1-2; Reply re Motion to Modify
14 Order, filed 10.23.13, p. 6, l. 8-23 ("it is apparent Vivian has been working Brooke and Rylee a lot.
15 Kirk has noticed significant changes in Brooke's attitude towards him during the last several months.")).
16 Vivian did this several times when Kirk was home and Vivian was out of town. Brooke, then 12 years
17 old, told Heather Atkinson that she had seen Kirk write down the fact that she, Rylee and her Dad had
18 gone to the movies. Heather Atkinson told Brooke, "The only reason he has taken you to the movies
19 all these years was so he could write it down." What an incredibly cruel lie to tell a 12 year old child.
20 When Kirk told Brooke it was a horrible thing for Heather Atkinson to say such a thing to Brooke,
21 Brooke responded that Kirk should not say anything bad about Heather Atkinson. As a foreseeable
22 consequence of this horrendous lie, Brooke has refused to go to the movies with Kirk the vast majority
23 of the time ever since! It is unthinkable that an adult would knowingly manipulate someone else's 12
24 year old child in this way to intentionally alienate that child from their own parent. However, as the
25 Court is well aware, Heather Atkinson has been more than willing to do some of Vivian's dirty work
26 in the past and has been financially rewarded for doing so. *See* Reply re Custody, filed 1.4.12, p. 67-70.

27 The Court may recall that Dr. Dewan, was the pediatric endocrinologist who Dr. Schroeder
28 referred to Kirk to treat Vivian's testosterone poisoning of Rylee. Dr. Dewan said that Rylee's

1 cholesterol was too high. See Motion re Custody, filed 9.14.11, Exh. 1, Kirk Aff. ¶224. On January 22,
2 2013, Dr. Dewan advised to write down everything Rylee eats. While the parties were still together,
3 Kirk prepared the vast majority of the meals for Brooke and Rylee. Tahnee Aff. ¶41. Vivian rarely
4 would cook a meal for Brooke and Rylee – many times going months without cooking them a meal.
5 Kirk Aff. ¶116, 123. When Kirk was out of town, Vivian would often relegate Brooke and Rylee to not
6 eating at all or only eating cereal for breakfast, lunch and dinner. Whitney Aff. ¶11, 26; Kirk Aff. ¶57,
7 88, 146. If Vivian did make any effort to get them food, it would be fast food. Kirk Aff. ¶67. However,
8 Vivian’s lack of involvement in preparing healthy meals for Brooke and Rylee, did not stop her from
9 blaming Kirk for Rylee’s high cholesterol, claiming it was because of the meals that Kirk prepared for
10 Rylee. See Vivian’s Opposition re Custody, filed 10.27.11, Vivian Aff. ¶110. As a consequence of
11 Vivian’s baseless accusations and Dr. Dewan’s instructions, Kirk writes down all of the meals he
12 prepares for Brooke and Rylee so there is an indisputable record of what they are eating while with Kirk.

13 The only reason Kirk wrote down what he did and continues to write down such information,
14 is because of the initial and continuing custody disputes with Vivian. It was anticipated that Vivian
15 would make false factual allegations regarding Kirk’s involvement with Brooke and Rylee on a day to
16 day basis, which she did. Vivian also made false allegations regarding the meals Kirk was preparing for
17 Brooke and Rylee. Kirk would have taken Brooke and Rylee to the same movies, whether he later wrote
18 it down or not. Kirk would have taken them to and from school all those years, to and from dance
19 lessons, to and from sporting activities, trips to the ranch, prepared the same meals for them, etc.
20 because he is their father, who loves them dearly – not because he might later write it down. It is
21 unfortunate that the adversarial divorce system compels parents to memorialize such things, but it is
22 often necessary for the best interests of the children and to protect a loving parent’s relationship and
23 continuing involvement with their children.

24 ***Alienation Lie:*** **Vivian and Heather Atkinson have told Brooke that, “Girls are supposed to**
25 **be with their mommies.”**

26 The overwhelming messaging Brooke receives from Vivian is that, “Girls are supposed to be
27 with their mommies.” This fact is especially important because when used in combination with
28 Vivian’s denigration of Kirk and alienation of Kirk from Brooke, it is the motivation for Brooke to be

1 with Vivian “full time.” In the past, Brooke has told Kirk that three of her girl friends only see their
 2 fathers every other weekend, and then, only if they want to see them. Brooke’s paradigm, therefore, is
 3 the ideal is for her to spend “full time” with Vivian and anything less than that is less than ideal. It is
 4 not difficult to see how Brooke’s belief in this “ideal” will adversely affect Brooke in her future
 5 relationships. Vivian would not have been able to instill this paradigm in Brooke without first alienating
 6 Kirk from Brooke so that Brooke would not have the emotional bond and love with Kirk that would
 7 inhibit a desire to be with Vivian full time. *See* Motion for Order to Show Cause, filed 10.12.15, p. 7,
 8 1. 1-13.

9 **Alienation Lie: Soon after Brooke turned 14 years old, Vivian convinced her that she should**
 10 **live with Vivian full time, which would mean leaving her 10 year old little**
 11 **sister for one half the time and her father all of the time**

12 As noted previously, after spending three weeks with Vivian during the summer of 2013, on the
 13 very day of her return to Kirk, Brooke announced to Kirk and her older sister, Whitney, that “*since I am*
 14 *now 14 years old, I am independent, and can decide where I live.*” Then after spending another two
 15 weeks with Vivian, Brooke announced she was going to live full time with Vivian stating, “*Girls are*
 16 *supposed to live with their mommies.*” Common sense indicates that these thoughts did not originate
 17 with a 14 year old child. *See* Motion to Modify Order, filed 10.1.13, p. 4-5.

18 **Alienation Act: In the custody calendar Vivian distributes to Brooke and Rylee, Vivian is**
 19 **referred to as “mom” or “mommy,” while Kirk is not referred to as “dad,”**
 20 **but simply “Kirk.”**

21 In the past, Kirk has overheard Vivian speaking to Brooke and referring to Kirk as simply “Kirk”
 22 rather than “dad” or “father.” In the custody calendar Vivian prepares and gives to Brooke and Rylee,
 23 Vivian is referred to as “mom” or “mommy,” while Kirk is not referred to as “dad,” but simply as
 24 “Kirk.” The labeling of Kirk by Vivian to the children by his first name as “Kirk” rather than as “Dad,”
 25 minimizes his role in their relationship with him. *See* DIVORCE POISON, p. 149-151. Vivian has
 26 convinced Brooke and Rylee that their family consists of Vivian, Brooke, Rylee, Heather Atkinson, and
 27 perhaps Joseph. Vivian has convinced Brooke and Rylee by her actions that Kirk, their father, is not
 28 part of their family. *See* Motion for Order to Show Cause, filed 10.12.15, p. 9.

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Alienation Act:

When Kirk takes Brooke and Rylee to Vivian's house to get their things when custody is transferred, Vivian continues to keep Kirk waiting in the car for 15 to 40 minutes while she visits with Brooke and Rylee.

It is necessary each Wednesday afternoon after school for Kirk to drive Brooke and Rylee to Vivian's house to get their make up bags, Brooke's computer and/or dance bags. Since January of 2013, Vivian has a practice of keeping Kirk waiting in the car for between 15 and 40 minutes while Vivian visits with Brooke and Rylee, despite the fact that Brooke and Rylee have been with Vivian for the prior five or two days. Vivian only waits in her car for 2 to 5 minutes when Brooke and Rylee get the identical items from Kirk's house after school on Monday afternoons. Kirk is obviously upset being made to wait in a car, many times when its over 100 degrees, for 15 to 40 minutes while Vivian visits with Brooke and Rylee in her home after they have been with Vivian for the prior two or five days. Vivian is teaching Brooke and Rylee that it is acceptable to be disrespectful, discourteous, and inconsiderate of Kirk. Although Kirk is not angry with Brooke and Rylee when they get in the car, he is, understandably, not happy about the situation. Kirk realizes intellectually and emotionally that Vivian is causing this problem – not Brooke and Rylee.

Alienation Lie:

Vivian has told Brooke and Rylee that they do not have to do anything they do not want to do when they are with Kirk and Kirk is powerless to do anything about it.

There have been numerous times when Kirk has suggested that Brooke, Rylee and he do something together. Many times Brooke will simply refuse to participate. It is obvious that Vivian has told Brooke, and probably Rylee as well, that she does not have to do anything with Kirk she does not want to do. Vivian is clearly interfering in Kirk's relationship with Brooke and Rylee by actively undermining Kirk's parental authority. Kirk is in the unenviable position that if he insists upon doing something, Brooke will interpret this conduct by Kirk as bullying her, based upon what she has been told by Vivian. Kirk complained to Vivian about this untenable situation in an email on December 25, 2015:

Brooke, however, is being told that she is empowered to make all the decisions in her life at the present time and her parents do not have the right to make decisions they feel are in her best interest. Brooke presently believes she has the power to veto any family plans. This is flat out wrong. Responsible parenting does not mean empowering your children to make all decisions involving them and your family. I am very concerned about Brooke's future.

1 Brooke's relationship with you and I is secondary to what is best for her. Brooke and
2 Rylee both deserve a co-parenting environment that is best for them now and in the
3 future. Responsible parenting includes making decisions affecting your children that are
4 in their best interests, but not necessarily popular at the time.

5 I ask you, implore you, and beg you to responsibly parent in the best interests of Brooke
6 and Rylee. It is unquestionably in their best interests to be taught to be respectful and
7 considerate of both their parents.

8 Kirk's pleas to Vivian have gone unanswered. *See* Reply re Motion for Order to Show Cause, filed
9 9.18.15, p. 18.

10 *Alienation Lie:*

11 **Vivian has convinced Brooke that Kirk has terribly wronged Brooke by not
12 adequately consulting Brooke in planning vacations and other trips.**

13 After being with Vivian for an extended period of time, on August 3, 2013, crying and
14 emotionally distraught, Brooke announced to Kirk that she was going to live with Vivian full time. The
15 very next day, Kirk drove Brooke and Rylee to Layton, Utah for their annual Lagoon trip. During
16 dinner that night they talked about going to Lagoon the next morning and both Brooke and Rylee were
17 excited. However, Brooke exchanged texts with Vivian that night, and the next morning Brooke refused
18 to go to Lagoon. Rylee was upset and wanted to go. The three of them stayed in the hotel room that
19 day. That evening Kirk told Brooke he was taking Rylee to Lagoon the next day and he hoped Brooke
20 wanted to go, but, if not, she could stay in the hotel room while Rylee and Kirk were at Lagoon. Brooke
21 decided to go and they all had a great time at Lagoon and the rest of the trip. *See* Reply re Motion to
22 Modify Custody Order, filed 10.23.13, p. 25-28. However, later during this trip, following a telephone
23 conversation with Vivian, Brooke asked Kirk if they could cut the planned family vacation to California
24 short or not go altogether. Kirk asked Brooke what she wanted to do if they stayed home during that
25 time. Brooke said spend an evening or lunch with Vivian. *See* Plaintiff's Motion to Modify Order
26 Resolving Parent/Child Issues and For Other Equitable Relief, filed 10.1.15, p. 5-6.

27 Unfortunately, since that trip, Brooke has developed a distorted view and has complained to Kirk
28 that he plans trips without first talking to her. Since that time Kirk has attempted to get Brooke's input
for any trip and has repeatedly told Brooke that he is happy for Brooke to choose where she wants to
go and Kirk will take she and Rylee.

...

...

1 There came a time when Whitney and her husband, Sean, needed to move from Phoenix to
2 Austin, Texas, and had little time to load their belongings. Whitney telephoned Kirk and asked if Kirk,
3 Brooke and Rylee could come help. Kirk explained the situation to Brooke and Rylee. The only
4 hesitation expressed by Brooke and Rylee was they did not want to miss a New Year's Eve party,
5 although they had no current plans. Whitney agreed to not leave until New Year's Day. Kirk, Brooke
6 and Rylee drove to Phoenix on January 1, 2015 and helped them move. They all pitched in and went
7 to dinner at several places of Brooke's choosing, based upon Whitney's recommendations. During the
8 drive home on January 3, 2015, Brooke acknowledged she was glad they helped Whitney and Sean, and
9 that she also had a good time. However, later, Brooke pointed to this trip in her discussions with Kirk,
10 as Kirk making trip plans without adequately consulting Brooke. *See* Kirk's Reply re Motion for Order
11 to Show Cause, filed 9.18.15, p. 11-12.

12 *Alienation Lie:* **Vivian has convinced Brooke that Kirk bullies her and calls her names.**

13 As just noted, as soon as Whitney asked for help, Kirk talked to Brooke and Rylee about it. The
14 date of departure was changed because of Brooke's and Rylee's desire to be in town New Year's Eve.
15 Despite this, Brooke later told Kirk she did not want to go because she should decide what trips she
16 goes on. In that conversation, Brooke accused Kirk of bullying her into going and calling her names.
17 Kirk asked Brooke what names she thought he called her. She said that Kirk had said she was selfish
18 and inconsiderate. Kirk told her that when he thought she was being selfish and inconsiderate, he told
19 her so in an effort for her to correct her misbehavior.

20 This scenario illustrates the insidiousness of Vivian's alienation of Kirk from Brooke and Rylee.
21 Brooke views Kirk not as her father, but merely as "Kirk," who is powerless to make decisions on her
22 behalf. Vivian has created a perspective in Brooke that she does not have to do anything she does not
23 want to do while with "Kirk." Predictably, when Kirk acts as a responsible father, who makes decisions
24 in the best interest of all of his children, Brooke views that decision as a violation of her power and
25 therefore views Kirk as a mean bully, who she hates. It is for the same reason that when her father tells
26 Brooke that she is behaving selfishly and is being inconsiderate of others, Brooke interprets such
27 comments as "name calling" by Kirk.

28 . . .

Alienation Lie:

Vivian has convinced Brooke that Kirk is being mean to Brooke when he does not take her to Target to buy items whenever she wants and under the conditions Brooke imposes.

Brooke's favorite store for many years is Target. Kirk has taken Brooke to Target to buy various items numerous times during the last several years. Brooke particularly likes to buy cosmetic products and toiletries at Target. Brooke much prefers to go to the Target store on Stephanie Street in Henderson, which is located about 17 miles from their home in Boulder City. In the past, since it is about a 34 mile round trip, Kirk, Brooke and Rylee would always run their other errands such as going to Barnes & Noble (also for Brooke), Costco, dinner, a movie, etc., when the primary reason they were driving into Henderson was to take Brooke to Target. It was never a problem as each person got to do what they wanted or needed to do.

However, there were three or four occasions this year when Brooke wanted to go to Target and Kirk did not take her. On each of those occasions, Rylee wanted to go to a different store, Rylee and Kirk wanted to go to dinner, Kirk needed to pick up some items at Costco, or Rylee and Kirk wanted to go to a movie in Henderson. On each of those occasions, Brooke was adamant that she would not go to Henderson unless they only went to Target to get what she wanted and then drive directly home. On each of those occasions, Kirk was clear that he was happy to take Brooke to Target and buy her the items she wanted, but that she needed to be considerate of what Rylee and Kirk wanted to do as well. On each of those occasions, Kirk explained with the price of gas it did not make any sense to drive that far and then drive that far again the next day to run other errands when everything could be done at once. On each of those occasions, Brooke dug in her heels and refused to go. As a consequence, no one went anywhere or Kirk and Rylee went without Brooke.

Each time this occurred, Brooke called Vivian on the telephone and each time Brooke would be on the telephone crying uncontrollably by the end of the call. When Kirk would try to talk to Brooke after each telephone call, Brooke told him he is mean and she hates him. Notably, Brooke was not crying until after she spoke to Vivian. On each of these occasions, after being told what occurred, Vivian should have said that Kirk was being reasonable and that Brooke should be willing to compromise, as Rylee and Kirk have things they need or want to do as well. Instead, each telephone call with Vivian resulted in Brooke crying severely and telling Kirk he is mean and she hates him.

Alienation Lie:

Vivian has convinced Brooke that Kirk should not attend her dance classes with the other fathers and mothers during parent observation

Dance Etc. is the dance studio in Boulder City where all of the Harrison children have taken dance classes. Dance Etc. has a parent observation period where the parents of the dance students are invited to attend their children's dance classes. Both fathers and mothers of the dance students attend. There are a good number of fathers, who regularly attend during parent observation. Kirk has been one of those fathers. See Motion re Custody, filed 9.14.11, Exh. 1, Kirk Aff. ¶165, 217. Prior to the filing of the Motion for Custody, Brooke never complained about Kirk's attendance during parent observation and, in fact, thanked him for making the effort to support her. However, prior to the filing of the Motion for Custody, attending Brooke's and Rylee's dance classes during parent observation was not always a priority for Vivian and, at different times, both Brooke and Rylee complained about Vivian's lack of attendance. Kirk Aff. ¶70, 217.

Despite this history, on January 28, 2013, after speaking with Vivian at the beginning of one of the dance classes, Brooke asked Kirk to leave the parent observation class. Several weeks later, Kirk broached the subject of parent observation with Brooke. Kirk noted that he had always attended and that Brooke had been appreciative of his consistent support for her. Kirk also noted that a number of other fathers attend parent observation. Brooke said that she was tired of meeting Kirk's expectations. On February 11, 2015, Kirk was attending Brooke's dance classes as part of parent observation. Again, after speaking with Vivian at the beginning of her tap class, Brooke told Kirk she did not want him there.

Alienation Lie:

Vivian is saying or doing something to cause Brooke to be distant when she first returns to Kirk's custody.

When Kirk obtains custody, Brooke goes into her bedroom, shuts the door, and spends time using her telephone. When Brooke first returns to Kirk's custody, she is distant. See Reply re Motion to Modify Order, filed 10.23.13, p. 11, l. 14-20. Until recently, after a day or two, Brooke usually warms up and their relationship is very pleasant. Vivian is obviously saying something to Brooke which is negative about Kirk or negative about Brooke being with Kirk. Although Kirk is not privy to what Vivian is saying to Brooke, history shows that Vivian is not above saying something to the effect, "I am

1 so sorry you have to go to Kirk's house. It must be horrible for you."

2 **Alienation Lie:** **Vivian was victimized by Kirk when he insisted Brooke be named Emma**
3 **Brooke, rather than Brooke Marie.**

4 Sometime within the last six or seven months, Brooke told Kirk that when she is eighteen years
5 old, she is going to change her name to Brooke Marie Harrison. When Brooke made this announcement
6 to Kirk, her demeanor was that of making a very meaningful statement to Kirk and that Brooke was
7 correcting a terrible wrong and making it right. Brooke's personality is not to get in someone's face.
8 However, Brooke, obviously thought this gesture had deep significance. The only logical conclusion
9 which can be drawn from this is that Vivian has told Brooke that she wanted to name Brooke as "Brooke
10 Marie," but Kirk would not allow her to do so. This never happened.

11 Although Vivian generally must be in control and have the power in her relationships, for
12 reasons unknown to Kirk, Vivian has never felt that strongly about naming the children. Prior to Tahnee
13 being born, Kirk suggested that they give each child a somewhat different name and also a family name.
14 By doing so, when the child became an adult, they could go by their somewhat different name or the
15 more common family name. Vivian and Kirk saw the name Tahnee in a book and both liked that name.
16 Kirk suggested that Tahnee's middle name be Vivian's maiden name of "Lee."

17 When it came time to name Brooke, Kirk has a relative, through marriage, by the name of
18 Brooke Morrison. Vivian had collected some art work by Brooke Morrison. He said he liked the sound
19 of that name and Brooke Harrison sounded similar. Vivian agreed. Vivian suggested Brooke be named
20 Brooke Marie (something Brooke could not have known unless shared by Vivian). Vivian's middle
21 name is Marie. Kirk did not like the sound of Brooke Marie and suggested the name Emma Brooke.
22 Emma was the name of a great aunt who was an amazing woman and very close to Kirk. Vivian also
23 liked the name Emma Brooke and did not feel strongly either way.

24 If Vivian would have felt the least bit strongly about it, Brooke would have been named Brooke
25 Marie. However, Vivian said she also like Emma Brooke and the issue was resolved. Evidence of the
26 truth of this fact is what occurred when Rylee was born. Whitney suggested the name of "Riley." Both
27 Kirk and Vivian liked the sound of that name, but Kirk did not want a spelling that was commonly used
28 for both boys and girls. Kirk did some research and found that "Rylee" means a small brook. Kirk and

1 Vivian both liked that spelling. Kirk suggested Rylee's middle name be Marie. Vivian also liked the
2 sound of Rylee Marie.

3 Brooke and Rylee had a special relationship with Kirk's Aunt Virginia. Vivian also liked Aunt
4 Virginia very much. Aunt Virginia gave Brooke all of the photographs she had of Aunt Em (Emma).
5 Both Kirk and Aunt Virginia told Brooke what an amazing woman Aunt Em was and told Brooke about
6 Aunt Em's incredible personality and accomplishments. Brooke was very happy to have been named
7 after Aunt Em.

8 How Vivian could twist all of this as her being victimized by Kirk in the naming of Brooke and
9 Brooke now has to shoulder the responsibility of fixing this terrible wrong that Kirk allegedly
10 perpetrated upon Vivian is beyond all reason.

11 *Alienation Lie:*

Kirk does not care enough about Brooke to pay her medical bills, will do nothing to help Vivian save her credit rating, will do nothing to obtain reimbursement for the payment of medical bills for Vivian, and will do nothing to compel Kirk's insurance company, who is at fault, to fix the problem. Therefore, Brooke must deal directly with the insurance company to protect Vivian from being victimized by Kirk, save Vivian's credit rating, and obtain reimbursement.

12
13
14
15 Vivian's embroilment of Brook in the medical billing issue is inexcusable and was used to
16 foment Brooke's hatred of Kirk. Vivian convinced Brooke that Kirk does not care enough about
17 Brooke to pay her medical bills, Kirk will do nothing to help Vivian save her credit rating, Kirk will do
18 nothing to obtain reimbursement for Vivian, and Kirk will do nothing to compel Kirk's insurance
19 company, who is at fault, to fix the problem. Therefore, having just turned 16 years old, according to
20 Vivian, Brooke needed to become involved with the insurance company to save Vivian from the
21 inevitable harm that will befall her as a consequence of Kirk's actions and refusal to help. *See Motion*
22 *for Order to Show Cause, filed 8.21.15, p. 6-10.*

23 Under the false pretense that Kirk did not want to pay his own daughter's (Brooke's) medical
24 bills and Kirk was unwilling to do anything to rectify the situation, Vivian wrongfully and unnecessarily
25 involved Brooke in speaking with and "**working directly with**" the insurance company "for
26 reimbursement."

27 ...

28 ...

1 *Alienation Act:* Vivian is debriefing Brooke every time Brooke meets with Dr. Ali.

2 There came a point when Brooke refused to honor appointments that Kirk made for her with Dr.
3 Ali. Brooke told Kirk she does not like Dr. Ali and does not want to see him anymore. Kirk has never
4 questioned Brooke or discussed with Brooke what she has said to Dr. Ali. However, during the hearing
5 before the Court on September 22, 2015, it became very apparent that Vivian is debriefing Brooke after
6 each session with Dr. Ali. Vivian represented to the Court:

7 THE DEFENDANT: Brooke – I took Brooke to see Dr. Ali about a month ago
8 and then she’s supposed to see him again next Friday. But she’s been – she saw Dr. Ali
9 before this insurance incident and **has consistently talked to him**, telling her that –
10 **telling him that she’s wanted to change custody**. And if you would speak to Dr. Ali,
11 that he would –

12 Hearing Transcript, 9.22.15, p. 30, l. 4-9 (emphasis added).

13 It is apparent that Vivian had a plan to effectuate a change in custody whereby Brooke will live
14 with Vivian full-time. Vivian is making sure that Brooke is consistently telling Dr. Ali that she wants
15 to change custody. Vivian intended for there to be an evidentiary hearing where Brooke would testify
16 as to her “wishes” and Dr. Ali, as Brooke’s therapist, would have developed empathy for Brooke’s
17 feelings and align himself with her feelings and “wishes.” See Hearing Transcript, 9.22.15, p. 38, l. 1-5.
18 As previously noted in Kirk’s Reply re Motion for Order to Show Cause, filed 9.18.2015, on page 24:

19 Alienated children suffer from distorted perceptions and images of their targeted
20 parent. These distortions cause them to feel hatred and animosity towards the target.
21 Their hatred and animosity, though unfounded, are genuinely held. As a result,
22 **exploring their feelings will likely not dissipate the hatred and animosity and, more**
23 **likely, will only amplify and exacerbate them**. It is only by identifying, unraveling
24 and then finally challenging the distortions and beliefs that underlie their feelings, that
25 the children can begin to open their hearts and minds to the possibility of a relationship
26 with the target. Requiring them to spend large quantities of time with the parent then
27 enables them to see him as the caring, loving parent he often is.

28 Chaim Steinberger, *Father? What Father? Parental Alienation and Its Effect on Children – Part Two*,
(NYSBA Family Law Review 2006) at 10 (emphasis added).

29 Vivian’s influence upon Brooke and “her” decision to change custody are undeniable. The
30 evidence of Vivian’s plan for Brooke to live with Vivian “full-time” began soon after the filing of the
31 Motion for Custody. The Court will recall that Vivian tried to lead the Court to believe that Brooke’s
32 announcement that she would live with Vivian full-time almost immediately after her fourteenth
33 birthday was also Brooke’s plan or idea. Now, two years later, according to Vivian, it is Brooke’s plan

1 to live with Vivian once again. This is intellectually insulting to everyone involved with this case.

2 **Alienation Act:** **Vivian is involving Brooke in Vivian's schemes to violate the Custody Order.**

3 The teenage discretion provision, by its terms, only applies to the "weekly schedule." For
4 obvious reasons, it does not apply during vacation periods. Despite this fact, on two occasions Vivian
5 has involved Brooke in spending time with Vivian during Kirk's vacation time with Brooke and Rylee.

6 Kirk's winter break vacation time with Brooke and Rylee for 2014 was from "December 25th at
7 noon, and ending at 7:00 p.m. the day before school commences." On Christmas afternoon, Brooke tells
8 Kirk she is going with Vivian the next morning to take her driver's examination. Kirk sent an email to
9 Vivian, which provides in part:

10 As you are aware my Winter Break **holiday** began with Brooke and Rylee at noon
11 today and continues until 7:00 p.m. on Sunday, January 4, 2015. This afternoon,
12 Brooke **told** me that you are picking her up at 7:30 a.m. tomorrow morning to take
her to get her learner's permit.

13 This is in blatant violation of our custody agreement. Even your divorce attorneys
14 will agree that you and Brooke, you, or Brooke cannot unilaterally decide to take time
15 this way during a **holiday**. Although I remain adamantly opposed to the notion that a
16 child can unilaterally make any adjustments to the custody schedule at any time, even
under your own attorneys' interpretation, infrequent minor adjustments can only be
made during the "**weekly schedule**" set forth in Section 5 of the Stipulation and
Order. Section 6.1 is expressly limited to "adjustments to their **weekly schedule**."

17 Brooke said that you have been helping her to study for the driver's examination and
18 she would like you to take her. Although it will necessitate a change in our plans, I
am agreeable to you taking her in the morning, provided you return her as soon as the
examination is completed, and so long as it is with the understanding this will not
happen again.

19 Unfortunately, Vivian refused to agree not to do it again. Kirk, therefore, opposed Brooke
20 going with Vivian during his vacation time with Brooke. Despite this opposition, Vivian drove to
21 Kirk's house the next morning, Brooke got in Vivian's car, and they drove away.

22 During Kirk's summer vacation time with Brooke and Rylee, on June 10, 2015, when Kirk
23 picked up Brooke from class in Henderson, she said she needed to go to the dance studio for a lesson
24 she needed to attend. Brooke told Kirk that she wanted to be dropped off at the front of the dance
25 studio. When they got to the dance studio, Kirk told Brooke that he had to go in to give them a
26 check for a dvd of the "Time to Shine" performance. Brooke said she would take it in. Kirk
27 responded that it was no problem for him to take it in. Kirk had an issue in the past where he paid
28

1 for a dvd of one of the girls' performances and Vivian ended up with the dvd, so he wanted to see
2 the person to whom he was giving the check. The front door was locked. Brooke said just give me
3 the check and I will walk around the back. Kirk responded that he would drive around the back and
4 walk it in. Brooke then said, "I hate you." Kirk drove around back. As Kirk got out of his car, he
5 saw Vivian in the driver's seat of a car with Utah license plates that was parked in front of her house
6 the day before. When Kirk walked in the dance studio, Mr. Jim, a former dance instructor at the
7 studio, was in a room giving a private lesson. Those were the only people in the dance studio. As
8 Kirk was putting the check in the appropriate bowl at the counter, Vivian walked in and went into
9 the room where the private lesson was being given. Kirk then looked at Brooke and said, "Your
10 mother just walked behind you into the lesson you are attending." Brooke responded, "I hate you."
11 Kirk left telling Brooke to call him when she was done and he would pick her up.

12 This is indicative of the extent Vivian will involve the children in deceitful inappropriate
13 behavior. Vivian has seduced Brooke into a highly inappropriate conspiratorial course of action and
14 is teaching Brooke to be deceitful. This also clearly shows that Vivian has no problem
15 surreptitiously violating the Custody Order. Brooke was following Vivian's plan to drop Brooke off
16 in front of the dance studio, while Vivian was sneaking in the back door. When Kirk said he would
17 simply drive around to the back, Brooke knew that Vivian's plan would be discovered and Brooke
18 reacted by telling Kirk, "I hate you." No one should wonder about the source of Brooke's hatred of
19 Kirk. Vivian has created this untenable situation for Brooke and Rylee.

20 *Alienation Act:* **Vivian has been talking to Brooke for months about Brooke's plan to**
21 **change custody.**

22 What was most shocking from the hearing on September 22, 2015, was Vivian's statements
23 that she has been talking to Brooke for months about Brooke's plan to change custody. This
24 obviously begs the question as to why, when Brooke allegedly first told Vivian of "her" plan to
25 change custody, Vivian did not simply tell Brooke there is a Court Order that insures custody until
26 Brooke is 18 years old and Brook does not have the authority to change that Court Order. At that
27 time, Vivian had the "responsibility to facilitate the VISITATION" as the Court reconfirmed in the
28 Court's Order of October 1, 2015. Instead, according to Vivian, she simply went along with

1 “Brooke’s plan.” The reason Vivian never said anything to Brooke is Vivian was instrumental in
2 Brooke “making” that decision. Just like she did when Brooke turned fourteen years old, Vivian
3 falsely empowered Brooke to make a decision, which she does not have the authority to make. The
4 only real difference now is that Vivian has given Brooke a car so Brooke has the ability to come and
5 go as she pleases.

6 The fact that Vivian caused this problem cannot be seriously denied. Vivian denigrated Kirk
7 to Brooke and alienated Kirk from Brooke. Vivian instilled in Brooke a hatred of Kirk and Brooke’s
8 paradigm that “Girls are supposed to live with their mommies.” The last time Brooke broached the
9 subject of custody with Kirk was when she told him that *after she turned 18 years old*, she wanted to
10 live with Vivian full time. See Hearing Transcript, 9.22.15, p. 34, l. 1-4. However, Vivian’s
11 unprepared statements clearly reveal a parent who feels no responsibility whatsoever to comply with
12 the Custody Order to which she agreed and this Court issued:

13 THE DEFENDANT: But she said that at the beginning of Au - - beginning of
14 June that she was going to plan to make a move at the end when she started school,
when she started going to college classes. She told him that way very back then.

15 Hearing Transcript, 9.22.15, p. 30, l. 15-19.

16 THE DEFENDANT: In fact, she wanted to do it before June and I told her to
17 wait –

17 * * * *

18 THE DEFENDANT: – until after the summer.

19 Hearing Transcript, 9.22.15, p. 33, l. 19-23.

20 Instead of telling Brooke to wait until after the summer, Vivian was required to tell Brooke
21 that Brooke must abide by the Court’s Order and wait until she is 18 years old. By her own
22 statements, Vivian played a major role in creating this problem. However, as set forth previously
23 herein, Vivian’s role in causing this to happen was actually much greater than suggested by her
24 statements.

25 **2. Vivian’s Denigration of Kirk to Brooke and Rylee Should not be a**
26 **Surprise to Anyone in Light of Vivian’s Documented History of Blaming**
and Criticizing Kirk and Other Members of the Family

27 Vivian began a campaign to criticize Kirk to Brooke and Rylee, and blaming Kirk for the
28 divorce to Brooke and Rylee shortly after the filing of the Motion for Temporary Custody. It should

1 be no surprise to anyone involved with this litigation that Vivian has been denigrating Kirk to
2 Brooke and Rylee to alienate him from them. A large component of Vivian's behavior prior to the
3 divorce was to criticize and point fingers at everyone around her. Tahnee swore in her affidavit,
4 "[Vivian] will say anything in front of Brooke and Rylee without any thought as to the harm it is
5 doing them, will manipulate Brooke and Rylee for her own selfish purposes (including saying
6 negative false statements about their father). . ." See Motion re Custody, filed 9.14.11, Exh.
7 2, Tahnee Aff., ¶39. Whitney swore in her affidavit, "My Mother also told me, in front of Brooke
8 and Rylee, "be sure and cut your Dad before he gets into the water, to make sure the sharks can do
9 their job." See Motion re ¶Custody, filed 9.14.11, Exh.3, Whitney Harrison Aff., ¶8. See also
10 Motion re Custody, filed 9.14.11, Exh. 1, Kirk Aff. ¶19 "Vivian assumed the role of being in charge
11 of blame in our family"; When there is a problem, Vivian immediately assesses blame to someone
12 else; ¶20 "At every opportunity, she will criticize or demean my friends and make fun of my
13 friendships"; ¶21 Vivian criticized Kirk for not working hard enough; ¶28 Vivian, unjustifiably,
14 criticized the older children; ¶35 A dominant personality trait of Vivian is to criticize others; ¶41
15 Vivian criticized Whitney for her weight; ¶45 Vivian criticized Tahnee as being "that selfish bitch";
16 ¶49 Vivian criticized Kirk's planning; ¶59 Vivian criticized Tahnee for being jealous of her for
17 getting all of the attention; ¶61 Vivian talked about divorcing Kirk in front of then 6 year old Rylee;
18 ¶74 Vivian criticized Kirk for buying Rylee a warm winter coat; ¶78 Vivian belittled Tahnee in front
19 of Brooke and Rylee; ¶80 Vivian criticized Whitney for encouraging Rylee to sleep by herself; ¶81
20 Vivian was screaming obscenities at Kirk; ¶85 Vivian screamed at Kirk about going to a movie and
21 calling him a liar in front of Rylee, and the older children; ¶89 Vivian made Rylee afraid to answer
22 the telephone when Kirk called home; ¶90 Vivian's constant finger pointing at everyone in the
23 family began to take an emotional toll on Brooke; Vivian criticizes everyone and assesses blame to
24 everyone, except herself; ¶96 Vivian's constant criticisms of others makes her the center of
25 attention; ¶104 Vivian criticized Whitney for not changing her wedding date to accommodate
26 Vivian's elective plastic surgeries; ¶107 Vivian explodes in front of Brooke and Rylee saying she
27 will continue to sleep with Brooke and Rylee; ¶115 Vivian criticized Kirk in front of Brooke and
28 Rylee for not taking them to the ranch when there was still six inches of snow on the ground and no

1 running water; ¶117 Vivian verbally attacked Whitney for suggesting that Brooke and Rylee play
2 sports calling Whitney a liar; ¶118 After she was gone for two months, Vivian criticized Kirk for not
3 picking things up better; Vivian told Brooke and Rylee the divorce was Kirk's fault; Vivian told
4 Brooke and Rylee that Kirk was trying to have her stop sleeping with them; ¶135 Vivian criticized
5 Kirk to Brooke and Rylee because he could not fly to Ireland and then turn around and fly right back
6 to Las Vegas; ¶147 Vivian criticized Kirk for cancelling a dance lesson for Brooke when Brooke's
7 feet hurt so badly she could hardly walk; ¶169 Vivian belittled Kirk's successes to their children;
8 ¶170 Vivian criticized Kirk in front of Brooke regarding one of Brooke's math assignments, while
9 Kirk was helping Brooke with her math and English; ¶172 Vivian frequently lets out a scream when
10 she walks in a room with other people; ¶183 Vivian criticized Joseph for being upset about Vivian
11 giving his computer to Brooke without talking to him; ¶192 Vivian criticized Kirk for driving to San
12 Diego to help Joseph, because Vivian had a second colonic appointment; ¶201 Vivian criticized Kirk
13 in front of Brooke, Rylee and Joseph for celebrating Joseph's birthday with a party and dinner; ¶210
14 Vivian verbally attacks Kirk in front of Brooke and Rylee for Kirk telling Brooke he did not want
15 her staying overnight three weekends in a row at someone's house where there was a 12 year old
16 boy; Vivian said Kirk was a bad person to Brooke and Rylee; Vivian tells Kirk she is filing for
17 divorce in front of Brooke and Rylee; Vivian tried to pick a physical fight with Kirk in front of
18 Brooke and Rylee; ¶211 Vivian told Brooke that the argument and all of the problems were Kirk's
19 fault; ¶219 Vivian will say negative things about Kirk to Brooke and Rylee to manipulate them;
20 ¶239 When Whitney was a senior in high school, Vivian told her she was too fat; ¶256 Vivian
21 accused Kirk of bullying Rylee in front of Rylee.

22 III. CONCLUSION

23 This Court did not hold Vivian in contempt. Vivian's Motion for Clarification and Motion to
24 Amend Findings are therefore without merit and should be denied.

25 Prior to the filing of the Motion re Custody on September 14, 2011, an undeniable
26 personality trait of Vivian was to criticize every other member of the family and to assess blame
27 whenever Vivian perceived any problem. Vivian has an undeniable history of criticizing Kirk and
28 blaming Kirk in front of their minor children. This practice did not stop with the filing of the

1 Motion re Custody on September 14, 2011. Unfortunately, Vivian was then highly motivated to
2 alienate Kirk from Brooke and Rylee. Consistent with her prior behavior and unable to see the
3 serious harm that she is doing to them, Vivian has continued to denigrate Kirk to Brooke and Rylee.

4 Vivian has denigrated Kirk to Brooke in so many ways over a long period of time that Vivian
5 has successfully alienated Kirk from Brooke. Brooke now has a perceived hatred of Kirk and has an
6 extremely distorted perception of Kirk. Brooke's feelings regarding the planing of trips and Kirk's
7 attendance, along with all of the other fathers and mothers, at dance classes during parent
8 observation are grossly disproportionate to the circumstances.

9 When Brooke was just fourteen years old, after having been empowered by Vivian, Brooke
10 announced she was going to live with Vivian full time. Vivian falsely swore to the Court at that
11 time, she had nothing to do with Brooke's decision.

12 Two more years have passed and Vivian has once again empowered Brooke to believe, at
13 sixteen years old, Brooke has the authority to decide to live with Vivian full time. Once again,
14 Vivian is swearing to the Court that this is all Brooke's decision and Vivian had nothing to do with
15 it. Vivian is, obviously, not telling the truth again.

16 It would be untenable for Brooke to get the message at just 16 years old that she can
17 knowingly violate a Court Order and it is acceptable. Vivian erroneously believes that so long as
18 Vivian does not admit to her obvious orchestration of what is occurring and continues to deny, under
19 oath, any involvement, then there is no "evidence" of what is truly happening. Vivian is wrong.
20 The circumstantial evidence and direct evidence of Vivian's insidious and prolonged campaign to
21 denigrate Kirk to Brooke and Rylee, to alienate Kirk from Brooke and Rylee, and to have Brooke
22 live with Vivian full time is overwhelming and undeniable.

23 DATED this 2nd day of November, 2015.

24 KAINEN LAW GROUP, PLLC

25 By: 

26 EDWARD L. KAINEN, ESQ.

27 Nevada Bar No. 5029

28 3303 Novat Street, Suite 200

Las Vegas, Nevada 89129

Attorneys for Plaintiff

AFFIDAVIT OF KIRK HARRISON

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

KIRK HARRISON., being first duly sworn, deposes and states:

That I am the Plaintiff in the above-entitled action.

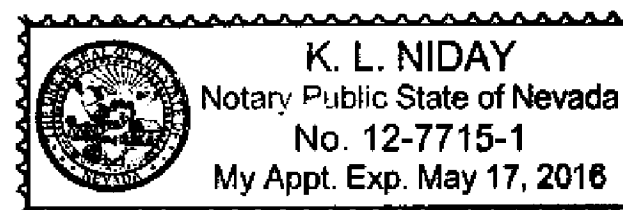
That the facts set forth in the foregoing Plaintiff's Opposition to Defendant's Motion for Clarification and Motion to Amend Findings, and submits his Reply to Defendant's Opposition to Ex Parte Motion for Expedited Hearing are true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.


KIRK HARRISON

SUBSCRIBED AND SWORN to before me
this 2nd day of November, 2015.


NOTARY PUBLIC in and for said
County and State



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 2nd day of November, 2015, I caused to be served the *Plaintiff's Opposition to Defendant's Motion for Clarification; Motion to Amend Findings, And; Plaintiff's Reply to Defendant's Opposition to ex Parte Motion for Expedited Hearing* to all interested parties as follows:


___ BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

___ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

___ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

X BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet, to the following e-mail address(es):

Ksmith@radfordsmith.com
Gvarshney@radfordsmith.com
Jhoeft@radfordsmith.com


An Employee of
KAINEN LAW GROUP, PLLC

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON
Plaintiff/Petitioner
v.
VIVIAN HARRISON
Defendant/Respondent

Case No. 10443611
Dept. Q
**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

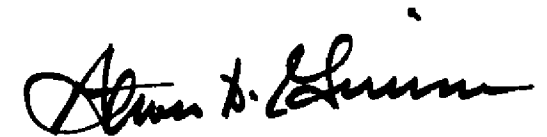
Party filing Motion/Opposition: KIRK ROSS HARRISON Date 11/2/15

Signature of Party or Preparer

[Signature]

EXHIBIT “22”

MISC



CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,)	
)	
Plaintiff,)	
)	
v.)	CASE NO. D-11-443611-D
)	DEPT NO. Q
VIVIAN MARIE LEE HARRISON,)	
)	
Defendant.)	
_____)	

LETTER FROM JOHN PAGLINI, PSY.D., DATED NOVEMBER 23, 2015

John Paglini, Psy.D.

**Licensed Clinical Psychologist
9163 West Flamingo, Suite 120
Las Vegas, Nevada 89147**

Phone: (702) 869-9188**Fax: (702) 869-9203**

November 23, 2015

The Honorable Judge Bryce Duckworth
Department Q
Eighth Judicial Court, Family Division
601 North Pecos
Las Vegas, Nevada, 89101

RE: KIRK HARRISON VERSUS VIVIAN HARRISON

To the Honorable Judge Duckworth:

I have already met with the litigants and I am ready to begin interviews of Brooke. I have discussed with the litigants my desire to be able to interview Jim Ali, PhD, who is the psychologist to Brooke. He has seen her for well over two years, and will have historical information pertaining to Brooke's relationship with her parents. As noted, her parents individually agreed for me to talk to him. However, I would like to receive permission from the courts. Once permission is granted, I will have the parents sign releases and then I will contact Dr. Ali.

Respectfully submitted



John Paglini, Psy.D.
Licensed Clinical Psychologist
JPbf: 11/23/2015

cc: Attorney Ed Kainen 702-823-4488
Attorney Tom Standish 702-699-7555
Attorney Radford Smith 702-990-6456

Fax Cover Sheet

John Paglini, Psy.D.
9163 West Flamingo, Suite 120
Las Vegas, NV 89147

Phone: 702 -869-9188

Fax: 702- 869-9203

Date: 11/23/15

TO: JUDGE BRYCE DUCKWORTH

FROM: JOHN PAGLINI, PSY.D

RE: HARRISON J HARRISON

FAX NO: 702 455 1946

NUMBER OF PAGES: 2
(Includes cover sheet)

COMMENT:

This is a confidential Fax:

Please call the phone number listed above immediately if you have received this fax in error, or there are any problems with the transmission. The information contained in this facsimile is privileged and confidential information, intended for the use of the addressee listed above. If you are neither the intended recipient, nor the employee or agent responsible for delivering the information to the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking action in reliance on the content of this telecopied information is strictly prohibited. If you have received this fax in error, please notify us immediately by telephone, and destroy the documents sent. Thank you.

EXHIBIT “10”

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Co-counsel for Plaintiff

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CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KIRK ROSS HARRISON,

Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing: 09/22/2015
Time of Hearing: 10:00 A.M.

ORAL ARGUMENT REQUESTED:
YES XX NO

**PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR AN ORDER TO SHOW CAUSE
WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR KNOWINGLY AND
INTENTIONALLY VIOLATING SECTION 2.11 AND SECTION 5 OF THE STIPULATION
AND ORDER RESOLVING PARENT/CHILD ISSUES AND THIS COURT'S ORDER ON
OCTOBER 30, 2013**

**and
OPPOSITION TO COUNTERMOTION FOR MODIFICATION OF CUSTODY OF MINOR
CHILD, EMMA BROOKE HARRISON ("BROOKE")**

COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys EDWARD
L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS J. STANDISH, ESQ., of the
law firm STANDISH NAIMI LAW GROUP, and hereby submits his Reply in support of Plaintiff's
Motion for an Order to Show Cause why Defendant should not be held in contempt for knowingly and

1 intentionally violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child
2 Issues, filed July 11, 2012, and this Court's order on October 30, 2013 and his Opposition to
3 counter-motion for modification of custody of minor child, Emma Brooke Harrison ("Brooke").

4 DATED this 8 day of September, 2015.

5 KAINEN LAW GROUP, PLC

6
7 By: 

8 EDWARD L. KAINEN, ESQ.
9 Nevada Bar No. 5029
3303 Novat Street, Suite 200
Las Vegas, NV 89129
10 Attorneys for Plaintiff

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I. ARGUMENT**

13 **A. Introduction**

14 Two years ago, Vivian exhibited no respect for the order of this Court by manipulating Brooke
15 and falsely empowering her to determine her own custody and live with Vivian full time. This Court
16 sent an unequivocal message that this Court's order must be respected and obeyed. Despite these
17 undeniable facts, just two years later, Vivian has again knowingly violated this Court's order of October
18 30, 2013, Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues, filed
19 July 11, 2012, as well as EDCR 5.03, and has again manipulated Brooke to remove her clothes from the
20 home she shares with Rylee and Kirk, to live with Vivian full time.

21 Unless Vivian is sent a strong message that this Court's orders must be respected and not
22 violated, then Vivian will continue to manipulate Brooke and Rylee.

23 **B. Vivian Makes Critical Representations of Fact Which are Contrary to Known Facts**

24 Remarkably, Vivian represents to the Court that, "Vivian has never indicated to Brooke that
25 Brooke is free to choose or alter her custody." Opp., p. 3, l. 7-8. As noted in the moving papers, after
26 spending three weeks with Vivian during the summer of 2013, on the very day of her return to Kirk,
27 Brooke announced that "*since I am now 14 years old, I am independent, and can decide where I live.*"
28 Then after spending another two weeks with Vivian, Brooke announced she was going to live full time

1 with Vivian stating, "Girls are supposed to live with their mommies." *See*, Motion, p. 5, l. 5-20.
2 Common sense indicates that these thoughts did not originate with Brooke. Vivian continues to make
3 material representations that are patently false.

4 Vivian now represents to the Court that the extent of Brooke's involvement with the insurance
5 company took about 45 seconds. *Opp.*, p. 3, l. 16-17. Vivian also represents to the Court that, "Vivian
6 did not involve Brooke by having her speak to the insurance company about payment." These current
7 representations to the Court are that Brooke's only involvement was to talk to the person at the
8 insurance company long enough to get Vivian on the telephone. Directly contrary to this assertion to
9 the Court, are the assertions in Vivian's own email to Becky Palmer and Kirk: "**Brooke and I just**
10 **spoke to supervisor Kim C. At Sierra.**" And later, "**Brooke and I Are working directly with them**
11 **for reimbursement.**" *See* Exhibit "3" to Motion, Vivian's email to Becky Palmer and Kirk on July 22,
12 2015 at 1:52 p.m. The truth is that in addition to the introductory call, both Brooke and Vivian later
13 spoke to a supervisor and Brooke and Vivian "are working directly with them for reimbursement."
14 Respectfully, speaking to the insurance company for reimbursement is "speak[ing] to the insurance
15 company about payment." Vivian now describes the insurance issue as a "small issue." The Court's
16 review of Vivian's scathing accusatory emails to Beck Palmer and Kirk readily confirm it was not a
17 small issue to Vivian at the time. Vivian's embroilment of Brook in this issue is inexcusable and was
18 used to foment Brooke's hatred of Kirk.

19 **C. Contrary to Vivian's Allegations, Kirk Has Always Agreed To Execute An**
20 **Agreement With the Parenting Coordinator that Is Consistent with this Court's**
21 **Order Appointing Parenting Coordinator, filed October 29, 2013 and Vivian Met**
with Dr. Ali, with Vivian's Counsel's Full Knowledge and Approval, Before Kirk
met with Dr. Ali.

22 Vivian's attempts, throughout this case, to make Kirk the "bad guy" are continued with respect
23 to the parties' dealings with Margaret Pickard and in connection with communications with Dr. Ali.

24 Kirk has also paid Margaret Pickard a \$2,500.00 retainer. On January 30, 2015, Ed Kainen sent
25 a letter to Radford Smith which addressed the outstanding issues between the parties.¹ The following
26

27 ¹ A true and correct copy of this January 30, 2015 letter is attached hereto as Exhibit "1." Upon review
28 of this letter, the Court will readily see that in addition to Vivian wilfully violating Section 2.11 and
Section 5 of the Custody Order, although they pale in comparison in importance, Vivian has also

1 portion of that letter addressed the issue of the parenting coordinator:

2 Appointment of Parenting Coordinator

3 The position we have set forth in prior letters has never changed. Kirk is willing
4 to execute an agreement with Margaret Pickard that is “strictly in accordance with the
5 Court’s Order.” That is the position set forth in my letter to you, dated March 25, 2014,
6 and it has never changed. Consistently, as noted in my letter to you, dated October 27,
7 2014, “Our objection to Ms. Pickard’s proposed agreement is that it went beyond the
8 scope of Judge Duckworth’s Order.”

9 It should be noted that our position is totally consistent with the Findings and
10 Orders Re: May 21, 2014 Hearing, filed September 29, 2014. That Order provides, “The
11 authority of the Parenting Coordinator is defined in the Order Appointing Parenting
12 Coordinator (Oct. 29, 2013), together with the limitations imposed therein. Neither party
13 should be compelled to sign any agreements that exceed the Parenting Coordinator’s
14 authority as defined in the Order Appointing Parenting Coordinator. (Oct. 28, 2013).”
15 The Court’s statements during the hearing are also consistent with our position, “I would
16 not expect any agreements to be signed that are – with the parenting coordinator that go
17 beyond the function and role that I specifically identified in my order appointing
18 parenting coordinator. Ms. Pickard’s role and function must be narrowly limited to those
19 issues. “

20 The primary issue between the parties was whether this Court’s Order Appointing Parenting
21 Coordinator, filed October 29, 2013, authorized the Parenting Coordinator to interview the minor
22 children. Kirk’s position was and continues to be the same position articulated by this Court, namely,
23 “I don’t need a child interview. **The less I can embroil a child in this process, ultimately the better**
24 **I feel a child is insulated from this process.”** See Hearing Transcript, 10.30.13, p. 32 &33 (emphasis
25 added). Kirk’s position is also consistent with EDCR 5.06, which provides that minor children should
26 only be interviewed in “**exceptional cases.**” Margaret Pickard was amenable to not having the power
27 to interview the children. However, Vivian insisted the children be interviewed by the parenting
28 coordinator. The only language in this Court’s Order upon which Vivian had to argue the parenting
coordinator was authorized to interview the children is paragraph 4.7, which authorizes the parenting
coordinator to interview “third parties.” Kirk respectfully submits that if this Court intended for the
parenting coordinator to embroil the minor children in the process, this Court would have identified this

26 wilfully violated explicit provisions of the Divorce Decree, including, refusing to progress selling the
27 Oak Grove Parcel (p. 25) and the Lido Parcel (p. 25); refusing to provide the photographs and videos
28 of the children (p. 26-27), and; refusing to progress the reimbursement for community expenses (p. 28).

1 as an “exceptional case” and specifically authorized such power. It did not. Paragraph 4.7 is telling on
2 this point as it enumerates a number of third parties, but does not list the minor children:

3 4.7 The Parenting Coordinator shall have the authority to interview and
4 require the participation of other persons whom the Parenting Coordinator deems to have
5 relevant information or to be useful participants in the parenting coordination process,
6 including, but not limited to, custody evaluator, teachers, health and medical providers,
7 stepparents, and significant others.

8 Kirk suspects that one of the reasons there has never been a response to Mr. Kainen’s January
9 30, 2015 letter to Mr. Smith is that without the ability to embroil the minor children in the process with
10 the parenting coordinator, Vivian no longer wanted a parenting coordinator.

11 In connection with communications with Dr. Ali, Vivian’s counsel made the initial contact and
12 arrangements with Dr. Ali. Thereafter, Vivian, with Vivian’s counsel’s full knowledge and approval,
13 met with Dr. Ali. After Vivian had met with Dr. Ali, Kirk met with Dr. Ali. Both parties’
14 communications with Dr. Ali are addressed in detail on pages 4 and 5 of Exhibit “1.”

15 **D. All Authorities are in Agreement that Minor Children – Specifically Including**
16 **Those From 14 to 18 Years of Age – Should Not Be Empowered To Make A**
17 **Decision About What is in Their Best Interests**

18 The American Bar Association published the second edition of, “A Judge’s Guide: Making
19 Child-Centered Decisions in Custody Cases. Published in 2008, this guideline (“Judge’s Guide”) was
20 a joint project of the ABA Child Custody and Adoption Pro Bono Project and the ABA Center on
21 Children and the Law.² The Judge’s Guide is a comprehensive overview of literature involving the
22 judicial administration and review of child custody cases. A portion of the Judge’s Guide is organized
23 by the different developmental ages of children. One of the developmental periods in the Judge’s Guide
24 is adolescents between the ages of 14 and 18 (pages 73-78). The adolescent between 14 and 18 years
25 of age may be allowed to express her views.³ However, the Judge’s Guide emphasizes the importance
26 of the Court making it very clear to adolescents between the ages of 14 and 18, that it is not their

27 ² T h e J u d g e ’ s G u i d e m a y b e l o c a t e d a t :
28 http://apps.americanbar.org/legalservices/probono/childcustody/judges_guide.pdf.

29 ³ When this Court made the custody determination in this case, there was a stipulation between the
30 parties wherein they stipulated to joint physical custody. In addition, Brooke had just turned 13 and
31 Rylee was 9. As this Court has noted, there is now a presumption that joint physical custody is in the
32 best interests of Brooke and Rylee.

1 responsibility to make a decision about what is in their best interests, such as determining their own
2 custody:

3 At the same time, however, you should make clear that **it is not their responsibility to**
4 **make a decision about what is in their best interests.** Respect the adolescent's
5 cognitive ability and independence, yet understand that it is a vulnerable time and the
adolescent still needs significant protection. (Emphasis added).

6 In blatant violation of this Court's Order and EDCR 5.03, Vivian has convinced Brooke, once
7 again, that it is Brooke's responsibility to make a decision about what is in her best interests and to
8 determine her own custody. As noted in the moving papers, within the last 60 to 90 days, Brooke
9 clearly indicated to Kirk her understanding that she did not have the ability to determine where she lived
10 until she is 18 years old. Motion, p. 6, l. 14-18. That suddenly changed after Vivian's embroilment of
11 Brooke in the medical bills/insurance company fiasco.

12 A parent is not acting in the best interests of her children when she actively interferes with her
13 children's relationship with their father. A parent is not acting in the best interests of her children, when
14 she manipulates an older sister to leave her younger sibling for one half the time, especially in light of
15 the close relationship between Brooke and Rylee, and her father for what is, essentially, all of the time.

16 It is noteworthy that the Judge's Guideline does not distinguish between a child that is 14 and
17 a child that is 16 or 17. It is also noteworthy, that adolescents between the ages of 14 and 18 are at a
18 "vulnerable time and the adolescent still needs significant protection." It would be an untenable
19 situation for this Court to condone Brooke's highly influenced decision and for Brooke, later in life, to
20 deeply regret that decision and how it hurt her relationship with Rylee and Kirk.

21 Brooke has not suffered emotional stress while with Kirk. Kirk's relationship with Brooke is
22 not plagued with "disputes and arguments." Although more distant, there are never raised voices or
23 arguments when Brooke is with Kirk. There are pleasant conversations about school, life, goals, and
24 dreams. However, these conversations never take place soon after returning from Vivian's house. The
25 stress Brooke is suffering from is caused by Vivian's alienating tactics of cruel and emotional abuse of
26 Brooke.

27 Vivian's assertions of Brooke's academic success are absolutely correct. Brooke does maintain
28 nearly an "A" average, Brooke has been student of the year (Rylee was student of the year this past

1 academic year), and has been taking advanced dance classes, voice and piano lessons. A fact that,
2 certainly, has not been lost on the Court, is that Brooke (and Rylee) have done all of this while spending
3 one-half of their time in the home they share with Kirk. Another fact that also is undoubtedly not lost
4 on the Court is that from February 1, 2006, when Rylee had just turned 3 on January 24, 2003 and
5 Brooke was 6 years old, until mid-September of 2011, when Rylee was 8 and Brooke was 12 years old,
6 Kirk was, for all practical purposes, the only parent Brooke and Rylee had on a day to day basis. During
7 this time period, Brooke and Rylee also exhibited superior academic performance and extensive
8 involvement in extracurricular activities.

9 The case law is in accord that empowering minors to determine their own custody is a very bad
10 idea.⁴ In *Parker v. Parker*, 112 So. 2d 467 (Ala. 1959), the trial court gave a child the sole right to
11 determine, for at least half of each month, which parent should have his custody. In reversing, the
12 Alabama Supreme Court held:

13 **There seems to be little need to catalogue the reasons why such a provision is**
14 **inappropriate.** It is sufficient to say that it places on this young child the exclusive
15 responsibility of determining, **from time to time**, which parent should have custody.
16 **Thus, a decision as to what is best for the child is made by the child himself and not**
17 **by the court.**

18 112 So. 2d at 471 (emphasis added).

19 Similarly, in *Moore v. Moore*, 331 So. 2d. 742 (Ala. App. 1976), the trial court ordered visitation
20 of the father only if expressly desired by the children. The appellate court found this to be an abuse of
21 discretion and serious error, ruling:

22 Certainly there was no reason in the evidence to require that the perpetuation of the
23 relationship of parent and child depend upon the 'expressed desire' of the children. The
24 responsibility for the cultivation of that relationship should rightfully be upon the father,
25 and the mother, not upon the child. **To so place it is to probably destroy it, not protect**
26 **it.**

27 331 So. 2d. at 744 (emphasis added).

28 The *Moore* court could see that to place the responsibility for the perpetuation of the parent/child
relationship upon the child would probably destroy that relationship. Similarly, in light of Vivian's

⁴ The Alabama courts appear to be the only courts in the country that have addressed the issue of
empowering a minor to determine their own custody.

1 obvious manipulation, if Brooke is empowered to determine her own custody, her relationship with her
2 own father will likely be destroyed. Similarly, in *H.H.J. v. K.T.J.*, 114 So.3d 36 (Ala. App. 2012), the
3 appellate court found that allowing a 16 year old to determine the father's visitation was not in the 16
4 year old child's best interest and reversed the trial court's judgment that allowed the 16 year old child
5 to determine visitation. 114 So. 3d at 44. In *Milligan v. Milligan*, 149 So.3d 623 (Ala. App. 2014) the
6 appellate court found the trial court exceeded its discretion when it allowed teenagers (18 and 14 years
7 old) to determine whether they would visit her father.

8 Vivian's position that Brooke is 16, wants to live with Vivian full time, has a car, and this Court
9 and her parents are powerless to do anything about it is nonsense. Vivian, like any custodial parent, has
10 an affirmative obligation to see the minor children comply with the custody schedule. Brooke took an
11 English class during the first summer semester at CSN. Kirk drove Brooke to this class. Kirk then
12 drove to Henderson and picked her up when the class was over. If this Court again orders that its Orders
13 must be obeyed and there is a presumption now that joint physical custody is in the children's best
14 interests, and adds there will be significant adverse consequences to Vivian if the Court's orders are not
15 obeyed, Brooke will do what Vivian tells her to do. Vivian also has the power to take back the keys to
16 the car that Vivian gave to her.

17 **E. NRS 125.480(4)(a) Was Never Intended to Empower A Child to Decide What Is In**
18 **Their Best Interests by Deciding to Permanently Modify the Regular Custody**
Schedule

19 Under NRS 125.480(4)(a), the "wishes of the child" is merely one of the factors **the Court**
20 **considers** in determining custody. As previously noted, children who are 14, 15, 16 or 17 years old,
21 are at "a vulnerable time and the adolescent still needs significant protection." Vivian's position that
22 at 14, 15, 16 or 17 years of age, Brooke is empowered with the responsibility to determine what is in
23 her best interests and to a significant extent, what is in Rylee's best interests, is not only contrary to all
24 authority, but common sense as well. This position indicates a total absence of empathy and
25 compassion for the children.

26 The meaning of Section 6 of the Stipulation and Order Resolving Parent/Child Issues, filed
27 July 11, 2012, and whether it should be voided in its entirety is currently the subject of a pending appeal.
28 Therefore, it is respectfully submitted it would be inappropriate for this Court to rule on the meaning

1 of Section 6. *Mack–Manley v. Manley*, 138 P.3d 525 (Nev. 2006) It should be noted, however, that
2 Section 6 provides, “Nothing in this section is intended to limit the discretion of the District Court in
3 making child custody determinations.” Section 6 does not negate the presumption that joint physical
4 custody is now in the children’s best interests. Tom Standish negotiated the terms of the Stipulation and
5 Order Resolving Parent/Child Issues, entered July 11, 2012. *See* Plaintiff’s Motion for a Judicial
6 Determination of the Teenage Discretion Provision, filed 11.18.13, Exh. 4, ¶3. Mr. Standish’s
7 testimony is unequivocal regarding Section 6 that “it was never intended that a child could assert control
8 over their own timeshare merely because they have reached the age of 14 years.” *Id.* at ¶6.

9 Vivian’s position is that the parties agreed that once Brooke and Rylee each turned 14, 15, 16
10 or 17 years old, that they could determine what is in their best interests and permanently modify the
11 regular custody schedule. We know this is Vivian’s position, because after being with Vivian for
12 several weeks, Brooke said that she was empowered to decide where she lives after she turned 14.
13 Common sense reveals that Brooke did not pull that thought out of thin air. Since Brooke acknowledged
14 to Kirk within the last few months that she can not decide where she lives until she is 18, it is obvious
15 that Vivian has again convinced Brooke she is empowered to decide where she lives. First, that is not
16 what the parties agreed. Second, if that was Vivian’s desire, then why did she not propose language that
17 expressly provided, “Once a child reaches the age of 14, 15, 16 or 17, the child has the responsibility
18 to determine what is in her best interests and may permanently modify the regular custody schedule.
19 Once the child makes such a determination, the parents, attorneys, and the Court will rubber stamp the
20 child’s decision.” However, Vivian chose not to propose such a provision. More importantly, however,
21 such a provision, if it had been proposed, would clearly be contrary to the best interests of the children
22 because they are still at “a vulnerable time and the adolescent still needs significant protection.”

23
24 **F. Kirk Wants To Address Brooke’s Concerns And Eliminate the Multiple Custody Exchanges During the Middle of the School Week.**

25 Brooke has purportedly stated that she no longer wants to live “out of a suitcase” and that she
26 “has found the travel back and forth to be disruptive, cumbersome and distracting.” Opp. p. 10, l. 16-18.
27 Brooke has told Kirk that it is stressful to be switching houses multiple times during the school week
28 because of her school and dance schedule. This does not justify ignoring the presumption that joint

1 physical custody is now in the best interests of the children. The concerns expressed by Brooke all arise
2 from the multiple custody exchanges each school week between Monday and Friday. This occurs as
3 a consequence of the 2-2-5 joint physical custody schedule to which the parties agreed. Kirk wants to
4 address Brooke's legitimate concerns and is amenable to changing the joint physical custody schedule
5 to an alternate week joint physical custody schedule (7-7) with the once a week custody transfer being
6 made at a time that does not interfere with Brooke's school and dance schedule.

7 Children sometimes do not adapt as well to a visitation schedule with frequent transitions
8 between households. See JANET R. JOHNSTON ET AL., *IMPASSES OF DIVORCE: THE*
9 *DYNAMICS AND RESOLUTION OF FAMILY CONFLICT* (Free Press 1999), Chapter 7.

10 **G. Vivian Has Falsely Portrayed Herself to Brooke as an Innocent Victim in the**
11 **Divorce and Wrongfully Empowered Brooke With the Responsibility to Come to**
12 **Vivian's Rescue and Save Her From Kirk Who Is Being Falsely Portrayed As**
13 **Being Solely Responsible for the Break Up of the Family.**

14 Vivian has told Brooke that Kirk is solely responsible for the divorce and the break up of the
15 family, and the only reason for the divorce is that Kirk did not like Vivian caring for the street children
16 in India.⁵ Motion to Modify Custody Order, filed 10.1.13, p. 5, l. 21-23. In front of Brooke, Vivian told
17 Kirk she was filing for divorce. When Kirk responded that Vivian should do what she thinks she should
18 do, Vivian turned to Brooke and said, "You heard him, he gave me permission to file for divorce. **It is**
19 **his fault.**" Motion for Custody, filed 9.14.11, Exh. 1, ¶118 (emphasis added). Vivian has falsely
20 portrayed herself to Brooke as an innocent victim of Kirk's actions and continues to do so, as amply
21 demonstrated in connection with the recent medical billing issue, which, ironically, was primarily
22 caused by Vivian.

23 As evidenced by what occurred when Brooke turned 14 years old and more recently when
24 Brooke turned 16 years old, Vivian has wrongfully empowered Brooke with the responsibility to make

25 ⁵ Brooke does not know the truth. Brooke does not know of Vivian's prolonged prescription drug abuse
26 (confirmed by Vivian's own medical records), drug induced delusional pursuit of young men in Ireland,
27 violence upon Brooke's older siblings, rejection of and emotional and physical abandonment of Brooke
28 and Rylee for years, etc. Kirk has never told Brooke about the reasons for the divorce. Kirk has
consistently told Brooke and Rylee that they should always respect their mother. Contrary to Vivian's
allegations, Kirk does not demean Vivian to Brooke. Kirk has also advised each of the three adult
children, who do know the history, not to discuss the reasons for the divorce with Brooke and Rylee.

1 decisions she clearly should not be empowered to make. Empowered with this false decision making
2 responsibility, Vivian has motivated Brooke to align herself with Vivian and against Kirk and to “save”
3 Vivian, who, allegedly, continues to be victimized by Kirk’s alleged actions or lack of action. This is
4 too much responsibility and stress to place on a child, who just turned 16 years old. As noted in the
5 Judge’s Guide, *supra*, for the 14 to 18 year old, “it is a vulnerable time and the adolescent still needs
6 significant protection.”

7 Vivian has created an environment where Brooke feels she is disloyal to Vivian, if she is loyal
8 to Kirk. There is no question that Vivian’s desire to continue the battle, as recently demonstrated by
9 her conduct regarding the medical billing, is unquestionably contrary to the best interests of the children.
10 Vivian must be made to understand that her continuing the battle or winning the battle means that
11 Brooke and Rylee lose now and for the rest of their lives.

12 When Brooke first returns to Kirk’s custody, she is distant. After a day or two, Brooke usually
13 warms up and their relationship is very pleasant. There are times, including recently, that Brooke and
14 Kirk have very candid positive personal conversations when Brooke discusses what is important to her,
15 her goals, etc. However, Kirk has observed a trend in their relationship where Brooke is becoming more
16 distant. Although for many years, Kirk would take Brooke and Rylee to see a movie during the
17 weekends, Brooke, most of the time, now refuses to go to the movies. Several times Brooke has
18 responded that she cannot go to a movie because she promised Vivian that she would go with her.

19 The Court may recall that Kirk would take Brooke and Rylee to Lagoon each summer. The day
20 after Brooke advised Kirk that she wanted to live with Vivian full time in 2013, Kirk drove Brooke and
21 Rylee to Layton, Utah for their annual Lagoon trip. During dinner that night they talked about going
22 to Lagoon the next morning and both Brooke and Rylee were excited. However, Brooke exchanged
23 texts with Vivian that night, and the next morning Brooke refused to go to Lagoon. Rylee was upset
24 and wanted to go. The three of them stayed in the hotel room that day. That evening Kirk told Brooke
25 that he was taking Rylee to Lagoon the next day and he hoped Brooke wanted to go, but, if not, she
26 could stay in the hotel room while Rylee and Kirk were at Lagoon. Brooke decided to go and they all
27 had a great time at Lagoon and the rest of the trip. Reply re Motion to Modify Custody Order, filed
28 10.23.13, p. 25-28.

1 Unfortunately, since that trip, Brooke has developed a distorted view and has complained to Kirk
2 that he plans trips without first talking to her. Since that time Kirk has attempted to get Brooke's input
3 for any trip and has repeatedly told Brooke that he is happy for Brooke to choose where she wants to
4 go and Kirk will take she and Rylee. There came a time when Whitney and her husband, Sean, needed
5 to move form Phoenix to Austin, Texas, and had little time to load their belongings. Whitney
6 telephoned Kirk and asked if Kirk, Brooke and Rylee could come help. Kirk explained the situation to
7 Brooke and Rylee. Kirk, Brooke and Rylee drove to Phoenix on January 1, 2015 and helped them
8 move. They all pitched in and went to dinner at several places of Brooke's choosing, based upon
9 Whitney's recommendations. During the drive home on January 3, 2015, Brooke acknowledged she
10 was glad they helped Whitney and Sean, and that she also had a good time. However, later, Brooke
11 pointed to this trip in her discussions with Kirk, as Kirk making trip plans without adequately consulting
12 Brooke. Because of Brooke's summer class, Kirk, Brooke and Rylee had limited days for vacation time
13 together this summer. However, when Kirk tried to plan a trip with Brooke and Rylee, Brooke said she
14 would rather just stay home. Kirk, Brooke, Rylee, Tahnee, Whitney, and Sean did make the annual trip
15 to Tuacahn this summer to see the Disney plays. Kirk, Brooke and Rylee also went to Newport Beach
16 for a few days.

17 When Kirk obtains custody now, Brooke goes into her bedroom, shuts the door, and spends time
18 using her telephone. As previously noted, after a day or two she warms up to Kirk and they have nice
19 conversations. There are no arguments. Kirk has seen schedules that Vivian has prepared for Brooke
20 and Rylee. On those schedules, Vivian is referred to as "Mom." On the other hand, Kirk is referred to
21 as "Kirk" rather than "Dad." Vivian has convinced Brooke and Rylee that Kirk has no authority over
22 them. Vivian has convinced Brooke and Rylee that they have the power to decide if and when they want
23 to do anything with Kirk. On the day that custody is transferred, Kirk drives Brooke and Rylee to
24 Vivian's house to pick up their things. Vivian continues to keep Brooke and Rylee (recently, just Rylee)
25 in the house for 20 to 30 minutes, sometimes more, talking with them, while Kirk waits in a hot car.
26 There have been a couple of times when Brooke has been hypercritical of Kirk concerning very trivial
27 issues. Brooke has simply expressed an opinion. Again, there are no arguments or harsh words. Kirk
28 is not aware of anything he has done to cause this behavior.

1 **1. Vivian is Motivated by Revenge**

2 Kirk strongly believes that Vivian is motivated to separate Brooke and Rylee from Kirk because
3 of her need to seek revenge against Kirk and based upon her ill-founded belief that she is entitled to
4 possession and ownership of the girls. Vivian is vindictive and cannot separate her own need for
5 revenge from Brooke's and Rylee's needs and rights to be with Kirk. The following excerpt accurately
6 describes what has occurred in this family:

7 Often, the underlying motivation for programming/brainwashing is revenge
8 against the other parent. Revenge is one of the most common and powerful reasons for
these behaviors, and it often emanates from a sense of rejection.

* * * *

9 These parents are often unable to separate their own retaliatory needs from the
10 child's needs and rights to be with the other (target) parent. Avenging their anguish
through punishment, they may attempt to exclude the target parent from the child's life.

11 Blind to the child's need to ensure continuity and closeness with the other parent,
they can only irritate, aggravate, and litigate, sometimes successfully incorporating the
12 child into their world of hostility. Finally, the vengeful parent feels that he or she has
assumed some power over the target parent.

13 In this scheme of revenge, the ultimate power play is accomplished when the
child has been inducted as a cohort against the other parent. Usually this is not an
14 overnight process, but an insidious consummation of programming and brainwashing.

* * * *

15 **These children often start a process of faultfinding with the target parent.**

* * * *

16 **When a parent behaves appropriately and as a good person in the child's life
but is labeled "bad" by the child, the programmer has succeeded.**

17
18 STANLEY S. CLAWAR & BRYNNE V. RIVLIN, CHILDREN HELD HOSTAGE, 2nd Ed. (ABA
2013), p. 66-68⁶ (emphasis added).

19 Vivian's hatred has a damaging impact upon Brooke and Rylee. "Creating distance is also a
20 motivating factor in programming and brainwashing for those who are consumed with hatred and rage.
21 As long as the emotions persist unresolved, the brainwashing parent will attempt to relegate the target
22 parent to nonentity status. . . . Excluding the target parent is a personal coping mechanism that has
23 damaging impact on children. This is understandable, but self-absorbed behavior." *Id.* at 80. Vivian
24 wants Brooke and Rylee to treat Kirk as an outsider, who is not a member of the family; "Kirk," not
25 "Dad."

26
27
28 ⁶ The findings contained in Children Held Hostage (2nd Ed. 2013) are the result of a thirty-four year
research study commissioned by the Family Law Section of the American Bar Association covering
approximately 1,000 cases. *Id.* at 409. Children Held Hostage is considered the authoritative work on
parental alienation.

1 Vivian's hatred of Kirk and her desire to seek revenge against Kirk is evidenced by her
2 continuing willful violations of this Court's orders. The parties agreed and this Court ordered that
3 Vivian would provide, among other things, copies of all the videos she has of Brooke and Rylee. Kirk
4 knows of the existence of the videos – he was present when most of the videos were taken. During
5 negotiations between the parties and in correspondence from Vivian's counsel, the existence of the
6 videos have been acknowledged. The correspondence between counsel specifically discussed the videos
7 and how they would be duplicated. However, in an email on January 12, 2015, Vivian, through her
8 counsel, inconceivably, took the position she does not have the videos. Despite this Court's explicit
9 order that Vivian is to produce for copying "all of the videos of Brooke and Rylee, which are in Vivian's
10 possession" Vivian does not want Kirk to have copies of the videos of Brooke and Rylee, and is willing
11 to lie and knowingly violate this Court's order to prevent him from having them. *See* Exh. "1" attached
12 hereto, p. 1-3; Decree of Divorce, filed 10.31.13, p. 26, l. 23-28; p. 27, l. 1-8.

13 Vivian's refusal to reimburse Kirk for the payment of her medical insurance and car insurance
14 after the December 3, 2012 hearing is also revealing of Vivian's hatred of Kirk and willingness to lie
15 to harm Kirk. During the December 3, 2012 hearing, Vivian's counsel specifically asked Kirk to keep
16 Vivian's coverage on his group medical policy for as long as possible and Vivian would reimburse Kirk
17 for the cost attributable to her, "we want that coverage to remain as long as possible so, to the extent that
18 it is possible, Vivian will pay the cost of that policy, but it will last as long as it can." Hearing
19 Transcript, 12.3.12, p. 38, l. 9-21. Vivian took over a year to get her own medical insurance and refuses
20 to reimburse Kirk the \$11,280.30 that he paid for her own medical coverage. *See* Exh. "3" to Motion,
21 Kirk's email on 7.24.15 at 10:17 p.m. Vivian refuses to reimburse Kirk and now falsely claims that Kirk
22 forgot to take Vivian off of his policy and that she had her own policy and used that policy. *See* Exh.
23 "3" to Motion, Vivian's email on 7.24.15 at 7:08 p.m. Kirk did not forget and Kirk does not believe that
24 Vivian obtained another policy. The same is true with respect to car insurance. Vivian took over a year
25 to get her own car insurance, and refuses to pay Kirk the amount he paid to insure her until she got her
26 own policy. Again, Kirk did not forget and Vivian did not have another auto insurance policy.

27 ...

28 ...

2. Vivian Believes She Is Entitled to the Sole Possession and Ownership of Brooke and Rylee

Based upon statements Vivian has made to Kirk in the past, Kirk knows that Vivian strongly believes that as the mother, she is entitled to possession of Brooke and Rylee. Moreover, Brooke's statement soon after her fourteenth birthday that "girls are supposed to be with their mommies" is further confirmation of this entitled and misguided belief. *See also* Reply re Motion to Modify, filed 10.23.13, p. 24. Vivian's view of this entitlement was unaffected by her own horrendous misconduct concerning Brooke and Rylee, and Vivian was of the opinion that Kirk was lucky she was willing to allow him to share joint physical custody. Vivian's father abandoned her family when Vivian was only about four years old and made no effort to contact Vivian during her childhood. Custody Reply, filed 1.4.12, Exh. 9, p. 2. The following excerpt aptly describes the problem:

Many mothers feel that they have a greater right to possession and ownership of children as a result of pregnancy and childbirth— "He's not getting her; I carried that child in my womb, and she's mine" will often be emphatically stated. Many women maintain proprietary views of their children and steadfastly believe that a special bond exists between mother and child through the process of conception and birth that fathers cannot share.

* * * *

Women who adhere to this philosophy of motherhood do not believe that fathers, comparatively, are as capable of providing nurturing and care, attentiveness and understanding, love, time, communication, or emotional investment.

* * * *

In many cases where this philosophy exists, we find that the mothers themselves were more likely to come from divorced or single-parent families in which they were predominantly raised by their mothers with little or no input from the father or other male figures. To these women, fathers are just not viewed as being significant and necessary to a child's healthy present and future development.

It is most difficult to convince them otherwise; research to the contrary, discussions, counseling, mediation/conciliation, or even court orders may prove ineffective. However, because of ownership is their main operational concept, they may comply with some degree of sharing if their ownership is threatened.

We have seen judges warn this type of parent of almost complete loss if they do not become more cooperative and terminate programming/brainwashing. Legal chastisement or contempt charges may have to be repeated following a hearing. It is not uncommon for these mothers to say that a judge has been bought off, is stupid, does not know the truth, is siding with the other parent, or make some other assertion that denies the legitimacy of the legal ruling and its insightful nature on behalf of the child.

CHILDREN HELD HOSTAGE, p. 74-75.

Alienating parents have a deficiency in their psychological makeup.

1 Today, most scholars believe that parental alienation is caused by some deficiency in the
2 psychological makeup of the alienator parent. Some of these scholars believe that
3 alienators are sociopaths, while others believe that they suffer from personality disorders,
4 mental illness, or an inability to “individuate” herself from the child. Others think that
5 alienator parents are just impulsive and deceitful people who lack feelings of empathy,
6 sympathy, or guilt.

7 Sandi S. Varnado,⁷ *Inappropriate Parental Influence: A New App for Tort Law and Upgraded Relief*
8 *for Alienated Parents*, 61 DePaul L. Rev. 113 (2011) (citations omitted).

9 **3. Vivian’s Programming of Brooke to Alienate Brooke from Kirk is a Form**
10 **of Child Cruelty and Abuse**

11 Vivian’s obvious efforts to damage Brooke’s relationship with Kirk, including making false
12 statements to Brooke about the cause of the divorce and Kirk’s alleged refusal to pay Brooke’s medical
13 bills, is a form of emotional abuse. “*Experts regard the attempt to poison a child’s relationship with*
14 *a loved one as a form of emotional abuse. As with other forms of abuse, our first priority must be to*
15 *protect children from further damage.*” RICHARD A. WARSHAK, *DIVORCE POISON*, 2nd Ed.,
16 (Regan Books 2010), p. 8. “We continue to find that this form of social-psychological child abuse is
17 likely to be as damaging as physical abuse.” *CHILDREN HELD HOSTAGE* at xxvii.

18 Parental alienation is not only abusive, but cruel to the child:

19 A parent who closes off the “avenues of love and support” available from the target is,
20 therefore, being particularly cruel and selfish. But when parents “manipulate the[ir]
21 children into erecting barriers themselves, when they enlist the[ir children] as agents in
22 their own deprivation, they violate their children’s trust in a most cruel manner. It is a
23 form of kidnapping: [a] stealing [of their] soul[s].” Mental health professionals, and
24 appropriately the courts too, have, therefore, recognized that parental alienation is a form
25 of child cruelty and abuse.

26 Chaim Steinberger, *Father? What Father? Parental Alienation and Its Effect on Children – Part Two*,
27 (NYSBA Family Law Review 2006) at 10 (citations omitted).

28 Kirk has always been an attentive, caring and loving parent to Brooke. There is nothing in the
relationship between Kirk and Brooke to justify Brooke’s rejection of him. The following passage from
“Divorce Poison” accurately describes what has occurred here:

It would be only fair if a long history of a tender relationship with a loving,
involved, understanding parent insulated your child from divorce poison. Unfortunately,
it does not work this way. A child may be willing to denigrate the parent whose love is
easily granted, in exchange for conditional acceptance from a parent who was previously

⁷ Professor Varnado is Assistant Professor of Law, Loyola University New Orleans College of Law.

1 uninvolvement or harshly punitive and rejecting. . . . A child who felt neglected by a parent
2 may welcome that parent's newfound interest and generosity rather than recognize or
3 acknowledge that the parent is attempting to buy [her] child's allegiance through
4 overindulgence. . . . If your spouse manipulates the children to blame you for the divorce
5 . . . affection can dissolve overnight as their distress and hurt feelings are channeled into
6 hatred.

7 DIVORCE POISON at 29-30.

8 When Vivian lost interest in Brooke and Rylee, Kirk left his practice so he could take care of
9 Brooke and Rylee. Rylee had just turned 3 years old the week before and Brooke was only 6 years old.
10 Kirk took them to and from school, all of their activities, made their meals, helped them with their
11 homework, played games with them, took them to the movies, took them to buy their clothes, took them
12 to Utah on the weekends, extended trips, etc. When Vivian closed the door to keep them out, Kirk was
13 there for Brooke and Rylee. When Vivian left for extended periods of time again and again, Kirk was
14 always there for Brooke and Rylee. The Court may recall that Vivian had no problem telling Brooke
15 that Vivian was moving to Los Angeles to work on her Phd. at UCLA, and Brooke and Rylee were
16 staying home with Kirk and they would probably spend time at the ranch. Motion for Custody, filed
17 9.14.11, Exh. "1," ¶66.

18 Vivian's efforts to alienate Kirk from Brooke and Rylee have been well documented and started
19 soon after the filing of the Motion for Temporary Custody. The Court will recall that when Vivian
20 struck Kirk in front of Rylee on October 14, 2011, she tried to convince Rylee that Kirk had struck her,
21 just as she pricked her finger and rubbed blood on her face in her failed attempt to convince the police
22 that Kirk had struck her. Plaintiff's Reply re Custody, filed 1.4.12, p. 32 & 34. On November 20, 2011,
23 Vivian screamed again and again in front of Brooke and Rylee that Kirk is a liar and that neighbors had
24 submitted affidavits that Kirk is a liar. During the afternoon of January 27, 2012, Kirk asked Rylee to
25 sit with him on the couch and snuggle with him. Rylee responded, "I'm not supposed to snuggle you
26 anymore dad." See Letter from Ed Kainen to Radford Smith (pages 2-4), dated February 3, 2012,
27 which is attached as Exhibit 2 to Plaintiff's Motion to Modify Order Resolving Parent/Child Issues, filed
28 10.1.13. As noted in the moving papers, Vivian continued her programming of Brooke when Brooke
turned 14 years old. More specifically, Vivian's numerous actions to alienate Kirk from Brooke are well
chronicled in Plaintiff's Motion to Modify Order Resolving Parent/Child Issues, filed 10.1.13. See

1 *generally*, p. 5-8, 11-12. *See also* Reply re Motion to Modify, filed 10.23.13, p. 3, 6, 10, 11-19.

2 Contrary to Vivian's false assertions, Vivian's continuing efforts to alienate Kirk from Brooke have
3 been well documented. Tom Standish noted the programming during the October 30, 2013 hearing:

4 And if we were to argue this right now, we would make a very strong case for the kind
5 of unbelievable pressure that this lady [Vivian] puts on her children and the very fact that
6 her 14-year-old would trump it out the day after her birthday that she wants to live with
7 Mom is an indication what Mr. Kainen was just saying which is this lady is violating the
8 local rule about talking to her children about this. She's constantly talking to them about
9 it **and programming them**.

8 Hearing Transcript, 10.30.13, p. 35 (emphasis added).

9 While in Vivian's custody, Brooke and Rylee were in the Boulder City Christmas Parade in
10 December of 2014. Kirk later found out about it when he saw their picture in the newspaper. During
11 Kirk's holiday winter break time with Brooke and Rylee, Vivian arranged for her to take Brooke to
12 DMV to take the examination to get her learner's permit. Kirk sent emails to Vivian complaining about
13 Vivian making arrangements during his holiday time with Brooke and taking Brooke. A true and
14 correct copy of these emails, dated December 25 & 26, 2014, are collectively attached hereto as Exhibit
15 "2." In one of these emails, Kirk identified one of the primary issues now before the Court:

16 Brooke, however, is being told that she is empowered to make all the decisions in her life
17 at the present time and her parents do not have the right to make decisions they feel are
18 in her best interest. Brooke presently believes she has the power to veto any family
19 plans. This is flat out wrong. Responsible parenting does not mean empowering your
20 children to make all decisions involving them and your family. I am very concerned
21 about Brooke's future.

20 Brooke's relationship with you and I is secondary to what is best for her. Brooke and
21 Rylee both deserve a co-parenting environment that is best for them now and in the
22 future. Responsible parenting includes making decisions affecting your children that are
23 in their best interests, but not necessarily popular at the time.

22 I ask you, implore you, and beg you to responsibly parent in the best interests of Brooke
23 and Rylee. It is unquestionably in their best interests to be taught to be respectful and
24 considerate of both their parents.

24 Kirk's pleas to Vivian, obviously, went unanswered.

25 **H. Absent a Strong Deterrent from the Court to Vivian, Rylee Will Be Next**

26 Kirk is very concerned about Rylee. Rylee is 12 years old. The Court may recall that when
27 Whitney was about the same age, Vivian informed Kirk that Vivian wanted to send Whitney away to
28 boarding school. When Kirk asked why, Vivian responded that she did not like the way Whitney looked

1 at her. Motion for Custody, filed 9.14.11, Exh. 1, ¶26. Vivian had trained Tahnee that pleasing Vivian
2 was paramount and Tahnee did everything she could to please Vivian. Whitney was unwilling to buy
3 into that program and was well aware that she was not the preferred child with Vivian.

4 Vivian has now trained Brooke that pleasing Vivian is paramount. In addition, Vivian has
5 convinced Brooke to align herself with Vivian against Kirk and to be responsible for Vivian's well
6 being, even to the extreme of calling and working with the insurance company.⁸ Because of her close
7 relationship with Brooke, Rylee is not as independent as Whitney was at her age. However, Kirk
8 believes that Rylee is also aware she is not the preferred child in her relationship with Vivian.

9 Kirk is concerned that Vivian will use Rylee's inferior status with Vivian to emotionally abuse
10 Rylee in an effort to program Rylee:

11 The use of the inferior status as an inculcation mechanism may be more subtle
12 in domestic-relations situations. Making a child feel like a second-class citizen by
13 giving her less attention than her sister who complies with the programme is one
14 approach. Children are keenly aware of being less favored by a parent. This lowering
15 of status within the family can be done by exclusion, rejection, or denial of affectionate
16 contact; it is extremely painful to a child and, in and of itself, may be powerful enough
17 to bring the child into compliance with the parental programme or belief system.

15 CHILDREN HELD HOSTAGE at 6.

16 I. Vivian Must Immediately Stop Her Efforts to Alienate Kirk From Brooke and 17 Rylee.

18 Parental alienation of a child from the other parent has been determined to be "an act inconsistent
19 with the best interest of the child." In *Zeis v. Slater*, 870 N.Y.S.2d 387 (App. Div. 2008) the mother had
20 been awarded sole physical custody. However, the mother interfered with the father's visitation rights
21 and "denigrated the father in the child's presence." Finding "[t]his conduct is so inconsistent with the
22 child's best interests that it per se raises a strong probability that the mother is unfit to act as a custodial
23 parent," the appellate court affirmed the lower court's modification of custody, awarding the father sole
24 physical custody. *Id.* at 388. Similarly, in *Lichtenfeld v. Lichtenfeld*, 838 N.Y.S.2d 660 (App. Div.
25 2007) the family court had granted the father's motion to modify custody and to award him sole physical
26

27 ⁸ There is likely another reason Brooke is rejecting Kirk. "Pre-adolescent and adolescent children 8-15
28 years old can be easily alienated because "they can maintain a consistent stance of anger and are more
likely to make rigid moral judgments of a parent." *Father? What Father – Two* at 9.

1 and legal custody, with visitation to the mother. In affirming the award, the appellate court found,
2 “Here, the mother deliberately interfered with the relationship between the children and the father, an
3 act so inconsistent with the best interests of the children as to per se raise a strong probability that she
4 is unfit to act as a custodial parent.” *Id.* at 661.

5 In *Cloutier v. Lear*, 691 A.2d 660 (Me. 1997), the mother had been awarded primary custody.
6 However, the father moved to modify custody and was awarded primary custody when it was shown
7 the mother had denigrated the father to the children. In addition, a therapist had found that the oldest
8 daughter had an adult-to-adult relationship with the mother, rather than that of parent-child – just as
9 Brooke now has with Vivian – and as a consequence, found that the older daughter is at risk. The Maine
10 Supreme Court affirmed the award of primary custody to the father. *Id.* at 662.

11 In *Grigsby v. Grigsby*, 39 So. 3d 453 (Fl App. 2010), the court awarded sole custody of the
12 parties four minor children to the father and temporarily completely suspended the mother’s time-
13 sharing. The mother had engaged in a campaign to alienate the father from the children. The trial court
14 specifically found that the mother had “actively interfered with the love and emotional ties that
15 previously existed between the Father and the children.” *Id.* at 456. The appellate court reversed on
16 the very limited basis that the trial court needed to set forth the steps the mother must go through to
17 regain time-sharing with the children and that it was inappropriate to empower the father to make the
18 determination of when the mother’s conduct was sufficient for her to re-establish contact with the
19 children.

20 There is no question whatsoever at this point that Kirk is the parent “more likely to allow the
21 child to have frequent associations and a continuing relationship with the noncustodial parent. NRS
22 125.480(4)(c).

23 **J. Kirk, Naively, Assumed that By Simply Being the Best Parent He Can Be and By**
24 **Not Denigrating Vivian In Any Way, Brooke Would Eventually Figure Out the**
Truth and Emotionally Come Back To Him.

25 Kirk’s response to Vivian’s programming was naive. Kirk assumed that if he simply continued
26 to be the best parent possible each and every day and said nothing negative about Vivian, then Brooke
27 and Rylee would eventually figure out the truth and emotionally come back to him. He was wrong.

28 . . .

1 Parents are often reluctant to tell their children the truth, even when it could
2 prevent damage. Many parents believe that it is more detrimental “to do the same thing”
3 (talk to the child about the other parent) as a programming parent does. Such target
4 parents must come to understand that protecting one’s image and self-respect is just
5 that—protection; and it is important for a child to have the truth in order to overcome the
6 programming or brainwashing. Believing that a child will eventually come to an
7 independent conclusion about what really happened is analogous to believing that the
8 tooth fairy leaves money under a pillow. It simply doesn’t work that way. Just like the
9 tooth that disappears, so may the parent-child relationship over time.

6 Parents who try zealously to protect their children from gaining any knowledge
of litigation over custody, nonsupport, and other issues often discover that their self-
control has backfired.

7 The programmer/brainwasher enjoys free rein in instituting propaganda as long
8 as the target parent is either unaware or chooses to remain quiet. Ultimately, it is far
9 better for children to understand different perspectives than to believe a self-serving
10 image put forth by a programmer against a target parent. Such target parents should be
11 encouraged to protect their relationship with the child rather than to adhere to the belief
12 that the truth will triumph because children eventually see the truth. Frequently, the
13 relationship under fire never re-equilibrates due to irreparable damage and deep-seated,
14 distorted beliefs. Target parents should not remain quiet but must look at the results of
15 nonintervention, thus dispelling the myths about the harmful effects of false
16 protectiveness.

12 If a target parent comes to understand that programming or brainwashing is
13 occurring, it is initially always in the child’s best interest to hinder and impede the
14 process. With no input from a target parent, the child cannot be successful in
15 overcoming the pernicious power of a parent who is given free rein because the target
16 parent mistakenly believes that he or she is protecting the child through silence.

15 CHILDREN HELD HOSTAGE at 60-61.

16 **K. Unless Steps are Taken, Brooke and Rylee Will Suffer Significant Damage**

17 The adverse impacts children suffer from parental alienation are significant.

18 • The powerful, often damaging impact on the relationship between the
19 child and the target parent that results from the child being involved in the
process.

* * * *

20 • The creation of overdependency in the child on the wishes, thoughts,
21 desires, beliefs, values, and opinions of the programmer/brainwasher.

21 • Struggles the children went through to express their basic need to love,
22 see, identify with, and know the target parent in the face of various degrees and
types of programming-and-brainwashing.

23 • The degree to which children’s physical and social-psychological health
were adversely affected by programming-and-brainwashing.

* * * *

24 • The number of children (40 percent) who developed self-hatred and guilt
25 because they were used as an ally in the war against the target parent.

25 • The number of children who were cut off from extended families of the
26 target parent (50 percent completely . . .).

* * * *

27 • Children (30 percent) express fear that they would be further hurt by the
28 programmer/brainwasher if it was observed that they spoke about it at all. . .

• By being used as allies in the parent combat, children are coerced into
learning new forms of people control that they may then employ with other

children and adults.

- By being used as agents by one parent against another parent, children develop damaged views of intimate relationships.
- Children involved in programming/brainwashing may become purveyors of the process when they have children. . .
- Children usually perceive the programmer/brainwasher as abusing parental power but may feel incapable of overtly reacting against the power.
- The damage caused by programming/brainwashing most often has gone undetected except for radical breaches in the relationship with one parent.

CHILDREN HELD HOSTAGE at 392-394.

1. **Though Not as Important as the Best Interests of the Children, the Consequences of Parental Alienation to the Targeted Parent are Devastating**

Professor Varnado describes the devastation to the targeted parent:

Parental alienation financially and emotionally plagues alienated parents, who often do not initially recognize the signs. One self-proclaimed victim reported that it was incomprehensible how he “went from Adored Dad to Despised Dad in the blink of an eye.” Not surprisingly, every alienated parent participating in one study reported that he would never want to experience such a thing again.

Even when the alienator’s parent’s efforts do not ultimately destroy the relationship between the other parent and the child, alienating conduct still negatively affects that relationship. In such situations, the alienator parent’s conduct results in a power shift from the other parent to the child. For example, when the alienator parent gives the child the power to determine whether, when, and under what circumstances to see the other parent, an alienated parent may hesitate to discipline the child, taking caution not to anger him. This fear of upsetting the fragile parent-child relationship leaves the alienated parent feeling powerless to freely and properly parent.

When an alienator parent’s conduct leads a child to reject the other parent, the alienated parent’s emotional response usually includes a “sense of powerlessness and frustration”; “stress, loss, grief, anger, and fear”; and feelings of pain, anxiety, deficiency, humiliation, and being unloved. As one self-proclaimed alienated parent noted, “To have that human connection [between oneself and one’s child] taken away from you is probably one of the most difficult and painful things for any parent to deal with.” . . .

Ultimately, “[t]he [alienated] parent experiences the anguish of the loss of a child,” which in turn causes that parent immense mental pain and suffering. This is similar to the loss of child to death, but in some ways, it can seem worse to the alienated parent because the alienated parent’s feeling of loss is combined with her continuing concern for the child. Even though these alienated parents want to restore their relationship with their children and will “try anything to end the impasse,” eventually some alienated parents give up on the parent-child relationship. Some have even attempted suicide.

Sandi S. Varnado,⁹ *Inappropriate Parental Influence: A New App for Tort Law and Upgraded Relief for Alienated Parents*, 61 DePaul L. Rev. 113, 125 (2011) (citations omitted).

⁹ Professor Varnado is Assistant Professor of Law, Loyola University New Orleans College of Law.

1 Many erroneously assume that the abused child will eventually come back to the alienated
2 parent. Unfortunately, that is not the case:

3 A child whose parent has been excluded from his life will not feel closer or yearn
4 more strongly for him. Rather the child will forget about the parent or learn to disdain
5 him. "Absence [in this situation] does not make the heart grow fonder; [rather]
6 unfamiliarity breeds contempt."

7 *Father? What Father?* at 9 (Citations omitted).

8 **L. It is in Both Brooke's and Rylee's Best Interest for Joint Physical Custody to**
9 **Continue**

10 There is almost universal agreement that the best interests of the children are served by having
11 significant contact with both parents. Sandi S. Varnado, *Inappropriate Parental Influence: A New App*
12 *for Tort Law and Upgraded Relief for Alienated Parents*, 61 DePaul L. Rev. 113, 115 (2011). The
13 greater amount of contact Brooke and Rylee have with Kirk the greater the likelihood that Brooke and
14 Rylee can be protected from future programming.

15 Vivian, through Brooke, is trying to reduce Kirk's contact with Brooke. In contrast, Kirk is
16 trying to maintain the legal status quo – he is not attempting to have Vivian's time with Brooke
17 diminished in any way.¹⁰ NRS 125.480(4)(c). Kirk does, however, desperately want Vivian to stop
18 emotionally abusing Brooke and Rylee and to stop alienating Kirk from Brooke and Rylee. Hopefully,
19 if this Court, once again, makes it clear to Vivian that she agreed to joint physical custody and that
20 custody is not going to be changed, Vivian will no longer have an incentive to continue to abuse Brooke
21 and Rylee. Vivian needs to also get the clear message that if she continues in her efforts to alienate Kirk
22 from Brooke and Rylee, then Kirk will be awarded primary custody as it will be in the best interests of
23 the children to do so. "Unless effective deterrents to parental alienation are implemented, it is a fair
24 prediction that the alienation will continue." Sandi S. Varnado, *Inappropriate Parental Influence: A*
25 *New App for Tort Law and Upgraded Relief for Alienated Parents*, 61 DePaul L. Rev. 113, 126 (2011).

26 ...

27 ...

28 ¹⁰ It must be noted however, that many states, "basically hold that parents who interfere with a parent-
child relationship are less worthy of legal and physical custody." " CHILDREN HELD HOSTAGE,
p. xxiv.

1 **1. There is Reason for Hope.**

2 In addition, however, although it is important that the agreed to and Court ordered joint physical
3 custody be maintained, steps must be taken so that Brooke and Rylee know they have permission to love
4 and identify with Kirk.¹¹ CHILDREN HELD HOSTAGE, p. 389. The Court is respectfully requested
5 to have a qualified specialist interview Brooke to determine the extent of the programming by Vivian.¹²
6 The probability of success of such an effort is greater than might be thought. CHILDREN HELD
7 HOSTAGE identifies several “detection factors” which are encouraging:

- 8 • The belief by therapists and legal personnel that programming/brainwashing is difficult
9 to detect.
- 10 • The ease with which it can be detected when special interview/observational/research
11 methods were employed
- 12 • The number of children (80 percent) who wanted the process detected and terminated.
- 13 • The number of children who will directly cooperate in the investigation, covertly and/or
14 overtly (approximately 90 percent).

* * * *

- 15 • Children (70 percent) felt relief that the programming-and-brainwashing dilemma was
16 discovered.

17 *Id.* at 390-391.

18 “Traditional or “regular” therapy, unfortunately, is generally ineffective to treat parental
19 alienation.” *Father? What Father? Two* at 10. Brooke’s distorted perceptions must be identified and
20 unraveled.

21 Alienated children suffer from distorted perceptions and images of their targeted
22 parent. These distortions cause them to feel hatred and animosity towards the target.
23 Their hatred and animosity, though unfounded, are genuinely held. As a result,
24 exploring their feelings will likely not dissipate the hatred and animosity and, more

25 ¹¹ A task force especially convened to study the problem of children who become alienated from one
26 of their divorcing parents, recommended: “Alienated children need a *family-focused intervention* that
27 includes all parties – the child, siblings, both the aligned and rejected parents, as well as other family
28 members (e.g. stepparents, grandparents) determined to be contributing to the dynamics. The goal is
to transform the child’s distorted, rigidly held, polarized, and defensively split views of one parent as
“all bad” and other to “all good” into more realistic and measured ones, rooted in the child’s actual
experience of both parents. In addition, the goal is to restore appropriate co-parental and parent-child
roles within the family.” Janet Johnston, *Rethinking Parental Alienation and Redesigning Parent-Child
Access Services for Children Who Resist or Refuse Visitation* (2001), p. 7.

¹² Missouri Statutes 452.400 provides that when a parent interferes with the custody of the other parent,
the violator may be ordered “to pay the cost of counseling to reestablish the parent-child relationship
between the aggrieved party and the child.”

likely, will only amplify and exacerbate them. It is only by identifying, unraveling and then finally challenging the distortions and beliefs that underlie their feelings, that the children can begin to open their hearts and minds to the possibility of a relationship with the target. Requiring them to spend large quantities of time with the parent then enables them to see him as the caring, loving parent he often is.

Father? What Father? Two at 10.

It is critically important that the evaluator be properly trained and meticulously follow Dr. Stanley S. Clawar's "14-step regimen that must be carefully followed in sequence for the treatment to be successful." *Father? What Father? Two* at 11. Dr. Clawar's 14-step regimen is set forth in detail in Chapter 6 (pages 203-237) of CHILDREN HELD HOSTAGE.

The extremeness of Brooke's position is cause for alarm:

Mental health professionals agree that to prevent the alienation and its resulting injuries from becoming permanent, swift decisive action by the courts is necessary. If the alienation is permitted to continue, the "destructive dynamic" becomes "entrench[ed]" and the children's positions solidified. Appropriate contact between the target parent and the child must be reestablished quickly because delays only "consolidate and reward the child's phobic or recalcitrant stance." Unfortunately, all too often, courts are reluctant to take the required action until a child has deteriorated to a dangerous level.

Moreover, because alienation can be subtle and insidious and its devastating effects potentially permanent and irreversible, most experts conclude that in severe instances the only "treatment" that prevents alienation from continuing, effectively reverses it and enables reconciliation with the target is the immediate transfer of custody to the target parent. In every one of the reported studies of parental alienation, interventions that did not include a transfer of custody did not improve the target parent-child relationship while the transfer of custody almost always did. The hundreds of children that were transferred and later interviewed expressed gratitude and relief that they were compelled to see and be with their parents and get to know them. When therapy was instituted without a change of custody, however, the alienation often became more severe and the situation deteriorated.

Father? What Father? Part Two at 11 (citations omitted).

M. Brooke's Behavior is Inconsistent with Vivian's Assertions that She Has Not Disparaged Kirk to Brooke and that Brooke Wants To Live with Vivian Because Brooke is Mature, Intelligent, and the Current Mid-Week Custody Transfers Interfere with Her School and Dance

The first and primary argument in Vivian's opposition is that, "Vivian has not disparaged Kirk to Brooke. Opposition, filed 9.14.15, p. 3, l. 3 & 9. The second argument is that Brooke is 16, has a car, does well in school, and her decision to live with Vivian full time is because she is mature and intelligent and the custody transfers interfere with school. Opposition, filed 9.14.15, p. 4-5, 9. The truth is that Vivian has severely disparaged Kirk to Brooke since September of 2011. The truth is that

1 Brooke's decision was based upon her strong felt false belief – as a result of Vivian's alienation – that
2 Kirk is a "bad" person and Brooke now hates Kirk. The truth is that Brooke's perception of Kirk is
3 highly distorted and her conduct is extremely disproportionate to Kirk's actual behavior and even any
4 perceived, though erroneous, infractions. The truth is that Brooke's conduct is also highly
5 disproportionate to Vivian's asserted reasons as to why Brooke wants to live with Vivian full time.

6 As noted previously, "When a parent behaves appropriately and as a good person in the child's
7 life but is labeled "bad" by the child, the programmer has succeeded." CHILDREN HELD HOSTAGE
8 at 68. Kirk has behaved appropriately and as a good person in Brooke's life, but is now being labeled
9 as "bad" by Brooke. Vivian's efforts to alienate Kirk from Brooke are succeeding.

10 As the Court is aware, partially as a result of Vivian's emotional and physical absences, Brooke
11 was extremely close to Kirk until after the filing of the Motion for Temporary Custody in September
12 of 2011. For many years, with rare exception, the only time Brooke and Rylee were not with Kirk was
13 when they were in school. Despite the extremely close caring and loving relationship between Kirk and
14 Brooke for all those years, Vivian has been able to undermine and destroy that relationship almost to
15 the point it never existed.

16 Despite his multiple requests, Kirk had not seen Brooke nor spoken to Brooke since the morning
17 of July 17, 2015 or about two months. Brooke had not responded to any of Kirk's texts, including texts
18 asking to see her, since her text to him that she is going to live with Vivian full time.

19 Brooke had an appointment with the orthodontist at 3:00 p.m. on September 16, 2015. Kirk was
20 really looking forward to seeing her then. Vivian and Kirk were both at the orthodontist's office for an
21 appointment with Rylee the day before, on September 15, 2015. A second appointment for Rylee was
22 made at that time for the next day at 3:15 pm. Kirk was sure he would get to see Brooke, when he took
23 Rylee for her appointment. However, at 9:17 a.m. on the morning of September 16, 2015, Kirk received
24 a text from Vivian that "Brooke can't make appt at 3 today– on call for later spot if cancellation." The
25 orthodontist appointments typically take one-half hour. While driving Rylee to her 3:15 appointment,
26 Kirk received a text from Vivian insisting that Rylee's appointment was at 3:00 p.m. Though in error,
27 this text evidences Vivian's belief that Rylee's appointment was at 3:00 p.m. If the appointment had
28 been at 3:00 p.m., Kirk and Rylee would likely be gone by about 3:30 p.m. Kirk and Rylee arrived in

1 time for Rylee's 3:15 appointment. When Rylee was finishing her appointment at about 3:45 p.m.,
2 Brooke arrived for her 3:50 p.m. appointment. Brooke walked in the room and acted as though Kirk,
3 her father, who she had not seen or talked to in two months, was not even there. As Kirk and Rylee
4 were leaving, Kirk approached Brooke and told her he loved her. Brooke merely said "ok," in a
5 dismissive tone, and turned away.

6 Brooke treated her father this way after not seeing him for two months. Brooke's conduct is
7 extremely disproportionate to Kirk's actual behavior and even any perceived, though erroneous,
8 infractions. Brooke's conduct is also highly disproportionate to Vivian's asserted reasons as to why
9 Brooke wants to live with Vivian full time. Vivian's efforts to alienate Kirk from Brooke have caused
10 Brooke to have a highly distorted perception of Kirk where she believes Kirk to be "bad."

11 The reason Brooke made the decision to determine her own custody, despite recently
12 acknowledging to Kirk that she did not have such power until she is 18 years old, is because Vivian has
13 programmed her into falsely believing Kirk is "bad" ("Kirk just can't quite understand why he should
14 have to pay any part of his daughters medical bills." "No calls on my behalf to repair credit") and
15 Brooke now hates Kirk. There is no question that Vivian, as part of her embroilment of Brooke in the
16 medical insurance issue, told Brooke the same thing she wrote in her emails to Becky Palmer and Kirk.
17 This is just the latest in Vivian's continuing effort to alienate Kirk from Brooke, which Vivian has
18 undertaken since September of 2011. However, it was inflammatory enough to be the tipping point.

19 As part of the effort to determine the level of programming by Vivian and to deprogramme
20 Brooke, Kirk requests that Brooke stay exclusively with Kirk for the next 60 to 90 days. "As a general
21 rule, we have found that change of the physical environment and increased social contact with a target
22 parent are the major positive ways to deprogramme a child." CHILDREN HELD HOSTAGE, p. 229.
23 Vivian's assertions that she does not control Brooke are false. If Vivian is told that Vivian must honor
24 this Court's orders and there will be a severe consequence if she does not, Brooke will comply.

25 **IV. CONCLUSION**

26 As the Court has previously noted, there is now a presumption that joint physical custody is in
27 the best interests of Brooke and Rylee.

28 ...

1 Brooke's wishes, under NRS 125.480(4)(a) should be severely discounted as a consequence of
2 Vivian's continuing and active interference in the relationship between Brooke and Kirk, and the
3 distortions Vivian has created in Brooke's mind as a consequence.

4 Vivian is attempting to reduce Kirk's time with Brooke. Kirk is not attempting to reduce
5 Vivian's time with Brooke. There is no question, under NRS 125.480(4)(c) that Kirk is the parent
6 which "is more likely to allow the child to have frequent associations and a continuing relationship with
7 the noncustodial parent."

8 Under NRS 125.480(4)(d), Vivian is continuing the conflict with Kirk. Kirk has done nothing
9 to continue this conflict and, as evidenced by Exh. 2, attached, has literally begged Vivian to stop what
10 she is doing.

11 Under NRS 125.480(4)(e), except for Vivian's continuing manipulation of the children in her
12 effort to alienate Kirk, the parties generally cooperate to meet the needs of the children.

13 Under NRS 125.480(4)(f), Vivian's own treating doctors diagnosed her with a "depressive
14 disorder" and a "major depression disorder." Reply re Custody, filed 1.4.12, Exh. 25 & 26. Vivian's
15 own medical records confirm she abused controlled substances for over seven years. Reply re Custody,
16 filed 1.4.12, Exh. 11. Vivian's extremely delusional behavior (young actor is her "soul mate," love
17 letter to other young man, oldest daughter will try to kill her in her sleep, etc.) was confirmed in the un-
18 refuted affidavits of the parties' adult daughters. Motion for Custody, filed 9.14.11, Exh. 2 & 3.

19 Under NRS 125.480(4)(g), it is undisputed that the physical, developmental and emotional needs
20 of children are best met by the children having significant contact with both parents – joint physical
21 custody.

22 Under NRS 125.480(4)(h), Brooke has a closer relationship with Vivian than Kirk. However,
23 Vivian's relationship is not based upon years of consistent love, care and attention, but overindulgence
24 and rather cruel and abusive manipulation. On the other hand, Kirk's relationship with Brooke is based
25 upon years of consistent love, care and attention. This relationship has been severely damaged by
26 Vivian's alienating tactics over the course of several years.

27 Under NRS 125.480(4)(I), Kirk wants Brooke and Rylee to remain together. Vivian wants to
28 separate them. Year in and year out, Kirk does everything he can to maximize the amount of time all

1 five children spend together. For example, every year during the Nevada Day weekend, he takes all five
2 children to Disneyland. When Brooke's summer school schedule during Kirk's vacation time with
3 Brooke and Rylee prevented planned trips together, Kirk made arrangements for Rylee to go to Texas
4 to spend time with Whitney and to California to spend time with Tahnee.

5 Under NRS 125.480(4)(j), Vivian, except for sleeping in the same bed with them when she was
6 in town, lost interest in Brooke and Rylee from the fall of 2005 until mid-September of 2011. Vivian's
7 long history of parental abuse and neglect of Brooke and Rylee has been extensively documented.
8 Exhibits to Opposition to Motion for Attorney's Fees, filed 5.28.13, Exh. 5, ¶46. For example, despite
9 bold warning labels not to, Vivian took controlled substances while nursing Rylee. Reply re Custody,
10 filed 1.4.12, p. 13-16. The Court may recall instances where Kirk was gone during the day or over night
11 and discovered upon his return that Vivian had not fed Brooke and Rylee. Motion for Custody, filed
12 9.14.11, Exh. 1, ¶88, ¶146 Vivian's alienation of Brooke from Kirk is cruel and abusive.

13 Under NRS 125.480(4)(k), Vivian has committed several acts of domestic violence against
14 Brooke's and Rylee's older siblings, as well as Kirk. Vivian struck each of the older children in the
15 head when they were each about 15 years old. Vivian struck Whitney "very hard in the side of her
16 head" when Vivian was attacking Tahnee, and Whitney was trying to get Brooke and Rylee out of
17 harm's way. See Motion for Custody, filed 9.14.11, p. 43-46. Vivian threw Tahnee to the ground and
18 kicked Tahnee very hard in the abdomen over and over again. Vivian struck Kirk in the face, which was
19 confirmed by the Boulder City Police Department, "wife hit male in the face." Reply re Custody, filed
20 1.4.12, p. 32-34, Exh. 20

21 Under NRS 125.480(4)(l), Vivian abducted Brooke and Rylee for six weeks during the summer
22 of 2005, with Kirk not knowing where they were or when they would return. See Motion for Custody,
23 filed 9.14.11, p. 46, l. 9-25.

24 Going back to court is not something Kirk took lightly. Vivian will, undoubtedly, convince
25 Brooke that all would be wonderful if Kirk would just let Brooke and Vivian do what they want to do.
26 Kirk loves Brooke and Rylee too much to give up.

27 The child frequently expresses anger toward the target parent for "giving up" in
28 terms of gaining custody or just more time with him or her. As explained earlier,
children believe that parents have a certain degree of omnipotence and power. Part of

1 this belief has to do with their need to feel protected by significant adults in their lives.

2 When two parents who, in the child's mind, should be protectionist are at war,
3 it becomes a source of consternation. Unsure of the adult response, many children never
4 verbalize their true feelings or desires to either parent. But wars are won in the
5 children's inner, secret world, and they hope fervently that the target parent will be
6 strong, brave, and able to intuit their unspoken secret wishes.

7 Their expectations are that the target will know how to rescue them from the
8 programmer/brainwasher and not give up.

9 CHILDREN HELD HOSTAGE at 173.

10 Kirk respectfully urges the Court to send a resounding message to Vivian that the joint physical
11 custody schedule to which she agreed and this Court ordered, which was previously enforced by this
12 Court under strikingly similar circumstances, shall be enforced again by this Court, and that Vivian's
13 severe disparagement of Kirk to Brooke will not be tolerated.

14 DATED this 18 day of September, 2015.

15 KAINEN LAW GROUP, PLLC

16 By: 

17 EDWARD L. KAINEN, ESQ.
18 Nevada Bar No. 5029
19 3303 Novat Street, Suite 200
20 Las Vegas, Nevada 89129
21 *Attorneys for Plaintiff*
22
23
24
25
26
27
28

EXHIBIT “1”

KAINEN

LAW GROUP

A Professional Limited Liability Company

■ ■

January 30, 2015

Via Facsimile: (702) 990-6456

Radford Smith, Esq.
Radford J. Smith, Chartered
64 North Pecos Road, Suite 700
Henderson, Nevada 89074

Re: **Kirk Harrison v. Vivian Harrison**

Dear Rad,

This letter is in response to your email to me on January 12, 2015.

Quitclaim Deeds

I have the Quitclaim Deed for 1514 Sunrise Circle, Boulder City, Nevada, signed by Kirk and duly notarized. A copy is attached so you can verify its accuracy and that it is in recordable form. When do you expect the corrected Quitclaim Deeds for the Utah properties to be completed? Kindly, email copies to me so that we can verify their accuracy and that they are in recordable form.

Photographs & Videos

In your January 12, 2015 email, you wrote, "I don't understand why this would hold up the process of getting the photos copied. Can you address this?" The position you took in a prior letter has held up "the process of getting the photos copied." More specifically, in your letter dated, April 17, 2014, you wrote:

Vivian is not sure that Kirk will have all pictures scanned, and she is concerned that the careful order of those pictures placed in books will be lost by the process. She wants possession of all of the pictures he took so that she can have her own copies professionally scanned. She **does not want the scanning to occur** until there is a guarantee that the books remain in order after the scanning. She will ask the court

* ♦ EDWARD KAINEN ■ NEIL M. MULLINS
* ANDREW L. KYNASTON ■ RACHEAL H. MASTEL

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to determine who keeps the originals of pictures. She **specifically requests that Kirk refrain from removing any pictures from the books for any purpose until we can reach an agreement on this issue.** (Emphasis added).

In subsequent correspondence, we clearly indicated we had no problem using a third party service. However, we received no response from you and, thus, no agreement was reached, as previously demanded by you.

In summary, you sent a letter requesting that Kirk not copy the photos. Time goes by and then you send an email criticizing Kirk for not copying the photos.

In addition, however, there is a huge problem with Vivian now denying the existence of videos of Brooke and Rylee that Kirk absolutely knows that she has. Vivian took a lot of video of Brooke and Rylee, generally, prior to the Fall of 2005. In addition, Vivian has video taped every Christmas morning with all of the children, including Brooke and Rylee. Vivian has videotaped whatever birthday parties of Brooke and Rylee she has attended. Since September of 2011, Vivian has video taped the girls at softball games and basketball games. Vivian has video taped Brooke during an awards ceremony in junior high school. Vivian has video taped Brooke and Rylee during parent observation days of their dance classes. For Vivian to now deny the existence of all these videos is not well taken. This is especially true in light of Vivian's denial of the existence of the negatives of the family photographs, which were kept in drawers in the craft room of the marital residence.

Vivian's belated and new denial of the existence of these videos after all this time must have been a bit of a surprise to you as well, as this new position flies in the face of your prior letters that you copied to Vivian. For example, on April 17, 2014, you wrote, "**Vivian proposes that the parties agree to [a] service to copy movies, and that each party provide their entire inventory of movies to that service for copying. Unlike the books, there is no particular order to the movies other than the particular reel.**" (Emphasis added). Under these circumstances, for Vivian to now take the position that she has no videos at this late date is bad faith.

Vivian has family photographs, all of the negatives of the family photographs, and all of the videos of Brooke and Rylee in her possession. It was not well taken when she started taking the position that she did not have the negatives. However, for Vivian to now to take the position she does not have any videos of Brooke and Rylee as well is so far from the truth to be patently absurd. The Decree of Divorce, filed October 31, 2013, provides in relevant part:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with respect to the family photographs and videos of the older children when they were younger, which are in Kirk's possession, and the family photographs, all of the negatives of the family photographs, and all of the videos of Brooke and Rylee, which are

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in Vivian's possession, each party hereto shall pay one-half of the cost to transfer all of the photographs (utilizing the negative whenever it is in existence) and all videos containing one or more of the children to electronic storage and/or data base and to produce a total of seven copies of that entire data base so that each party hereto and each of the children have a copy. Each party shall fully cooperate with the other to facilitate the transfer and copying of all photographs (negatives whenever possible) and videos which are the subject of this Order.

(Emphasis added).

As I understand Vivian's position – at least as of January 12, 2015 – she now claims she has no family photographs, no negatives of the family photographs, and no videos of Brooke and Rylee. Such an untenable position is diametrically opposed to the Court's written Order and contrary to your letters.

Kirk only took the photograph albums and the videos of the older children. Numerous loose family photographs and the negatives of all the photographs were always kept in the drawers in the craft room. Vivian also had all of the videos of Brooke and Rylee.

Not coincidentally, the ever changing position that Vivian has taken in connection with the family photographs, negatives, and videos to deprive the children and Kirk of copies of these items is not unlike the position Vivian has taken with Tahnee and Whitney and their attempts to obtain their childhood memorabilia. Each of the girls has about four 12 gallon bins of childhood memorabilia. These bins were in the craft room of the marital residence. Kirk was in possession of the marital residence pursuant to an Order of the Court. However, Vivian, without Kirk's knowledge or permission, entered the marital residence and removed these bins from the marital residence. She is now refusing to give them to Tahnee and Whitney. Kirk suspects that Vivian removed the loose family photographs and the negatives from the craft room drawers at the same time she removed Tahnee's and Whitney's bins from the craft room.

As Vivian will receive a digital copy of everything that is copied, it is undeniable that Vivian's sole motivation is to deprive the children and their father of their childhood photographs and videos. Vivian has clearly rationalized that it is somehow acceptable or permissible for her to steal the childhood memorabilia of Tahnee and Whitney. Consistently, Vivian has rationalized it is somehow acceptable or permissible to unethically deny her possession of the loose family photographs, the negatives of all the photographs, and the videos of Brooke and Rylee.

Please, urge Vivian to do the right thing by her children and their father and what is mandated by the explicit terms of the Court's Order regarding all these items.

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Appointment of Parenting Coordinator

The position we have set forth in prior letters has never changed. Kirk is willing to execute an agreement with Margaret Pickard that is "strictly in accordance with the Court's Order." That is the position set forth in my letter to you, dated March 25, 2014, and it has never changed. Consistently, as noted in my letter to you, dated October 27, 2014, "Our objection to Ms. Pickard's proposed agreement is that it went beyond the scope of Judge Duckworth's Order."

It should be noted that our position is totally consistent with the Findings and Orders Re: May 21, 2014 Hearing, filed September 29, 2014. That Order provides, "The authority of the Parenting Coordinator is defined in the Order Appointing Parenting Coordinator (Oct. 29, 2013), together with the limitations imposed therein. Neither party should be compelled to sign any agreements that exceed the Parenting Coordinator's authority as defined in the Order Appointing Parenting Coordinator. (Oct. 28, 2013)." The Court's statements during the hearing are also consistent with our position, "I would not expect any agreements to be signed that are – with the parenting coordinator that go beyond the function and role that I specifically identified in my order appointing parenting coordinator. Ms. Pickard's role and function must be narrowly limited to those issues."

Communications by Vivian and Kirk with Dr. Ali

In connection with your concern about client communications with Dr. Ali, your specific question is, "advise me why he [Kirk] felt he was permitted to have a meeting with him at [sic], much less without Ms. Harrison." The short answer to this question is that Kirk met with Dr. Ali **after** Vivian met with Dr. Ali.

On February 25, 2014, your client met with Dr. Ali for one hour, from 11:00 a.m. until 12 noon. My client then met with Dr. Ali for one hour from 12 noon until 1:00 p.m. the same day. Both of our clients met with Dr. Ali at his request.

Kirk advised me on February 24, 2014, that Vivian was meeting with Dr. Ali the next day and he was meeting with Dr. Ali after Vivian. You had no problem with Vivian meeting with Dr. Ali and I certainly had no objection to Kirk meeting with Dr. Ali. You memorialized your knowledge of the fact that both Vivian and Kirk had met with Dr. Ali in your letter, dated March 19, 2014 wherein you wrote, "It is my understanding that the parties have met with, and are proceeding with Dr. Ali."

Frankly, it does not make any sense to deny a therapist the ability to communicate with the parents of the 11 and 14 year old children he is charged with providing care. It is unrealistic to expect a therapist to be able to effectively assist children without the ability to communicate with their parents. I seriously question whether a truly conscientious qualified therapist would undertake such an engagement with this restriction. As a hypothetical illustration, assume a parent is concerned her child is suicidal. The child is meeting a therapist on a regular basis, but, for whatever

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reason, does not share with the therapist she is having significant suicidal thoughts, which would not be that unusual. If the parent shares the concern with the therapist, the therapist is then aware of the problem and has a chance to save the child. If the parent is unable to communicate the concern with the therapist, then the child is at significant risk. This simply is not a tenable scenario for anyone.

During that initial meeting, Dr. Ali encouraged Kirk to tell him about any concerns he had for Brooke and Rylee. Dr. Ali also encouraged Kirk to share with him in the future any concerns he might later have as well. Dr. Ali, undoubtedly, had the same conversation with Vivian.

Subsequently, there came a point in time when Kirk had a concern for their children and telephoned Dr. Ali's office to relate the concern to Dr. Ali. When Dr. Ali did not return his call, he called again. Amanda, in Dr. Ali's office, recommended that Kirk send Dr. Ali an email setting forth his concern, advising Kirk that is what a number of the parents do when there is something they want Dr. Ali to know.

During Vivian's communications with Dr. Ali, including the initial hour long meeting, Vivian, without question, had a reasonable expectation that her communications with Dr. Ali concerning Brooke and Rylee were confidential. Dr. Ali, reasonably, also had the same expectation of confidentiality. During Kirk's communications with Dr. Ali, including the initial hour long meeting and the referenced email, Kirk, without question, had a reasonable expectation that his communications with Dr. Ali concerning Brooke and Rylee were confidential. Just as with Vivian's communications with Dr. Ali, Dr. Ali had a reasonable expectation of confidentiality in Kirk's communications with him. It would be wholly inappropriate for any of those confidential communications concerning Brooke and Rylee to be disclosed.

Additional Issues

QDRO

There remain several inaccuracies in the proposed Qualified Domestic Relations Order, which was circulated on January 12, 2015. Those inaccuracies and the necessary corrections are as follows:

page 1, line 27:	delete "1514 Sunrise Circle" and replace with "1535 Sherri Lane"
page 2, line 1:	delete "1521" and replace with "1514"
page 3, line 4:	change "received" to "receive"
page 3, line 5:	delete "now" and replace with "not"
page 4, line 6:	delete "the spouse and soon will be"

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Reimbursement for Expenses

In your letter, dated March 19, 2014, you represented that, "We have provided Ms. Attanasio with the documents necessary for her analysis." In my letter, dated October 27, 2014, I noted my understanding that Melissa Attanasio and Cliff Beadle spoke quite some time ago and Cliff is awaiting a response from Melissa." Cliff Beadle is still waiting.

Utah Real Estate Broker

We provided you with the name of a proposed Utah real estate broker, Dell Killian, on April 8, 2014. I noted in my letter to you on October 27, 2014, "You have not responded to this proposal or proposed another realtor in Utah." We still have not heard anything in response. Is Mr. Killian acceptable?

Nevada Real Estate Broker

Since Vivian proposed Brent Runion of Desert Sun Realty, we assumed she would follow through with him to reach an agreement in accordance with the Decree of Divorce. If Vivian has not done so, Kirk would be happy to do so.

Holiday Weekends During Academic Year

Tom sent a letter to you, dated August 26, 2014, describing the problem and a proposed solution. We thought this would be addressed during the Supreme Court Settlement Conference on January 27, 2015, as you initially indicated. During the settlement conference, however, you refused to discuss it.

As noted in my letter, dated October 27, 2014, "The ultimate resolution of this issue will require a written modification to the Parenting Plan. Respectfully, I do not believe the Parenting Coordinator has the authority, in accordance with Judge Duckworth's order, to order a written modification to the Parenting Plan. This should not have been nor should it now be that big a deal."

In an effort to move this along, the following is our proposed written modification to the Parenting Plan:

Replacement of Paragraph 7.6 of Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012. The Parties hereby agree to delete Paragraph 7.6 of the Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012, in its entirety and replace with the following:

7.6 Other Nationally And State-Observed Holidays: With respect to the following nationally observed holidays and holidays observed by the State of Nevada, to wit: 1) Martin Luther King Day; 2) Memorial Day; and 3) Labor Day, VIVIAN

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shall have the children in her care that Monday holiday, the preceding weekend, and any Staff Development Days contiguous to any of those days. In the event that VIVIAN does not normally have the children the weekend before the Monday holiday, she shall take the weekend with the children, but grant the following two weekends to KIRK. With respect to the following nationally observed holiday and holiday observed by the State of Nevada, to wit: 1) President's Day, KIRK shall have the children in his care that Monday holiday, the preceding weekend, and any Staff Development Days contiguous to any of those days. In the event that KIRK does not normally have the children the weekend before the Monday holiday, he shall take the weekend with the children, but grant the following two weekends to VIVIAN. With respect to the following holiday observed by the State of Nevada, to wit: 1) Nevada Day, KIRK shall have the children in his care that Friday holiday, the following weekend, and any Staff Development Days contiguous to any of those days. In the event KIRK does not normally have the children the weekend following the Friday school holiday, he shall take the weekend with the children, but grant the following two weekends to VIVIAN. Any Staff Development Days not contiguous to the holiday weekends, as described, shall not create any exceptions to the normal visitation schedule.

Under this modification, Vivian will continue to have the girls three more days during the summer than Kirk and she will continue to have the preference she currently enjoys for Veteran's Day.

Waiting in the Car

As you are aware, there is a continuing problem on the day of the weekly exchange during the school year when Kirk obtains physical custody. Brooke and Rylee need to pick up their dance bags, a computer, and a make-up bag after school on the exchange day from the parent's home they are leaving. Vivian usually waits less than 2 minutes when the girls pick up their things from Kirk's house. However, when the girls pick up the identical items from Vivian's house, Kirk has been forced to wait in the car anywhere from 15 minutes to 40 minutes. There is no rational reason for this untenable situation to continue. It has become quite apparent that Vivian is not motivated to rectify the situation. Therefore, we propose what we believe to be a reasonable solution.

Addition of Paragraph 8.3 to the Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012. The Parties hereby agree to add the following Paragraph 8.3 to the Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012:

8.3 The Parents agree that when school is in session, although the majority of the exchanges are effectuated by dropping off and picking up the children at school, the children need to obtain, shortly after school, their dance bags, a computer, and, perhaps, a make-up bag (collectively "Dance Bags") from the parent's residence

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they are leaving. The parent to whom the physical custody of the children is being transferred shall, as soon as reasonably possible given the timing of piano lessons, voice lessons, etc., transport the children to the residence they are leaving for the purpose of picking up their Dance Bags. The children shall take no more than ten minutes to obtain their Dance Bags. If at any time the children take more than ten minutes to get their Dance Bags, then, at the election of the parent who was caused to wait more than 10 minutes, that parent shall no longer be required to transport the children to pick up their Dance Bags, and it shall thereafter be the responsibility of the parent, who was not caused to wait more than 10 minutes, to thereafter transport the Dance Bags to the residence of the parent, who was caused to wait more than 10 minutes, by placing the Dance Bags at the front door of said residence as soon as reasonably possible on the day of the exchange, but under no circumstances, more than one hour after the end of school on that day.

As noted in my prior letters, it is not my intention to file a motion to resolve these outstanding issues. Rather, it is my sincere hope that attorneys for both sides realize it is in both parties' best interests to resolve these matters amicably and expeditiously. Again, please, let's be reasonable and do what is in the best interests of both our clients and their children.

Very truly yours,

KAINEN LAW GROUP, PLLC

By: 

EDWARD L. KAINEN, ESQ.

ELK/

cc: Kirk Harrison



FAX COVER SHEET

DATE: 1/30/2015
TO: Radford Smith, Esq.
FAX NUMBER: 702-990-6456
FROM: Edward Kainen, Esq.
RE: Harrison v. Harrison

NUMBER OF PAGES (Including Cover Sheet): 9

MESSAGE/COMMENTS: Please see attached.

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FAX COVER SHEET

DATE: 1/30/2015
TO: Radford Smith, Esq.
FAX NUMBER: 702-990-6456
FROM: Edward Kainen, Esq.
RE: Harrison v. Harrison

NUMBER OF PAGES (Including Cover Sheet): 9

MESSAGE/COMMENTS: Please see attached.

Carol Navarro

From: Kirk Harrison <kharrison@harrisonresolution.com>
Sent: Monday, September 14, 2015 11:40 PM
To: Carol Navarro
Cc: Ed Kainen
Subject: The following emails will be Exhibit "2" to the Reply

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Friday, December 26, 2014 7:29 AM
To: 'Vivian Harrison'
Subject: RE: Violation of Parenting Agreement

This will confirm that you just showed up in front of my house to take Brooke during her holiday time with me. You did this after me notifying you earlier this morning via email that this was a violation of the custody agreement. When I approached your car and told you it was wrong and that Brooke was not to go with you, you said, "You already agreed to it." I agreed to it only on the condition that it was with the understanding this would not happen again. Your email to me that you believe the teenage discretion provision, as interpreted by your divorce attorneys, applied during holiday periods, in addition to during "their weekly schedule" was a clear rejection of the condition. Under these circumstances, you were wrong in telling Brooke to get into your car and driving away.

You need to stop trying to win a popularity contest and focus on being a responsible parent and what is best for our children. This type of behavior is clearly not in the best interests of our children.

From: Vivian Harrison [mailto:vivianlharrison@aol.com]
Sent: Friday, December 26, 2014 5:51 AM
To: Kirk Harrison
Subject: Re: Violation of Parenting Agreement

It is my understanding holiday and school breaks although alternate yearly are not exempt from Brooke's discretion and she is within her rights to use.

Sent from my iPhone

On Dec 25, 2014, at 10:17 PM, Kirk Harrison <kharrison@harrisonresolution.com> wrote:

Vivian,

As you are aware my Winter Break **holiday** began with Brooke and Rylee at noon today and continues until 7:00 p.m. on Sunday, January 4, 2015. This afternoon, Brooke **told** me that you are picking her up at 7:30 a.m. tomorrow morning to take her to get her learner's permit.

This is in blatant violation of our custody agreement. Even your divorce attorneys will agree that you and Brooke, you, or Brooke cannot unilaterally decide to take time this way during a **holiday**. Although I remain adamantly opposed to the notion that a child can unilaterally make any adjustments to the custody schedule at any time, even under your own attorneys' interpretation, infrequent minor adjustments can only be made during the "**weekly schedule**" set forth in Section 5 of the Stipulation and Order. Section 6.1 is expressly limited to "adjustments to their **weekly schedule**."

Brooke said that you have been helping her to study for the driver's examination and she would like you to take her. Although it will necessitate a change in our plans, I am agreeable to you taking her in the morning, provided you return her as soon as the examination is completed, and so long as it is with the understanding this will not happen again.

I do have a major problem with you planning activities with you and Brooke during her and Rylee's time with me. It is wrong, extremely inconsiderate, and is sending the wrong message to Brooke and Rylee.

Teenage discretion provisions are the creation of divorce attorneys who desire to continue conflict and uncertainty so they can continue to make money from the parties, in total disregard for what is in the best interests of the children and the family. There is a reason Judge Duckworth said he normally does order such provisions. It is incumbent upon you and I, as parents, to do what is best for our children. It should be our mutual goal to minimize conflict, minimize uncertainty, and encourage respect for both parents. This includes respecting the time Brooke and Rylee are with the other parent. Brooke and Rylee deserve no less.

Brooke, however, is being told that she is empowered to make all the decisions in her life at the present time and her parents do not have the right to make decisions they feel are in her best interest. Brooke presently believes she has the power to veto any family plans. This is flat out wrong. Responsible parenting does not mean empowering your children to make all decisions involving them and your family. I am very concerned about Brooke's future.

Brooke's relationship with you and I is secondary to what is best for her. Brooke and Rylee both deserve a co-parenting environment that is best for them now and in the future. Responsible parenting includes making decisions affecting your children that are in their best interests, but not necessarily popular at the time.

I ask you, implore you, and beg you to responsibly parent in the best interests of Brooke and Rylee. It is unquestionably in their best interests to be taught to be respectful and considerate of both their parents.

Respectfully,

Kirk



This email has been checked for viruses by Avast antivirus software.
www.avast.com

EXHIBIT “2”

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]

Sent: Friday, December 26, 2014 7:29 AM

To: 'Vivian Harrison'

Subject: RE: Violation of Parenting Agreement

This will confirm that you just showed up in front of my house to take Brooke during her holiday time with me. You did this after me notifying you earlier this morning via email that this was a violation of the custody agreement. When I approached your car and told you it was wrong and that Brooke was not to go with you, you said, "You already agreed to it." I agreed to it only on the condition that it was with the understanding this would not happen again. Your email to me that you believe the teenage discretion provision, as interpreted by your divorce attorneys, applied during holiday periods, in addition to during "their weekly schedule" was a clear rejection of the condition. Under these circumstances, you were wrong in telling Brooke to get into your car and driving away.

You need to stop trying to win a popularity contest and focus on being a responsible parent and what is best for our children. This type of behavior is clearly not in the best interests of our children.

From: Vivian Harrison [mailto:vivianlharrison@aol.com]

Sent: Friday, December 26, 2014 5:51 AM

To: Kirk Harrison

Subject: Re: Violation of Parenting Agreement

It is my understanding holiday and school breaks although alternate yearly are not exempt from Brooke's discretion and she is within her rights to use.

Sent from my iPhone

On Dec 25, 2014, at 10:17 PM, Kirk Harrison <kharrison@harrisonresolution.com> wrote:

Vivian,

As you are aware my Winter Break **holiday** began with Brooke and Rylee at noon today and continues until 7:00 p.m. on Sunday, January 4, 2015. This afternoon, Brooke **told** me that you are picking her up at 7:30 a.m. tomorrow morning to take her to get her learner's permit.

This is in blatant violation of our custody agreement. Even your divorce attorneys will agree that you and Brooke, you, or Brooke cannot unilaterally decide to take time this way during a **holiday**. Although I remain adamantly opposed to the notion that a child can unilaterally make any adjustments to the custody schedule at any time, even under your own attorneys' interpretation, infrequent minor adjustments can only be made during the "**weekly schedule**" set forth in Section 5 of the Stipulation and Order. Section 6.1 is expressly limited to "adjustments to their **weekly schedule**."

Brooke said that you have been helping her to study for the driver's examination and she would like you to take her. Although it will necessitate a change in our plans, I am agreeable to you taking her in the morning, provided you return her as soon as the examination is completed, and so long as it is with the understanding this will not happen again.

I do have a major problem with you planning activities with you and Brooke during her and Rylee's time with me. It is wrong, extremely inconsiderate, and is sending the wrong message to Brooke and Rylee.

Teenage discretion provisions are the creation of divorce attorneys who desire to continue conflict and uncertainty so they can continue to make money from the parties, in total disregard for what is in the best interests of the children and the family. There is a reason Judge Duckworth said he normally does order such provisions. It is incumbent upon you and I, as parents, to do what is best for our children. It should be our mutual goal to minimize conflict, minimize uncertainty, and encourage respect for both parents. This includes respecting the time Brooke and Rylee are with the other parent. Brooke and Rylee deserve no less.

Brooke, however, is being told that she is empowered to make all the decisions in her life at the present time and her parents do not have the right to make decisions they feel are in her best interest. Brooke presently believes she has the power to veto any family plans. This is flat out wrong. Responsible parenting does not mean empowering your children to make all decisions involving them and your family. I am very concerned about Brooke's future.

Brooke's relationship with you and I is secondary to what is best for her. Brooke and Rylee both deserve a co-parenting environment that is best for them now and in the future. Responsible parenting includes making decisions affecting your children that are in their best interests, but not necessarily popular at the time.

I ask you, implore you, and beg you to responsibly parent in the best interests of Brooke and Rylee. It is unquestionably in their best interests to be taught to be respectful and considerate of both their parents.

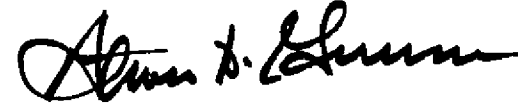
Respectfully,

Kirk

EXHIBIT “11”

KAINEN LAW GROUP, PLLC
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
702.823.4900 • Fax 702.823.4488
www.KainenLawGroup.com

Electronically Filed
09/18/2015 11:12:34 AM



CLERK OF THE COURT

AFF
EDWARD KAINEN, ESQ.
Nevada Bar No. 5029
KAINEN LAW GROUP, PLLC
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
PH: (702) 823-4900
FX: (702) 823-4488
Service@KainenLawGroup.com
Attorneys for Plaintiff

THOMAS J. STANDISH, ESQ.
Nevada Bar No. 1424
STANDISH NAIMI LAW GROUP
1635 Village Center Circle, #180
Las Vegas, Nevada 89134
Telephone (702) 998-9344
Facsimile (702) 998-7460
tjs@standishlaw.com

Co-counsel for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,
Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,
Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing: 09/22/2015
Time of Hearing: 10:00 A.M.

AFFIDAVIT OF KIRK R. HARRISON

STATE OF NEVADA)
COUNTY OF CLARK) ss.

KIRK R. HARRISON, declares and says:

1. This Affidavit is filed in Support of Reply In Support of Plaintiff's Motion for an Order to Show Cause Why Defendant Should Not be held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012, and This Court's Order on October 30, 2013 and Opposition to Countermotion for Modification for Modification of Custody of Minor Child, Emma Brooke Harrison ("Brooke")

2. The matters stated in this Affidavit are based upon my personal knowledge or upon information and belief. If called upon to testify, I could and would competently testify to the facts set forth herein.

3. Each of the factual averments contained in Reply in support of Plaintiff's Motion for an Order to Show Cause why Defendant should not be held in contempt for knowingly and intentionally violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012, and this Court's Order on October 30, 2013 and Opposition to Countermotion for modification of custody of minor child, Emma Brooke Harrison ("Brooke") are true and correct to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

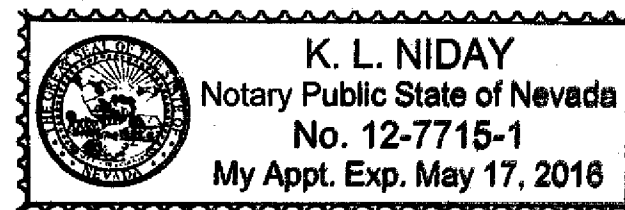

Kirk R. Harrison

State of Nevada

County of Clark

Subscribed and sworn before me

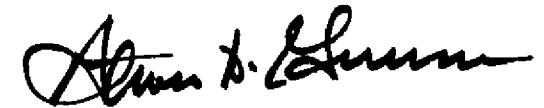
this 18th day of September, 2015.



K. L. Hedberg

EXHIBIT “12”

NEOJ



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D

DEPT NO. Q

NOTICE OF ENTRY OF ORDER FROM HEARING

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

Please take notice that an Order From Hearing has been entered in the above-entitled matter, a copy of which is attached hereto. I hereby certify that on the above file stamped date, I caused a copy of this Notice of Entry of Order From Hearing to be:

☒ E-Served pursuant to NEFCR 9 on, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

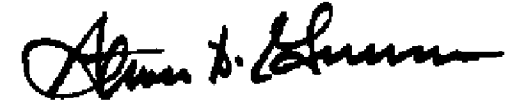
Edward Kainen, Esq.

Radford Smith, Esq.

/s/ Kimberly Weiss.

Kimberly Weiss
Judicial Executive Assistant
Department Q

ORDR



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D

DEPT NO. Q

ORDER FROM HEARING

This matter came before the Court for a Motion for Order to Show Cause, Opposition & Countermotion, and Order to Show Cause, Plaintiff being present and represented by Edward Kainen, Esq., and Defendant being present and represented by Radford Smith, Esq. Good cause appearing therefor,

IT IS HEREBY ORDERED that the attached copy of the Minutes from the September 22, 2015 hearing is hereby incorporated herein and will become the Order of this case.

DATED this 1st day of October, 2015.



BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE
DEPARTMENT Q

D-11-443611-D

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

September 22, 2015

D-11-443611-D Kirk Ross Harrison, Plaintiff
vs.
Vivian Marie Lee Harrison, Defendant.

September 22, 10:00 AM All Pending Motions
2015

HEARD BY: Duckworth, Bryce C.

COURTROOM: Courtroom 01

COURT CLERK: Michael A. Padilla

PARTIES:

Emma Harrison, Subject Minor, not present	
Kirk Harrison, Plaintiff, Counter Defendant, present	Edward Kainen, Attorney, present
Lisa Linning, Other, not present	
Rylee Harrison, Subject Minor, not present	
Vivian Harrison, Defendant, Counter Claimant, present	Radford Smith, Attorney, present

JOURNAL ENTRIES

- ORDER TO SHOW CAUSE ... PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR KNOWINGLY AND INTENTIONALLY VIOLATING SECTION 2.11 AND SECTION 5 OF THE STIPULATION AND ORDER RESOLVING PARENT/CHILD ISSUES AND THIS COURT'S ORDER OF OCTOBER 30, 2013 ... DEFENDANT'S OPPOSITION AND COUNTERMOTION FOR MODIFICATION OF CUSTODY OF MINOR CHILD, EMMA BROOKE HARRISON "BROOKE"

April Graham, Court Clerk Trainee, present.

Court noted there are matters up on appeals; however, the issues raised in the papers, which the Court shall address, are ancillary to the appeals issues. Court informed counsel that it shall not get into the issue of teenage discretion, nor shall it address the parenting coordinator issue. Argument

PRINT DATE:	09/23/2015	Page 1 of 3	Minutes Date:	September 22, 2015
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regarding Plaintiff's lack of contact with Brooke since July and what was the cause of Brooke not wanting to visit with Plaintiff. Court noted the parties agreed to joint legal and joint physical custody of the minor children, which creates a presumption that joint custody is in the minor children's best interest. Court informed counsel that the Court is not inclined to set further proceedings to modify custody at this time. Discussion regarding the contempt issue as it relates to Plaintiff's missed time, as the Court is not considering contempt regarding the allegation of Defendant disparaging Plaintiff to Brooke. Mr. Smith objected to Defendant being sworn today and if testimony is going to be taken, then he request the matter be set for an evidentiary hearing and it would be his intent to call Brooke as a witness. Mr. Kainen objected to involving Brooke and stated Plaintiff's desire is to fix the problem. Mr. Smith inquired as to what Defendant is supposed to do if Brooke refuses to go visit Plaintiff, and offered that Defendant could take away Brooke's ability to drive her car. Upon inquiry by the Court, Mr. Kainen stated Plaintiff has missed approximately 21 days. Discussion regarding an evaluation of Brooke. Following arguments, COURT ORDERED, as follows:

1. Each party shall have until 9/25/15 to submit up to three (3) names to serve as an outsourced evaluator of Brooke (Mr. Smith has already designated Mr. Paglini and Dr. Chambers). Counsel are to communicate to see if they can agree on an evaluator. The Court is looking for an individual who specializes in alienating behavior (not alienating syndrome), which may include a child interview. The Court shall make a designation by way of a Minute Order by next Wednesday. RETURN HEARING set for 12/14/15 at 9:00 AM.
2. Any documents filed with the court may be provided to the evaluator; however, any documents which have not been filed with the court must be provided to the other party.
3. Although the Court has made a Finding that contempt has been committed as it relates to Plaintiff's missed time, the contempt issues shall be DEFERRED to the next hearing.
4. The Court is not making any changes to the Orders and those are what they are. The Court expects Plaintiff to have his time and he may pick up the minor children from school. It is Defendant's responsibility to facilitate the VISITATION.
5. Plaintiff may go to counseling with Brooke, which is separate and apart from any current counseling. Counseling is for therapeutic purposes only.
6. There is to be no additional filings beyond this point as the Court does not need it.

Per STIPULATION, the minutes shall suffice as the Order from today's hearing; therefore, the Court shall issue an Order based on the minutes.

INTERIM CONDITIONS:

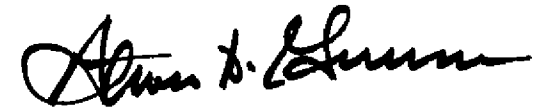
PRINT DATE:	09/23/2015	Page 2 of 3	Minutes Date:	September 22, 2015
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D-11-443611-D

FUTURE HEARINGS: December 14, 2015 9:00 AM Return Hearing
Duckworth, Bryce C.
Courtroom 01

PRINT DATE:	09/23/2015	Page 3 of 3	Minutes Date:	September 22, 2015
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EXHIBIT “13”



CLERK OF THE COURT

1 **SUPP**
2 EDWARD KAINEN, ESQ.
3 Nevada Bar No. 5029
4 KAINEN LAW GROUP, PLLC
5 3303 Novat Street, Suite 200
6 Las Vegas, Nevada 89129
7 PH: (702) 823-4900
8 FX: (702) 823-4488
9 Service@KainenLawGroup.com
10 Attorneys for Plaintiff

11 THOMAS J. STANDISH, ESQ.
12 Nevada Bar No. 1424
13 STANDISH NAIMI LAW GROUP
14 1635 Village Center Circle, #180
15 Las Vegas, Nevada 89134
16 Telephone (702) 998-9344
17 Facsimile (702) 998-7460
18 tjs@standishlaw.com

19 Co-counsel for Plaintiff

20 **DISTRICT COURT**
21 **CLARK COUNTY, NEVADA**

22 KIRK ROSS HARRISON,
23 Plaintiff,

24 vs.

25 VIVIAN MARIE LEE HARRISON,
26 Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing:
Time of Hearing:

27 **PLAINTIFF'S EXPERT NOMINATION**
28 **SUPPLEMENT**

29 COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys EDWARD
30 L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS J. STANDISH, ESQ., of the
31 law firm STANDISH NAIMI LAW GROUP, and hereby submits his Expert Nomination Supplement
32 for the purpose of addressing and resolving parental alienation of Kirk by the parties' daughter, Emma
33 Brooke Harrison.

34 Pursuant to the Court's instructions, Plaintiff filed, "Plaintiff's Expert Nomination" on
35 September 30, 2015. In that filing, Plaintiff respectfully requested the opportunity to supplement his

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Las Vegas, Nevada 89129
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1 nomination if and when further information was obtained.

2 As noted in Plaintiff's Expert Nomination, it is critically important that the evaluator be properly
3 trained in parental alienation. "Traditional or "regular" therapy, unfortunately, is generally ineffective
4 to treat parental alienation." Chaim Steinberger, *Father? What Father? Parental Alienation and Its*
5 *Effect on Children – Part Two*, (NYSBA Family Law Review 2006) at 10. (citations omitted).

6 It is believed that none of the current nominees have the necessary training in parental alienation
7 or have any experience in utilizing Dr. Clawar's 14-step regimen. Plaintiff is concerned that without
8 this training and experience, the effort will not be productive.

9 Plaintiff therefore nominates as his third nominee, Robert A. Evans, Ph.D.

10 Robert A. Evans, Ph.D.
11 2202 No. West Shore Blvd., Suite 200
12 Tampa, FL 33607
Phone: 727-786-0600
Email: drevans@drbobevans.com

13 Dr. Evan's resume is attached hereto as Exhibit "1." The Court will see that Dr. Evans has the
14 necessary training and experience in alienation.

15 As noted in Plaintiff's Expert Nomination, Dr. Clawar was contacted for a referral. However,
16 Dr. Clawar does not make referrals "**unless requested by the court** or when agreed upon my the
17 attorneys." In the event the Court wants to explore the possibility of locating additional nominees to
18 act as the evaluator, Dr. Clawar can be contacted by the Court. Dr. Clawar's contact information is as
19 follows:

20 Dr. Stanley S. Clawar
21 Chair, Sociology Department
22 Rosemont College
1400 Montgomery Avenue
Rosemont, PA 19010
Phone: 610.527.0200 Ext. 2356
23 Email: sclawar@rosemont.edu

24 DATED this — day of October, 2015.

25 KAINEN LAW GROUP, PLLC

26 By: 

27 EDWARD L. KAINEN, ESQ., #5029
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
28 Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 5th day of October, 2015, I caused to be served the ***Plaintiff's Expert Nomination Supplement*** to all interested parties as follows:

___ BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

___ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

___ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

X BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet, to the following e-mail address(es):

Ksmith@radfordsmith.com
Gvarshney@radfordsmith.com
Jhoeft@radfordsmith.com



An Employee of
KAINEN LAW GROUP, PLLC

EXHIBIT “1”

Robert A. Evans, Ph.D.

Offices Pinellas & Hillsborough Counties, FL

2708 Alternate 19.No.
Suite 214
Palm Harbor, FL 34683

2202 No. West Shore Blvd.
Suite 200
Tampa, FL 33607

Phone: 727-786-0600 FAX: 727-787-8193

e-mail: dreans@drbobevans.com

web: www.drbobevans.com

SUMMARY

- ❖ Over twenty-five years of experience in applied psychology & the behavioral sciences in FL. Licensed School Psychologist by the *Florida Dept. of Health, Division of Medical Quality Assurance*; Certified Clinical Mental Health Counselor and National Certified Counselor, by the *National Board of Certified Counselors*; Registered Custody Evaluator by the *Professional Academy of Custody Evaluators*; *Trained in Comprehensive Child Custody Evaluations since 1996*; Trained in Forensic Examinations, Forensic Evaluations and Juvenile Justice, Guardianship Evaluations, Assessing Violence Risk in Juveniles and Advanced Child Custody Evaluations by the *University of South Florida, Dept. of Mental Health Law & Policy*; Trained in Interdisciplinary Collaborative Law.
- ❖ Consultant to the medical, legal and law enforcement community in Florida on Psychological and Educational matters; provided Critical Incident Stress Debriefings to victims of crime in the Central Florida area; consulted with Orange County Public Defender with cases involving arrest and incarceration of children, including Competency Assessments and Insanity Determinations as well as expert testimony; provided expert testimony for Workplace Violence cases; and conducted child custody evaluations and competency assessments as ordered by the courts.
- ❖ Trained by Richard Warshak's *Family Bridges Workshop for Troubled and Alienated Parent-Child Relationships* as a Reunification Specialist. Over 24 hours of training, I'm one of 18 in the US.
- ❖ Certified Guardian ad Litem in 13th Judicial Circuit
- ❖ Program Director for the Collaborative Divorce Institute of Tampa Bay
- ❖ Trained Parenting Coordinator from USF, where such training meets the requirements of the new statute.
- ❖ Trained and Certified by the Florida Supreme Court in County and Family Mediation.
- ❖ Member of Canakaris Inns of Court 6th Judicial Circuit, Clearwater, FL
- ❖ Approved by numerous legal bars across the U.S. to provide Continuing Legal Education to attorneys on Parental Alienation Syndrome (i.e., FL, NY, CA, CO, CN, GA, NC, MN, WA, OR, ID)
- ❖ Practiced in a wide variety of areas including: individual, group & family counseling; psychological & educational evaluations; development, delivery & evaluation of staff development workshops;
- ❖ Approved sponsor of continuing education for psychologists by the Am. Psychological Association.
- ❖ Contracted as Medical Expert for the U.S. Social Security Administration for more than 10 years.
- ❖ Managed training and training related activities for the: U.S. Departments of Transportation; Energy; Internal Revenue; Defense, and the U.S. Postal Service; other training programs presented to: Allied Signal; AT&T; CIGNA Insurance; Crum and Forster; Kennedy Space Center; Public Schools in the Counties of: Citrus; Clay; Flagler; Hillsborough; Orange; Pinellas; Seminole; and Volusia; and Tampa General Hospital.
- ❖ Certified Clinical Hypnotherapist by the *National Board of Certified Clinical Hypnotherapists*; trained in Community Crisis Response Team interventions by the *National Organization for Victim Assistance* as well as Critical Incident Stress Debriefings
- ❖ Qualified as Expert and given sworn testimony in New York, Idaho, Louisiana, Massachusetts, Pennsylvania, Tennessee and Georgia and the following Florida County Circuit Courts: Alachua, Broward, Clay, Collier, Dade, Duval, Flagler, Hillsborough, Lake, Lee, Leon, Manatee, Marion, Martin, Orange, Osceola, Palm Beach, Pinellas, Putnam, Sarasota, Seminole, Volusia, and Walton.
- ❖ Publications in the fields of Forensic Psychology, Educational Psychology, Human Factors, Training and Training Research.

EDUCATION

Ph.D.	The Catholic University of America, Educational Psychology and Evaluation
Prof. Dip.	St. John's University, School Psychology
M.S.	St. John's University, School Psychology
B.A.	Long Island University, Psychology

PRESENT EMPLOYMENT HISTORY

- President, The Center For Human Potential of America (private practice)
- Adjunct Instructor Argosy On-Line University Psychology Dept.

PAST EMPLOYMENT HISTORY

- School Psychologist Pinellas County Public Schools
- President, A Center for Human Potential (private practice)
- Part-time School Psychologist, Volusia County Public Schools
- Director, Alternatives: A Center for Caring, (private practice)
- Executive Director, Greenhouse Family Counseling Center
- Director Special Projects, Eagle Technology, Inc.
 - Senior Research Psychologist, U.S. Army Research Institute;
 - Supervisory Psychologist, U.S. Naval Training Systems Center;
 - Division Director, Defense Training and Performance Data Center
- Senior Scientist, Science Applications, Inc.
- Senior Scientist, Allen Corporation of America
- School Psychologist & ESE Program Eval. Specialist, Fairfax County, VA,
- Youth Consultant, Bd. Cooperative Ed. Services
- Psychologist, Staten Island Developmental Ctr., (Willowbrook State School)
- Family Assistance Counselor, Francis Lewis High School

ADDITIONAL

- Prof., Eckerd College – Program for Experienced Learners
- Adj. Prof., Webster U. – Graduate Mental Health Counselor Program
- Adj. Prof., U. of Central FL – Graduate School Psychology Program
- Adj. Prof., Valencia Community College
- Allied Health Professional: Orlando Regional Hospital
- Adj. Prof., Seminole Community College
- Adj. Prof., Bethune-Cookman College
- Allied Health Professional: Florida Hospital
- Consultant to Interact Counseling Associates
- Professional Counselor, Private Practice, VA
- Visiting Lecturer, Marymount College of VA
- Instructor, Northern VA Community College
- Vice President, Actualization, Inc.
- Therapist, New Hope Guild
- U.S. Army Military Intelligence

PROFESSIONAL AFFILIATIONS (past & present)

American Assoc. for Counseling and Develop.	FL Academy of Professional Mediators
American Bar Association	FL Association of School Psychologists
American College of Forensic Examiners	FL Bar, Family Law Associate Member
American Psychological Association:	Green Cross Projects
Am. Psychology-Law Society	Hillsborough Bar Association
Division of Family Psychology	Inter. Critical Incident Stress Foundation
Division of School Psychology	Inter. Academy of Collaborative Pros.
Association for Conflict Resolution	Inter. Assoc. of Chiefs of Police: Police
Association of Family Court & Community Professionals	Psychological Services Section
Association of Interdisciplinary Family Law Professionals, 6 th Judicial Circuit	Nat. Association of School Psychologists
Association of Traumatic Stress Specialists	Nat. Speakers Association
Canakaris Inns of Court 6 th Judicial Circuit	Nat. Organization for Victim Assistance
Collaborative Divorce Institute of Tampa Bay	

Dr. Evans received his Ph.D. in Educational Psychology and Evaluation from The Catholic University of America and his Master's degree in School Psychology from St. John's University. In addition, he holds a Professional Diploma in School Psychology also from St. John's University. He was a Certified Clinical Mental Health Counselor and a National Certified Counselor by the National Board of Certified Counselors and a certified School Psychologist in New York and Florida. He is presently a Licensed School Psychologist in Florida. Dr. Evans' experience includes such areas as group, individual and family counseling, psychological evaluations, training and human resource development, education, behavioral science research and forensic psychological services.

Dr. Evans was a family counselor for the City of New York. There he provided services to both individuals and families concerning behavior related problems. He was also affiliated with the New Hope Guild where he provided individual and family counseling as a mental health therapist. At that time he collaborated on the development of a program called Family Actualization through Research and Education (FARE). FARE, a structured family program, fostered such skills as behavior management, interpersonal communication, problem solving, goal setting, decision making, and positive mental attitude. FARE helped many families strengthen these skills and grow as individuals while learning to improve as an intact unit. Dr. Evans served as Vice President of Actualization, Inc., where he continued to instruct and supervise other professionals in group process and their applications of the FARE program.

Dr. Evans provided mental health services as a psychologist at the Willowbrook State School. This included administration of a full range of psychological assessments to physically and mentally handicapped children and adults of all ages. He also provided individual counseling to this population. Working with residents and their families, he helped many individuals transition from an institutional environment to family settings. Subsequent to Willowbrook, Dr. Evans became associated with the Drug Information and Service Center of the Board of Cooperative Educational Services on Long Island, New York. There he participated in a unique program of providing consultative counseling services to the local schools and community under the direction of Dr. Wayne Dyer. Dr. Evans applied Rational Emotive Psychotherapy, under the supervision of Dr. Dyer.

He also provided psychological services in the schools of Fairfax County, Virginia. In addition to administering psychological evaluations, he conducted individual counseling, and provided in-service staff development to professional school counselors and other educational staff. Also, in Fairfax County, Dr. Evans was the Evaluation Specialist for the Division of Special Education. He was responsible for evaluating the services provided to children of all handicapping conditions, including programs for the emotionally disturbed, mentally handicapped, learning disabled, visually impaired, hearing impaired, physically handicapped and pre-school handicapped. He established the testing program administered by over 2,000 teachers for over 13,000 handicapped students.

He instructed Introduction to Psychology at Northern Virginia Community College and in 1976 he taught Pupil Evaluation at Marymount College of Virginia. During the summer of 1976 he was a consultant to the Virginia Early Education Project, a state-wide special education program for identifying handicapped pre-school children for which he obtained funding through the U.S. Dept. of Education.

Dr. Evans has been associated with several major consulting firms which conducted research and development in the behavioral sciences for government and industry. He was a senior scientist with the Allen Corporation of America in Alexandria, VA. There he provided services in behavioral, educational and human factors research. His efforts included development of human resources training programs for the U.S. Department of Transportation and field evaluation of Virginia's Prince William County year-round educational system. Dr. Evans served as a senior scientist with the Behavioral Science Research Center of Science Applications, Inc. There he planned and directed studies in human learning as well as productivity improvement research for the US Army, and developed skill enhancement programs for the U.S. Department of Energy.

He was a licensed professional counselor in Fairfax where he offered counseling services to individuals, groups and families. In addition, Dr. Evans also provided personal and educational counseling services to the Computer Learning Center, Springfield, VA and family counseling through the Northern Virginia Mental Health Association.

Dr. Evans has been affiliated with the U.S. Department of Defense (Army Research Institute for the Behavioral and Social Sciences; Naval Training Systems Center; and the Defense Training and Performance Data Center) in managing training and training research activities. His career has been marked by progressively greater management responsibilities from bench level scientist, team leader, supervisory psychologist, to Deputy Director of the Defense Training and Performance Data Center of the Office of Secretary of Defense. He has been responsible for supervision and management of professional staff consisting of psychologists and educational specialists engaged in research and development of training and education valued over \$25 million. Of particular interest was the application of state-of-the-art artificial intelligence technology to training and education.

Dr. Evans was the Director, Special Projects, of Eagle Technology, Inc. Here he directed projects which enhanced the effectiveness of public education by using instructional technology such as interactive videodiscs and satellite telecommunications with full motion video broadcasts. He developed the prototype operational educational network which linked the 10 Southeastern states into a telecommunications consortium in order to share scarce resources in math, science and vocational education. He also taught undergraduate level courses at Bethune-Cookman College in Daytona Beach Florida. The courses he taught included: Introduction to Psychology, Counseling and Psychotherapy, Life Span Human Development, Abnormal Psychology, Industrial Psychology, and a seminar on Family Relations and Child Management. He also taught similar courses at Seminole and Valencia Community Colleges in Central Florida.

Dr. Evans now practices privately providing such forensic services as a, Parenting Coordinator, Certified Family Mediator and Certified Guardian Ad Litem, Collaborative Law practice and Child Custody Evaluator in Palm Harbor and Tampa, FL. He provides direct services to the general public, as well as consults with attorneys in the areas of Parenting Plans & Timesharing, Litigation Strategies in Family Law Cases, Parenting Coordination, Parent Alienation, and Parenting Plan & Timesharing (formerly referred to as Child Custody) Evaluations. In addition, he has served as a Medical Expert under contract with the U.S. Social Security Administration where he provided expert witness testimony regarding disabilities, functional limitations and vocational opportunities and placement recommendations for adults and children.

He has been qualified as an expert witness on numerous occasions where he testified regarding: Parenting Plans & Timesharing Evaluations; Child Custody issues, Competency To Stand Trial; Family and Marital Relationships; Educational Psychology; Personality; Attention Deficit Hyperactivity Disorder; Specific Learning Disabilities; School Psychology; Psychology; Psychological Assessments; Educational Due Process Procedures and Parental Alienation. In addition, he has instructed in Anger and Aggression Management and Violence Prevention, and has consulted with local law enforcement agencies, schools and businesses, U.S. Postal Service, and others throughout the U.S. He has conducted Critical Incident Stress Debriefings to victims of crime and has been trained by the National Organization for Victims Assistance in community crisis response intervention.

He was an adjunct faculty for Webster University where he taught graduate school programs in Theories of Personality, Psychopharmacology, Business of Counseling and Alternative Psychotherapies and is presently an adjunct faculty with Argosy University in Psychology courses.

Dr. Evans also provides Continuing Legal Education (CLE) to attorneys on Parental Alienation (he has co-authored a book on this topic), Child Custody Evaluations and Critiquing & Reviewing Child Custody Evaluations. He has been approved by numerous legal Bar Associations across the U.S. to provide CLEs to attorneys. He is also approved by the American Psychological Association to provide continuing education to psychologists and other mental health professionals throughout the U.S.

In addition he was a contributing author to the application for the recognition of Parent Alienation Disorder which was considered by the American Psychiatric Association for inclusion in the DSM-5.

PRESENTATIONS

- Litigating Family Law Cases with Parental Alienation* an invited presentation by the Montana State Bar, June 26, 2015.
- Litigating High Conflict Family Law Cases.* Continuing legal education presented on August 22, 2014 in Lake Ranch FL, approved by the FL Bar for 8 CLEs.
- How to Prepare for and Present Issues of Parent Alienation* Key Note speaker at the 2014 Spring Conference of the Family Court Professional Collaborative (FCPC) of the Twelfth Judicial Circuit. May 9, 2014
- Critiquing Parenting Plans & Timesharing Evaluations, Presented to members of the CO Bar, July 12 and July 19, 2013; Colorado Springs and Denver, CO.*
- Litigating Family Law Cases with Parent Alienation, Presented to members of the CO Bar, July 13 & 20, 2013: Colorado Springs and Denver, CO.*
- Litigating Parental Alienation, CLE teleconference September 13 to October 10, 2012, Approved by FL Bar.*
- The Essentials of Parent Alienation Syndrome: It's Real, It's Here and It Hurts*, self-published book 10/21/2011
- Trial Strategies For Family Law Cases with Parent Alienation*, co-presented with J. Michael Bone, Ph.D. and Charles D. Jamieson, Esq., March 16, 2012, sponsored by West Legal Education Center.
- Critiquing Parenting Plans & Timesharing Evaluations, Presented to members of the FL Bar, May 25, July 29, September 23 and November 4, 2011: Orlando, Tampa, Bradenton, Ft. Lauderdale, FL.*
- Critiquing Parenting Plans & Timesharing Evaluations, The Commentator, Family Law Section of the FL Bar, Summer, 2011*
- Don't Ask Don't Tell: A Potential Forensic Dilemma*, Summer, 2010, FL Chapter of Association of Family & Conciliation Courts Newsletter
- Parental Alienation, DSM-5, and ICD-11*, W. Bernet, M.D. Ed., Contributing author, Charles B. Thomas, Springfield, IL, 2010
- Parent Alienation: Unrecognized Abuse*, October 29, 2009, FL Assoc. of School Psychologists
- Parent Alienation*, April 13, 2007, Invited Speaker, Pinellas County School Psychologists
- Litigating Parental Alienation Syndrome: More Practice Tips*, March 21, 2007, Invited Guest Speaker, 2007 Family Law Update, Clearwater Bar Association, Clearwater, FL.
- Parental Alienation Syndrome*, December 1, 2006, Invited Guest Speaker, Annual Divorce Law Seminar for Mental Health Professionals, Boca Raton, FL.
- Parental Alienation Syndrome*, October 27, 2006, Continuing Legal Education Approved by the FL Bar, Clearwater FL.
- Parental Alienation Syndrome*, September 20, 2006, Presentation to the Family Law Section of the Clearwater Bar, FL.
- Parental Alienation Syndrome*, September 12, 2006, Presentation to the Family Law Section of St. Petersburg Bar, FL.
- Parental Alienation Syndrome*, September 7, 2006, Continuing Legal Education to Hillsborough Bar, FL. approved by the FL Bar,
- Treatment Considerations with Children Diagnoses with PAS, The Florida Bar Journal*, Vol. 80, No. 4, April, 2006. pp. 69 – 72.
- Parental Alienation Syndrome*, October 19, 2005 Continuing Legal Education to the Family Law Network of the 18th Judicial Circuit, Melbourne, FL.
- Parental Alienation Syndrome*, January 25, 2005 Continuing Legal Education approved by the Florida Bar, CITRUS Club, FL.
- Parental Alienation Syndrome*, February 4, 2005 to March 3, 2005, Continuing Legal Education approved by the Florida Bar.
- Parental Alienation Syndrome*, October 19, 2004 to December 9, 2004, Continuing Legal Education approved by the Florida Bar.
- Neurophysiology of Learning*, Florida Conference of Seventh Day Adventists, Office of Education, September 25, & 26, 2001.
- Attention Deficit Hyperactivity Disorder*, FL Conference of Seventh Day Adventists, Office of Education, September 25, 2001.
- Enhancing Well Being: Learning New Things*, Crum and Forster, Lake Mary, FL, June 13, 2001.
- Violence in the Workplace*, NASA Hqs., Kennedy Space Center, FL, June 12, 2001.
- Learned Optimism*, CIGNA Insurance Company, Altamonte Springs, FL and Lake Mary, FL. April 20, 2001.
- Proactive Security Measures: Preventing Violence in the Workplace*, FL Hotel & Motel Assoc., Daytona Beach, May 8, 2001.
- Workplace Violence*, Central Florida Association for Industrial Security, January 26, 2001.
- Take a Proactive Approach to Protecting Your Company and Employees From workplace Conflict and Violence*, Personnel Law Update 2000, by Council Education in Management, May 17, 2000.
- Leadership Communication*, Pinellas County Schools, Clearwater, FL, May 4, 2000.
- Conflict Resolution and Communication Skills*, RMC Industries, Lakeland, FL April 4, 2000.
- Leadership Communication*, Pinellas County Schools, Clearwater, FL, April 6, 2000.
- Stress Awareness*, Fineall Group, Daytona Beach, FL April 12, 2000.
- Supervision and Leadership Skills*, RMC Industries, Lakeland, FL March 21, 2000.
- Preventing Aggression/Violence in our Schools*, Second Joint National School/Community Conference on Youth Violence and Substance Abuse; Orlando, FL, November 18, 1999.
- Stress Awareness*, Tampa General Hospital, November 19, 1999.
- Stress Management*, Tampa General Hospital, November 19, 1999.

Dealing with Difficult People, Tampa General Hospital, November 12, 1999.
Communication Skills, Tampa General Hospital, November 12, 1999.
Violence Prevention in the Schools, A Presentation To The Elementary Educators of Central Dauphin School District, Harrisonburg, PA, August 26, 1999.
Aggression Management/Violence Prevention, US Postal Service, Central Plains District, Omaha, Nebraska March 9 to 12, 1999, February 7 to 12, 1999, February 1 to 6, 1999.
Violence in the Workplace, Allied Signal, Kennedy Space Center, FL, June 17, 1998.
Managing Change, Allied Signal, Kennedy Space Center, FL, June 17, 1998.
Individual Differences and How to Teach to Them; The Diocese of Orlando; Melbourne, FL, February 13, and March 20, 1998.
Aggression Management/Violence Prevention, US Postal Service, Central Plains District, Omaha, NB October 19-23, 1998.
Aggression Management/Violence Prevention, US Postal Service, Central Plains District, Lincoln and Omaha, NB September 28 to October 3, 1998.
Attention Deficit Hyperactivity Disorder: A Counseling Perspective; Child Guidance Ctr., Jacksonville, FL, August 22, 1997.
Classroom Management Techniques: A Presentation to Faculty of Seminole Community College, August 22, 1994.
Classroom Interventions for Children with Attention Deficit Hyperactivity Disorder: A Presentation for the Instructional Staff of Lake Orienta Elementary School, Seminole County, FL, September & October 1994.
Violence Youth and Us: A Presentation to Senator Gary Siegel, Chair, Senate Select Committee on Juvenile Justice Reform; Invited presentation to the Florida Senate Committee on Juvenile Justice Reform; Orlando, FL January 7, 1994.
Attention Deficit Hyperactivity Disorder: What it is, How do you know a child has it, and What can you do about it; Invited presentation to Flagler County Public Schools; Flagler County, January 20, 1994.
Classroom Management Techniques for Children with Specific Learning Disabilities; Invited presentation to the Florida Association of Children with Learning Disabilities; Orlando, FL January 18, 1993.
Interventions for Students with Attention Deficit Hyperactivity Disorder; Invited presentation to Seminole County Public Schools Elementary Guidance Counselors; February 20, 1993.
Attention Deficit Hyperactivity Disorder; Invited presentation to the Florida Staffing Specialists Annual Meeting; Bradenton, FL, April 27, 1993.
Attention Deficit Disorder Training Session; Citrus County Public Schools; Citrus County, FL, April 9, 1992.
Enriching Your Child's Self-Esteem: to Pre-K Exceptional Parents, Seminole County Public Schools; February 20, 1992.
ADHD; to the Regional Meeting of Staffing Specialists of Central FL, Daytona Beach, FL, January 10, 1992.
Enhancing Self Esteem in Children; Invited presentation to the Central FL Association for Children with Learning Disabilities; Orlando, FL, January 23, 1992.
Medical, Legal and Psycho-Educational Aspects of Attention Deficit Hyperactivity Disorder; Presentation to the Annual Conference of the Florida Association of School Psychologists, St. Petersburg, FL, November 1991.
Behavior Management Strategies, Inappropriate Behaviors & Self-Esteem; The Sch. Bd. of Seminole County, FL, April, 1991.
Disciplining Children; Invited Presentation to the parents of Wekiva Presbyterian Church, March, 1991.
ADD-Hyperactivity, Invited Presentation to Laurel Oaks Hospital Parenting Institute, January, 1991.
The Difficult Child: A Partnership in Care; To General Public sponsored by West Lake Hospital, March 15, 1990.

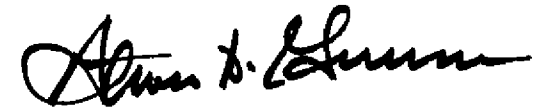
Selected Continuing Education

Date	Workshop	Hours	Sponsor
11/15 to 11/17/14	Family Bridges Workshop Troubled & Alienated Parent-Child Relationships	24.0	Family Bridges, LLC
10/16 to 10/18/14	Child Abuse Allegations: The Law, the Science, the Myths, the Reality	22.0	Nat. Child Abuse Def. & Resource Ctr.
05/8/2013	Serving as A Guardian Ad Litem in Family Law Cases	2.0	Hillsborough Bar Assoc.
11/1/2012	Advanced Testing: Using Research to Guide the Use of Tests in Custody	6.0	AFCC: Flens
11/2/2012	Utilizing Research in Practice: Family Law's Catch 22	1.5	AFCC
11/2/2012	A Roadmap to Research in Child Custody Evaluations	1.5	AFCC: Drozd, Olesen & Saini
11/2/2012	Research and Practice: Relocation Disputes	1.5	AFCC: Austin & Stahl
11/2/2012	Practical ways to Apply Alienation Research in Custody Cases	1.5	AFCC: Saini, Drozd & Harper
11/2/2012	Reviewing our Colleagues' Work & Joining the Litigation Team	1.5	AFCC: Lee, Kaufman, Martindale
11/3/2012	Evaluating Families with Young Children	1.5	AFCC: Ludolph & Flens
11/3/2012	Testifying in Child Custody Cases	1.5	AFCC: Tucker, Tener, Malarcik
3/30 & 3/31/2012	Rising Tides lift all boats: Serving all by promoting mutual advantage	12.01	FLAFCC
10/7/2011	Family Law Update for Mental Health Professionals	3	Michael Freeney Assocs.
11/3/2011	Parent Coordination	16	Michael Freeney Assocs.
6/9 & 10/2011	Interdisciplinary Collaborative Law	13	Michael Freeney Assocs.
10/29/2010	Work Product Reviews & Children's Best Interest	1.5	AFCC: Martindale & Gould
10/29/2010	The Use and Misuse of Expert Witnesses	1.5	Mitnick, Lach & McGrath
10/29/2010	Use of the Forensic Mental Health Professional as a Litigation Consultant	1.4	AFCC: Carter, Kuehnle & Ferriter
10/28/2010	Using the MMPI-2-RF in Child Custody Evaluations	5.5	AFCC: Ben-Porath & Flens
10/6 to 10/7/2010	Interdisciplinary Collaborative Law Training	14	Lone Star Collaborative Law Trainers

8/27 to 8/29/2009	Parent Coordination Training	24	USF
11/14 & 15/2008	Parenting Plans & Time-Sharing	10	Hillsborough Bar & USF
5/28 & 20/2008	Forensic Applications of MMPI-2, Part 1 & 2	12	Kent State U.
11/9/2007	Forensic Evaluation & Juvenile Justice	6.5	USF
11/7/2007	Developmental Pathways to Conduct Disorder	5.25	USF
10/24/2007	Mental Health Practice Error Vignettes	2	Programming Services CE
10/13/2007	Collaborative Law	7.75	USF
4/14 & 15/2007	Parental Alienation Workshop 2007	12	PsyCare, Inc.
2/16/2007	Legal and Ethical Issues	6	Dr. T. Oakland
9/21 & 22/2006	Critical Incident Stress Management	10	Int. Critical Incident Stress Foun.
10/10/2006	Psychosexual Evaluation	6	William Crew, MA
8/21/2006	Intro. To the Incident Command System	3	FEMA
8/22/2006	National Incident Management System	3	FEMA
5/5/2006	Cognitive Behavior Therapy & Building Resilience in Children	6	FASP
10/20/2006	ADHD & Asperger's Syndrome	3	Dr. E. Tridas
10/10/2006	Keeping Children Safe	3	William Crew, MA
10/28 & 29/2005	Rotating Custody, Bounds of Advocacy, Advanced Topics for Custody Evaluators	6	AFCC
8/26 & 27/2005	Ethics in the Context of Business Mediation, Domestic Violence	2.2	DRC
4/29/2005	Pro Se Divorce Mediation	8	M. Cohen, J.D.
1/29/2005	Parenting Coordination Training	20	USF
2/8/2004	Family Mediation Training	40	Mediation Training Gp Inc.
1/9/2004	Training The Trainer	8	Psych. Services for Adults
1/8/2004	Executive Coaching & Impulse Management	8	Psych. Services for Adults
1/7/2004	Advanced Anger Management	8	Psych. Services for Adults
11/13/2003	Adult Anger Management	8	Psych. Services for Adults
11/12/2003	Adolescent Anger Management	8	Psych. Services for Adults
11/8/2003	Domestic Violence	1	FASP
4/24/2003	HIPPA for Psychologists	4	APA
2/28/2002	Preserving the Reliability of Children's Testimony: Update on Cognitive & Social Considerations in Taking Statements from Children	6.5	USF
10/5/2001	Assessing and Managing Violence Risk	6.5	USF
10/4/2001	Advanced Topics in Child Custody Evaluation	6.5	USF
9/14/2001	Florida Forensic Examiner Training	14	USF
1/13/2001	Domestic Violence Issues for Healthcare Professional	2	Valencia Com. Col.
7/21 - 24/1999	School Crisis & Youth Violence	8	FASP
7/22/1999	Risk Management with Potentially Dangerous Patients	9	APA
2/1/1999	Domestic Violence: Update for the Counselor	1	Med. Ed. Gp.
2/27/1998	Certified Instructor in Aggression Management	40	Ctr. For Aggression Mgt. t
7/11/1997	National Community Crisis Response Team Training	40	Nat. Organ. For Victim's Assist.

REFERENCES: *Will be furnished upon request*

EXHIBIT “14”



CLERK OF THE COURT

1 **NTC**
2 EDWARD KAINEN, ESQ.
3 Nevada Bar No. 5029
4 KAINEN LAW GROUP, PLLC
5 3303 Novat Street, Suite 200
6 Las Vegas, Nevada 89129
7 PH: (702) 823-4900
8 FX: (702) 823-4488
9 Service@KainenLawGroup.com
10 Attorneys for Plaintiff

11 THOMAS J. STANDISH, ESQ.
12 Nevada Bar No. 1424
13 STANDISH NAIMI LAW GROUP
14 1635 Village Center Circle, #180
15 Las Vegas, Nevada 89134
16 Telephone (702) 998-9344
17 Facsimile (702) 998-7460
18 tjs@standishlaw.com

19 Co-counsel for Plaintiff

20 **DISTRICT COURT**
21 **CLARK COUNTY, NEVADA**

22 KIRK ROSS HARRISON,

23 Plaintiff,

24 vs.

25 VIVIAN MARIE LEE HARRISON,

26 Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

27 **NOTICE OF SUBMISSION OF LEARNED TREATISE**

28 COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys EDWARD
L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS J. STANDISH, ESQ., of the
law firm STANDISH NAIMI LAW GROUP, and hereby provides notice that a copy of the learned
treatise, STANLEY S. CLAWAR & BRYNNE V. RIVLIN, CHILDREN HELD HOSTAGE, 2nd Ed.

KAINEN LAW GROUP, PLLC
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
702.823.4900 • Fax 702.823.4488
www.KainenLawGroup.com

1 (ABA 2013), was delivered to the Court for the Court's use.

2 DATED this 5th day of October, 2015.

3 KAINEN LAW GROUP, PLC

4
5 By: 

6 EDWARD L. KAINEN, ESQ.

7 Nevada Bar No. 5029

8 3303 Novat Street, Suite 200

9 Las Vegas, NV 89129

10 *Attorneys for Plaintiff*

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 5th day of October, 2015, I caused to be served the ***Notice of Submission of Learned Treatise*** to all interested parties as follows:

___ BY MAIL: Pursuant to NRCP 5(b), I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, postage fully prepaid thereon, addressed as follows:

___ BY CERTIFIED MAIL: I caused a true copy thereof to be placed in the U.S. Mail, enclosed in a sealed envelope, certified mail, return receipt requested, postage fully paid thereon, addressed as follows:

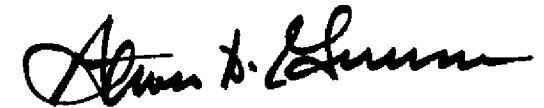
___ BY FACSIMILE: Pursuant to EDCR 7.26, I caused a true copy thereof to be transmitted, via facsimile, to the following number(s):

X BY ELECTRONIC MAIL: Pursuant to EDCR 7.26 and NEFCR Rule 9, I caused a true copy thereof to be served via electronic mail, via Wiznet, to the following e-mail address(es):

Ksmith@radfordsmith.com
Gvarshney@radfordsmith.com
Jhoeft@radfordsmith.com


An Employee of
KAINEN LAW GROUP, PLLC

EXHIBIT “15”



CLERK OF THE COURT

NEOJ

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D

DEPT NO. Q

NOTICE OF ENTRY OF
ORDER RE: EXPERT DESIGNATION

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

Please take notice that an Order Re: Expert Designation has been entered in the above-entitled matter, a copy of which is attached hereto. I hereby certify that on the above file stamped date, I caused a copy of this Notice of Entry of Order Re: Expert

Designation to be:

☒ E-Served pursuant to NEFCR 9 on, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Edward Kainen, Esq.

Thomas Standish, Esq.

Radford J. Smith, Esq.

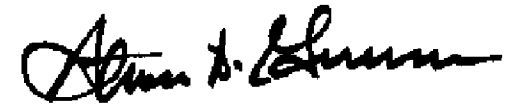
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☒ E-Served pursuant to NEFCR 9 on, or mailed postage prepaid, addressed to,
the following attorney:

Gary Silverman, Esq.
6140 Plumas St., #200
Reno, NV 89519

/s/ Kimberly Weiss
Kimberly Weiss
Judicial Executive Assistant
Department Q

ORDR



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D

DEPT NO. Q

ORDER RE: EXPERT DESIGNATION

This matter came before this Court on September 22, 2015 on an Order to Show Cause ordering Defendant to appear and show cause why she should not be held in contempt of court, on Plaintiff's Motion for an Order to Show Cause Why Defendant Should be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues and this Court's Order of October 30, 2013 (Aug. 21, 2015) (hereinafter referred to as "Plaintiff's Motion"), and Defendant's Opposition to Plaintiff's Motion and Countermotion for Modification of Custody of Minor Child, Emma Brooke Harrison ("Brooke") (Sep. 4, 2015) (hereinafter referred to as "Defendant's Countermotion"). Preliminarily, the issues addressed by this Court at the hearing were ancillary to the issues currently on appeal, including this Court's enforcement of prior Orders.

1
2 At the hearing, this Court initially expressed reluctance to further involve the
3 minor child, Brooke (age 16), in any additional evaluative process. To this end, this
4 Court initially denied Defendant's request to interview Brooke and also found that
5 Defendant's request to modify custody based on Brooke's expressed preference to be
6 legally insufficient to entertain further proceedings pursuant to *Rooney v. Rooney*, 109
7 Nev. 540, 853 P.2d 123 (1993). After entertaining discussion and argument, however,
8 this Court was persuaded that outsourced evaluative services would benefit the Court
9 (and, more importantly, benefit Brooke) with respect to the issues before the Court,
10 including Defendant's contempt. In this regard, it is undisputed that Plaintiff has had
11 little to no custodial time with Brooke for an extended period of time in violation of this
12 Court's orders. Although it appears Brooke's relationship with Plaintiff may have
13 become strained over a period of time, the cessation of Brooke's custodial time with
14 Plaintiff coincided with Defendant's direct involvement of Brooke in an insurance claim.
15 The offers of proof included in the papers filed by the parties underscored the angst and
16 anxiety generated by this issue, which was disproportionate to the amount of the
17 insurance claim at issue (approximately \$300.00).
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20 The purpose of evaluative services is twofold: (1) ascertain the cause of Brooke's
21 estrangement (or alienation) from Plaintiff; and (2) determine a course of action to
22 repair Brooke's relationship with her father. This Court recognizes that such an
23 evaluation may have relevance to the contempt issue before the Court (as part of the
24 "cause" for contempt). However, the salutary goal of this process is to rebuild and
25 strengthen the joint parenting arrangement to which Plaintiff and Defendant previously
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2 agreed was in Brooke's best interest. Each party's good faith participation in this process
3 is essential.
4

5 To advance this process, this Court directed each party to submit up to three
6 names by September 25, 2015 of outsourced providers to conduct said evaluative
7 services, which may include relevant diagnostic testing. Defendant designated Dr. John
8 Paglini, Psy.D and Dr. Mark Chambers, Psy.D at the September 22, 2015 hearing.
9 Plaintiff designated Claudia Schwarz, MA, LMFT, and Jacqueline Harris, MA, MFT in
10 Plaintiff's Expert Nomination (Sep. 25, 2015). As stated at the hearing, the deadline
11 for designating an evaluator was September 25, 2015. With regard to their respective
12 expert designations, neither party offered this Court information about any specialized
13 training or background of their timely designated experts pertaining specifically to
14 parent/child estrangement or alienation issues.
15
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17 Although all four experts appear qualified to provide such evaluative services, it
18 is ORDERED that Dr. John Paglini, Psy.D, is hereby designated for evaluative services
19 consistent with this Order. Said services may include diagnostic testing that Dr. Paglini
20 deems appropriate. It is further ORDERED that the protocol previously discussed at the
21 September 22, 2015 hearing should be followed by the parties, including the
22 requirement that each party disclose to the other party any information provided to Dr.
23 Paglini that is not part of the record. It is further ORDERED that each party shall
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contribute one-half of the cost of these outsourced services pending further proceedings
in this matter. The final allocation of these costs should be deferred to future
proceedings.

DATED this 6th day of October, 2015.


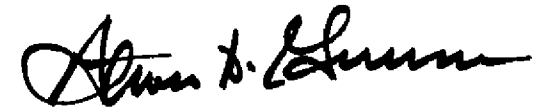

BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE
DEPARTMENT Q

EXHIBIT “16”



CLERK OF THE COURT

MOT

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Co-counsel for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KIRK ROSS HARRISON,

Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-15-443611-D
DEPT NO. Q

Date of Hearing: 11/17/2015
Time of Hearing: 8:30 a.m.

ORAL ARGUMENT REQUESTED:
YES XX NO

**PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT
SHOULD NOT BE HELD IN CONTEMPT FOR KNOWINGLY AND
INTENTIONALLY VIOLATING SECTION 5 OF THE STIPULATION AND
ORDER RESOLVING PARENT/CHILD ISSUES AND THIS COURT'S ORDER OF
OCTOBER 1, 2015**

COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys
EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS J.
STANDISH, ESQ., of the law firm STANDISH LAW GROUP, and hereby moves this Court,
pursuant to NRS 22.010(3), for an Order to Show Cause why Defendant should not be held in
contempt for knowingly and intentionally violating Section 5 of the Stipulation and Order
Resolving Parent/Child Issues, filed July 11, 2012, and this Court's order on October 1, 2015.

KAINEN LAW GROUP, PLLC
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
702.823.4900 • Fax 702.823.4488
www.KainenLawGroup.com

1 This Motion is made and based upon the papers and pleadings on file herein, the
2 Affidavit of Plaintiff attached hereto, the Points and Authorities submitted herewith, and oral
3 argument of counsel to be adduced at the time of hearing.

4 DATED this 12th day of October, 2015.

5 KAINEN LAW GROUP, PLC

6
7 By: 

8 EDWARD L. KAINEN, ESQ.
9 Nevada Bar No. 5029
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
Attorneys for Plaintiff

10
11 **NOTICE OF MOTION**

12 TO: VIVIAN MARIE HARRISON, Defendant; and

13 TO: RADFORD SMITH, ESQ. and GARY SILVERMAN, ESQ., counsel for Defendant:

14 PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on
15 for hearing before the above-entitled Court on the 17th day of November, 2015,
16 at the hour of 8:30 a.m., or as soon thereafter as counsel may be heard.

17 DATED this 12th day of October, 2015.

18 KAINEN LAW GROUP, PLLC

19
20 By: 

21 EDWARD L. KAINEN, ESQ.
22 Nevada Bar No. 5029
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
Attorneys for Plaintiff

MEMORANDUM OF POINTS AND AUTHORITIES

The points and authorities filed, on August 21, 2015, in support of *Plaintiff's Motion for an Order to Show Cause Why Defendant Should Not Be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012, and this Court's Order of October 30, 2013* and the points and authorities filed, on September 18, 2015, in support of *Plaintiff's Reply in support of Motion for an Order to Show Cause Why Defendant Should Not Be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues, filed July 11, 2012, and this Court's Order of October 30, 2013* and the points and authorities filed, on September 18, 2015, in support of *Plaintiff's Opposition to Countermotion for Modification of Custody of Minor Child, Emma Brooke Harrison ("Brooke")* are hereby incorporated by this reference as though set forth in full herein.

I. STATEMENT OF FACTS

A. The Court's Orders and Expectations Were Made Very Clear To Vivian During the Hearing on September 22, 2015

Pursuant to the Court's Order, dated October 1, 2015, the Court held, *inter alia*, as follows: (1) Vivian is in contempt regarding Kirk's missed time; (2) the Court's Orders, including the Custody Order, remain the same and the Court is not making any changes; (3) Kirk is to have his time under the Custody Order – 50/50 joint physical custody, and; (4) Vivian has the responsibility to facilitate visitation.

Section 5 of the Stipulation and Custody Order of this Court, dated July 11, 2012, provides:

5. *Weekly Division of Time with Minor Child:* The parties shall share joint physical custody of the minor children. VIVIAN shall have the children in her care each Monday from after school, or Monday at 9:00 a.m. when the children are not in school (subject to the provisions of paragraph 7.6), until Wednesday after school, or Wednesday at 9:00 a.m. when the children are not in school. KIRK shall have the children in his care from Wednesday after school, or Wednesday at 9:00 a.m. when the children are not in school, until Friday after school, or Friday at 9:00 a.m. when the children are not in school. The parties shall alternate weekends with the children, from Friday after school, or Friday at 9:00 a.m.

1 when the children are not in school, until Monday after school, or
2 Monday at 9:00 a.m. when the children are not in school.

3 Vivian was present during the hearing on September 22, 2015 when the Court rendered
4 its decisions.

5 **B. Vivian Has Continued to Knowingly and Wilfully Violate This Court's**
6 **Orders Beginning the Very Next Day After the Hearing on September**
7 **22, 2015.**

8 Despite these unequivocal orders, Vivian has continued to violate the Custody Order,
9 including violating the Court's explicit orders on September 22, 2015, beginning the very next
10 day after the hearing!

11 Kirk was to have custody of Brooke for two days, from after school on September 23,
12 2015 until after school on September 25, 2015. Kirk was lead to believe that Brooke normally
13 arrived home around 4:30 p.m. from her classes on Wednesday. When Brooke still had not
14 arrived by 7:00 p.m., Kirk sent a text to Vivian inquiring of Brooke's whereabouts. Vivian did
15 not even respond. Kirk then sent another text to Vivian reminding her of the Court's orders
16 just the day before and Vivian's obligation to facilitate the visitation. Again, ignoring even her
17 basic obligation to cooperatively co-parent and communicate regarding their minor children,
18 Vivian did not even respond. Kirk did not see Brooke anytime during his custodial period from
19 after school on September 23, 2015, until after school on September 25, 2015.

20 Kirk was to have custody of Brooke for five days from after school on September 30,
21 2015 until after school on October 5, 2015. Brooke showed up at Kirk's house shortly after 9:00
22 p.m. the night of September 30, 2015 and went directly to her bedroom. Kirk made several
23 attempts to talk with Brooke. Each attempt was rebuffed by Brooke with a curt "ok" and a
24 request to leave Brooke's bedroom. Brooke only had school classes for two hours on October
25 1, 2015 from 10:00 a.m. until 12:00 noon and dance classes for two hours and 45 minutes from
26 3:45 p.m. until 6:30 p.m. However, other than coming home to change clothes for a few
27 minutes shortly after 5:00 p.m., Brooke was gone from shortly after 9:00 a.m. until shortly
28 after 10:00 p.m. The next morning, Brooke slept in and stayed in her bedroom. Shortly after
1:00 p.m. on Friday, October 2, 2015, Kirk heard the garage door open. Brooke was leaving

1 with all of her bags. Kirk told her she needed to stay until Monday morning. She did not
2 respond and drove off.

3 Kirk requested Vivian to provide him with Brooke's class schedule. Vivian's response
4 was that he needed to get it from Brooke. Having no other choice, Kirk asked Brooke for her
5 class schedule. Brooke said she would get it to him later. Kirk has never received it. Vivian
6 again has failed in her obligation to share information and coparent.

7 During the brief time Brooke was with Kirk, she declined Kirk's offers to cook her meals
8 and refused to eat any meals with Kirk and Rylee. When she came home after 10:00 p.m. the
9 night of October 1, 2015, Brooke had "take out" food with her that she had purchased from a
10 local restaurant.

11 As noted, Brooke was supposed to still be with Kirk through the weekend until after
12 school on Monday, October 5, 2015. Despite the fact that Brooke had left at 1:00 p.m. the day
13 before, on Saturday, October 3, 2015 (while Brooke was supposed to be still in Kirk's custody),
14 at around 11:00 a.m., Rylee was heading out the door with Brooke's computer charging cord.
15 Brooke was in her car in front of the house, and unbelievably, Vivian was in Brooke's car with
16 her. In other words, during Kirk's custodial time, while Vivian continues to tell this Court that
17 she has no control over Brooke's actions, she joins Brooke in interfering with Kirk's custodial
18 time and also enlists Rylee in facilitating the same.

19 Next, Kirk was supposed to have custody of Brooke for two days from after school on
20 October 7, 2015 until after school on October 9, 2015. However, again, Brooke did not come
21 to Kirk's house at any time after school on October 7, 2015, and she did not appear at any time
22 prior to after school on October 9, 2015.

23 **C. Vivian Has Prevented Kirk from Spending the Time with Brooke**
24 **Mandated by Custody Order – Kirk Has Spent Less Than Seventeen**
Minutes with Brooke Between July 17, 2015 and October 12, 2015

25 In the three months since July 17, 2015, Vivian, by her direct actions and her inaction,
26 for all practical purposes, has prevented Kirk from having any real time with Brooke. During
27 this time period, the actual time Kirk has had with Brooke can best be measured in minutes,
28 rather than hours or days: 9/16/15, orthodontist office, 1 minute; 9/30/15, home, less than 10

1 minutes; 10/1/15, home, less than 5 minutes, and 10/2/15, home, less than 1 minute.

2 Waiting to bring this matter to the Court's attention at the Return Hearing on December
3 14, 2015, would not only greatly minimize the likelihood of being able to repair the damage
4 actively being caused, as is more fully set forth below, but it would give the Court the inaccurate
5 impression that this matter is unimportant to Kirk. Waiting another few months, is not a
6 reasonable or viable option.

7 **II. ARGUMENT**

8 **A. Vivian is Knowingly and Wilfully Continuing to Violate this Court's** 9 **Orders**

10 Vivian is continuing to actively interfere with Kirk's relationship with Brooke by
11 enabling her to come and go as she pleases in the very car Vivian gave to her to do so. She has
12 also given Brooke money so Brooke could buy meals at restaurants, rather than eat her meals
13 with Kirk and Rylee. The fact that Vivian was actually in the car with Brooke on Saturday,
14 October 3, 2015 – one of the days when Brooke was supposed to be in Kirk's custody – when
15 they drove to Kirk's home and had Rylee bring Brooke's computer charger to the car, is
16 especially telling of what is truly happening! Vivian's continued open defiance of this Court's
17 Orders is sending a horrible message to not only Brooke, but 12 year old Rylee as well.

18 The Court may recall that Vivian's attorneys had Vivian take an MMPI, which was
19 administered by Dr. Jill Margolis, who was chosen by Vivian and/or her counsel. Dr. Margolis
20 noted that Vivian "reported some personality characteristics such as thrill seeking, impulsivity,
21 **proneness to rule infractions**, and high-risk behavior, that may make her vulnerable to
22 **clashes with authority** at times." See Exh. "M" to *Defendant's Reply to Plaintiff's*
23 *Opposition to Defendant's Countermotions for Exclusive Possession of Marital Residence, for*
24 *Primary Physical Custody of Minor Children; for Division of Funds for Temporary Support;*
25 *and for Attorney's Fees*, filed January 27, 2012. (Emphasis added).¹ Vivian's conduct over the
26 past several months are examples of those times.

27
28 ¹ A copy of Exh. "M" is attached hereto as Exh. "1" for the Court's convenience.

1 The message Brooke should have received from Vivian is that Brooke is fortunate
2 because, although her parents are divorced, she gets to spend a significant amount of time with
3 both her mother and her father, both of whom love her very much. Instead, the overwhelming
4 messaging Brooke receives from Vivian is that, "Girls are supposed to be with their mommies."
5 This fact is especially important because when used in combination with Vivian's denigration
6 of Kirk and alienation of Kirk from Brooke, it is the motivation for Brooke to be with Vivian
7 "full time." In the past, Brooke has told Kirk that three of her girl friends only see their fathers
8 every other weekend, and then, only if they want to see them. Brooke's paradigm, therefore,
9 is the ideal is for her to spend "full time" with Vivian and anything less than that is less than
10 ideal. It is not difficult to see how Brooke's belief in this "ideal" will adversely affect Brooke in
11 her future relationships. Vivian would not have been able to instill this paradigm in Brooke
12 without first alienating Kirk from Brooke so that Brooke would not have the emotional bond
13 and love with Kirk that would inhibit a desire to be with Vivian full time.

14
15 **B. It is Critical that Brooke Spend as Much Time as Possible with Kirk
As Soon As Possible**

16 All authorities agree that efforts to re-establish the relationship between Brooke and
17 Kirk will be unsuccessful unless the child and the targeted parent spend a significant amount
18 of time together. *See* STANLEY S. CLAWAR & BRYNNE V. RIVLIN, CHILDREN HELD
19 HOSTAGE, 2nd Ed. (ABA 2013), p. 222; RICHARD A. WARSHAK, DIVORCE POISON, 2nd Ed.,
20 (Regan Books 2010), p. 273-275. "As a general rule, we have found that change of the physical
21 environment and increased social contact with the target parent are the major positive ways
22 to deprogramme a child. The more continuous and regular contact the child has with the
23 programmer and brainwasher, the more likely the process is to continue and damage is to
24 increase." CHILDREN HELD HOSTAGE, p. 229.

25 The longer Vivian has the opportunity to continue with her wilful non-compliance with
26 the Custody Order and this Court's other orders, the more likely it is that future efforts to repair
27 the damage will fail. The literature makes it clear that the longer we wait to significantly
28 increase the contact, the more likely it is that any remedial effort will fail. Patience and delay

1 are not viable options if Brooke is to be saved from the permanent devastating effects of the
2 alienation and the relationship between Brooke and Kirk is to be salvaged.

3 The extremeness of Brooke's behavior and attitude towards Kirk is cause for alarm:

4 **Mental health professionals agree that to prevent the alienation**
5 **and its resulting injuries from becoming permanent, swift decisive**
6 **action by the courts is necessary.** If the alienation is permitted to continue,
7 the "destructive dynamic" becomes "entrench[ed]" and the children's positions
8 solidified. Appropriate contact between the target parent and the child must be
9 reestablished **quickly** because delays only "consolidate and reward the child's
10 phobic or recalcitrant stance." Unfortunately, all too often, courts are reluctant
11 to take the required action until a child has deteriorated to a dangerous level.

12 Moreover, because alienation can be subtle and insidious and its
13 devastating effects potentially permanent and irreversible, most experts conclude
14 that in severe instances **the only "treatment" that prevents alienation**
15 **from continuing, effectively reverses it and enables reconciliation**
16 **with the target is the immediate transfer of custody to the target**
17 **parent. In every one of the reported studies of parental alienation,**
18 **interventions that did not include a transfer of custody did not**
19 **improve the target parent-child relationship while the transfer of**
20 **custody almost always did. The hundreds of children that were**
21 **transferred and later interviewed expressed gratitude and relief that**
22 **they were compelled to see and be with their parents and get to know**
23 **them. When therapy was instituted without a change of custody,**
24 **however, the alienation often became more severe and the situation**
25 **deteriorated.** ¶

26 Chaim Steinberger, *Father? What Father? Parental Alienation and Its Effect on Children –*
27 *Part Two*, (NYSBA Family Law Review 2006) at 11 (emphasis added) (citations omitted).

28 Kirk is extremely concerned that Brooke may be reaching the "point of no return" as
described in *Children Held Hostage*, p. 204, 219-223. The evidence shows Vivian has been
denigrating Kirk to Brooke and Rylee for more than four years, and a record of the same has
been made with the Court over that time period² It is alarming that Vivian has been utilizing
so many of the programming techniques: "Long periods of programming and brainwashing"
The record is replete with Vivian's programming and brainwashing for more than four years;
The use of "multiple programming/brainwashing themes/techniques"; The "isolation of the

² "[Vivian] will say anything in front of Brooke and Rylee without any thought as to the harm it is
doing them, will manipulate Brooke and Rylee for her own selfish purposes (including saying
negative false statements about their father). . ." Motion re Custody, filed 9.14.11, Exh. 2, Tahnee
Harrison Aff., ¶39. "My Mother also told me, in front of Brooke and Rylee, "be sure and cut your
Dad before he gets into the water, to make sure the sharks can do their job." Motion re Custody,
filed 9.14.11, Exh.3, Whitney Harrison Aff., ¶8.

1 child from the target parent” since July 17, 2015; Kirk’s naive unwillingness to defend himself
2 throughout this time, so as to not “put the child in the middle”; Being loyal to Kirk means
3 being disloyal to Vivian. Brooke and Rylee are afraid to go to the movies with Kirk for fear
4 Vivian will view it as being disloyal to her; Vivian messaging that she is “Mom” or “Mommy”
5 and their father is now “Kirk”³; Mom, Brooke and Rylee are “family” and it does not include
6 “Kirk”; Vivian has telephone calls with Brooke and Rylee “frequently during the time they are
7 with the father” and insists they call her each night when they go to bed; “Creating conflict at
8 the time of pickup” Vivian keeps Kirk waiting in the car for 20 to 40 minutes while she visits
9 with Brooke and Rylee; “Mother surrounding herself with a support system to reinforce her
10 programme” (it is Kirk’s understanding that Heather Atkinson has also told Brooke that “girls
11 are supposed to be with their mommies”); and, “Violating court orders.” *See* CHILDREN
12 HELD HOSTAGE, p. 219-223.

13 If we are to avoid going beyond the tipping point, it is very important that, at a
14 minimum, Kirk have the custodial time he is supposed to have under the Custody Order, and
15 that the same be enforced as soon as possible. Kirk genuinely believes that this situation has
16 become more desperate as time has passed and that this is his last meaningful chance to save
17 Brooke.

18 ...

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27 ³ The labeling of Kirk by Vivian to the children as “Kirk” rather than “Dad,” minimizes his role in
28 their relationship with him. *See* DIVORCE POISON, p. 149-151.

1 Kirk respectfully urges the Court to send an unmistakable and resounding message to
2 Vivian that Vivian's disparagement of Kirk to Brooke will not be tolerated, and that any
3 interference with the custody schedule to which Vivian agreed, and which this Court ordered,
4 shall not be tolerated, by once again issuing an order to appear and show cause why Vivian
5 should not be held in contempt.

6 NRS 22.010(3) provides as follows:

7 **Acts or omissions constituting contempt.** The following acts
8 or omissions shall be deemed contempts:

9 3. Disobedience or resistance to any lawful writ, order, rule
or process issued by the court or judge at chambers.

10 DATED this 12th day of October, 2015.

11 KAINEN LAW GROUP, PLLC

12
13 By: 

14 EDWARD L. KAINEN, ESQ.
15 Nevada Bar No. 5029
16 3303 Novat Street, Suite 200
17 Las Vegas, Nevada 89129
18 *Attorneys for Plaintiff*
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AFFIDAVIT OF KIRK HARRISON

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

KIRK HARRISON., being first duly sworn, deposes and states:

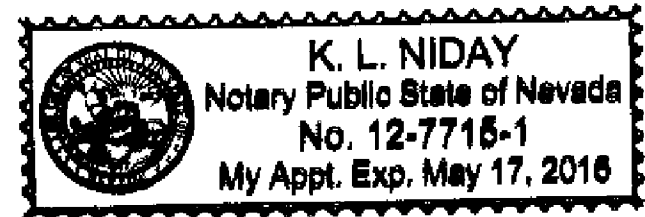
That I am the Plaintiff in the above-entitled action.

That the facts set forth in the foregoing Motion for an Order to Show Cause are true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.


KIRK HARRISON

SUBSCRIBED AND SWORN to before me
this 8TH day of October, 2015.




NOTARY PUBLIC in and for said
County and State

EXHIBIT “1”

Report of Minnesota Multiphasic Personality Inventory2

Date 8-15-2011
Vivian L. Harrison
DOB 08-16-1962

Profile Validity

This clinical profile has marginal validity because the client attempted to place herself in an overly positive light by minimizing faults and denying psychological problems. This defensive stance is characteristic of individuals who are trying to maintain the appearance of adequacy and self-control. This client tends to deny problems and is not very introspective or insightful about her own behavior.

The clinical profile may be an underestimate of the individual's psychological problems. The individual is likely to have little awareness of her difficulties. She is likely to be rigid and inflexible in her approach to problems and may not be open to psychological self-evaluation. She is likely to project an excessively positive self-image and be somewhat arrogant and intolerant of others' failings. She is unlikely to seek psychological treatment or to cooperate fully with treatment if it is implemented.

Individuals with this level of defensiveness, as reflected in her high K score, tend to admit few psychological problems. Thus, her content scale scores are likely to underrepresent her actual problems.

Her defensiveness on the MMPI-2 may be better understood by examining the S subscale elevations. She approached the test items with a view toward presenting herself as being very serene in her approach to life. Her high score on the Serenity subscale suggests that she would like to be viewed as having no problems or pressures. In addition, an assessment of her test defensiveness should consider the fact that she has a significant elevation on the Beliefs in Human Goodness subscale, indicating a naive response set claiming goodness in all people.

Symptomatic Patterns

Individuals with this MMPI-2 clinical profile are not admitting to many psychological symptoms or problems. The client's profile is within the normal range suggesting that she views her present adjustment as adequate. However, she reported some personality characteristics such as thrill seeking, impulsivity, proneness to rule infractions, and high-risk behavior, that may make her vulnerable to clashes with authority at times.

Interpersonal Relations

Quite outgoing and sociable, she has a strong need to be around others. She is gregarious and enjoys attention. Personality characteristics related to social introversion-extroversion tend to be stable over time. The client is typically outgoing, and her sociable behavior is not likely to change if she is retested at a later time.

Diagnostic Considerations

Her MMPI-s clinical profile is within normal limits. No diagnostic considerations are provided for individuals in this elevation range.

Treatment Considerations

Individuals with MMPI-s clinical profiles similar to this pattern are admitting few psychological problems compared with patients in mental health assessment settings. The client views her adjustment as adequate and probably does not feel the need for mental health treatment at this time. If she is being considered for treatment, perhaps at someone else's insistence, her relatively low level of psychological distress may need to be discussed with her before treatment can proceed effectively.

Jill Margolis, Ph.D.
Licensed Psychologist

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON
Plaintiff/Petitioner
v.
VIVIAN MARIE LEE HARRISON
Defendant/Respondent

Case No. D-15-443611-D
Dept. Q
**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.

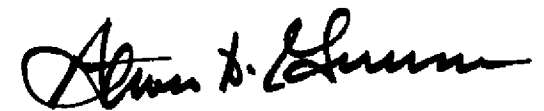
The total filing fee for the motion/opposition I am filing with this form is:

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

Party filing Motion/Opposition: KIRK HARRISON Date 10/12/15

Signature of Party or Preparer 

EXHIBIT “17”



CLERK OF THE COURT

1 **OSC**
2 EDWARD KAINEN, ESQ.
3 Nevada Bar No. 5029
4 KAINEN LAW GROUP, PLLC
5 3303 Novat Street, Suite 200
6 Las Vegas, Nevada 89129
7 PH: (702) 823-4900
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9 Service@KainenLawGroup.com
10 Attorneys for Plaintiff

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DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK HARRISON,
Plaintiff,
vs.
VIVIAN HARRISON,
Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

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

ORDER TO APPEAR AND SHOW CAUSE

IT IS HEREBY ORDERED that said Defendant, VIVIAN HARRISON, shall appear on the 14th day of December, 2015, at the hour of 9:00 a.m., before the above-entitled Court, and show cause, if any she has, why she should not be held in contempt for: (1) convincing Brooke that she is empowered to determine her own custody and enraging Brooke to exercise that false power in violation of Section 5 of the Custody Order, filed July 11, 2012, and; (2) convincing Brooke, yet again, that she is empowered to determine her own custody and enraging Brooke to exercise that false power in violation of this Court's ruling and order during the hearing on October 1, 2015.

IT IS FURTHER ORDERED that Defendant may be served with this Order to Appear and Show Cause through her attorney of record.

RECEIVED

OCT 14 2015

FAMILY COURT
DEPARTMENT Q

1 IT IS FURTHER ORDERED that Defendant must appear personally. Defendant also has
2 the right to file affidavits on her behalf and may appear with an attorney, and has the right to present
3 testimony on his behalf at the time of hearing.

4 IT IS FURTHER ORDERED that, if the Defendant fails to appear, he shall be deemed to have
5 waived her right to the hearing and that in such case the Court may take such other and further action
6 deemed necessary or appropriate.

7 DATED this 14th day of October, 2015.

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DISTRICT JUDGE

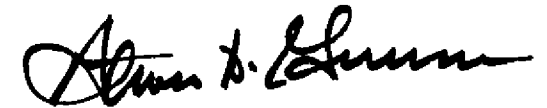
Submitted by:

KAINEN LAW GROUP, PLLC

By: 

EDWARD KAINEN, ESQ.
Nevada Bar No. 5029
ANDREW L. KYNASTON, ESQ.
Nevada Bar No. 8147
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Las Vegas, Nevada 89129
Attorneys for Plaintiff

EXHIBIT “1”



CLERK OF THE COURT

1 NOAS
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
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5 2470 St. Rose Parkway, Suite 206
6 Henderson, Nevada 89074
7 Telephone: (702) 990-6448
8 Facsimile: (702) 990-6456
9 rsmith@radfordsmith.com
10 *Attorneys for Defendant*

8 DISTRICT COURT
9
10 CLARK COUNTY, NEVADA

11 KIRK HARRISON,

12 Plaintiff,

13 vs.

14 VIVIAN HARRISON,

15 Defendant.

CASE NO.: D-11-443611-D

DEPT NO.: Q

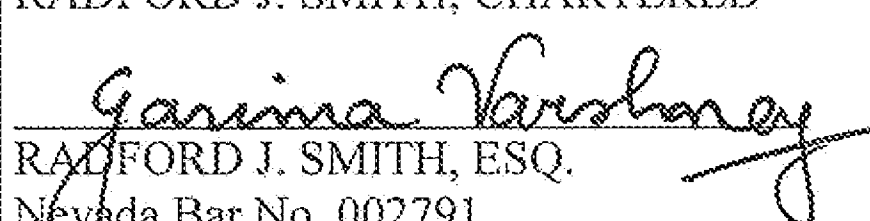
FAMILY DIVISION

17 NOTICE OF APPEAL

18
19 NOTICE is hereby given that Defendant, VIVIAN HARRISON, hereby appeals to the Supreme
20 Court of the State of Nevada the District Court's Notice of Entry of Findings and Orders re: January 26,
21 2016 Hearing entered on May 25, 2016, a copy of which is attached hereto as Exhibit "A."

22 Dated this th~~27~~ day of June, 2016

23 RADFORD J. SMITH, CHARTERED

24
25 
26 RADFORD J. SMITH, ESQ.

Nevada Bar No. 002791

27 GARIMA VARSHNEY, ESQ.

Nevada Bar No. 011878

28 2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Attorney for Defendant

1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the
3 age of 18 and not a party to the within action.

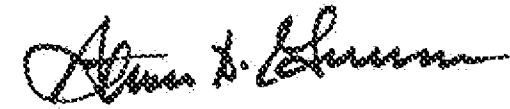
4 I served the foregoing document described as "NOTICE OF APPEAL" on this ⁵27 day of June,
5 2016, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.
6

7
8 Tom J. Standish, Esq.
9 Jolley, Urga, Woodbury, Worth & Standish
10 3800 Howard Hughes Parkway, 16th Floor
11 Las Vegas, Nevada 89169
12 tjs@juww.com

13 Edward L. Kainen, Esq.
14 Kainen Law Group
15 10091 Park Run Dr., #110
16 Las Vegas, Nevada 89145
17 ed@kainenlawgroup.com
18 Attorneys for Kirk Harrison

19
20
21
22
23
24
25
26
27
28
Garina Vashney
An employee of Radford J. Smith, Chartered

EXHIBIT “A”



CLERK OF THE COURT

1 NEOJ

3 DISTRICT COURT

4 CLARK COUNTY, NEVADA

5 KIRK ROSS HARRISON,

6
7 Plaintiff,

8 v.

CASE NO. D-11-443611-D

DEPT NO. Q

9 VIVIAN MARIE LEE HARRISON,

10 Defendant.

12 NOTICE OF ENTRY OF
13 FINDINGS AND ORDERS RE: JANUARY 26, 2016 HEARING

14 TO: ALL PARTIES AND/OR THEIR ATTORNEYS

15 Please take notice that a Findings and Orders Re: January 26, 2016 Hearing has
16 been entered in the above-entitled matter. I hereby certify that on the above file
17 stamped date, I caused a copy of the Findings and Orders Re: January 26, 2016
18 Hearing and this Notice of Entry of Findings and Orders Re: January 26, 2016

19 Hearing to be:

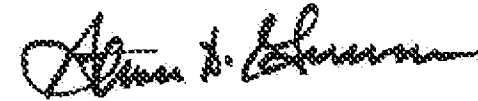
20
21 ☒ E-Served pursuant to NEFCR 9 on, or placed in the folder(s) located in the
22 Clerk's Office of, the following attorneys:

23
24 Edward Kainen, Esq.
25 Thomas Standish, Esq.

26 Radford J. Smith, Esq.
27 Gary Silverman, Esq.

28 /s/ Kimberly Weiss
Kimberly Weiss
Judicial Executive Assistant
Department Q

1
2 ORDR



CLERK OF THE COURT

3 DISTRICT COURT

4 CLARK COUNTY, NEVADA

5 KIRK ROSS HARRISON,

6
7 Plaintiff,

8 v.

CASE NO. D-11-443611-D

DEPT NO. Q

9 VIVIAN MARIE LEE HARRISON,

10
11 Defendant.

12 FINDINGS AND ORDERS RE:
13 JANUARY 26, 2016 HEARING

14 Plaintiff and Defendant appeared before this Court on January 26, 2016,¹ for a
15 hearing on: (1) Plaintiff's Motion for an Order to Show Cause Why Defendant Should
16 Not be Held in Contempt for Knowingly and Intentionally Violating Section 2.11 and
17 Section 5 of the Stipulation and Order Resolving Parent/Child Issues and this Court's
18 Order of October 30, 2013 (Aug. 21, 2015) (hereinafter referred to as "Motion"); (2)
19 Defendant's Opposition to Kirk's Motion and Countermotion for Modification of
20 Custody of Minor Child, Emma Brooke Harrison ("Brooke") (Sep. 14, 2015)
21 (hereinafter referred to as "Countermotion"); (3) Plaintiff's Motion for an Order to
22 Show Cause Why Defendant Should Not be Held in Contempt for Knowingly and
23 Intentionally Violation Section 5 of the Stipulation and Order Resolving Parent/Child
24
25
26
27

28
¹The findings and orders set forth herein are ancillary to the issues currently on appeal.

1 Issues and this Court's Order of October 1, 2015 (Oct. 12, 2015) (hereinafter referred
2 to as "Second Motion"); (4) Plaintiff's Motion for an Order to Show Cause Why
3 Defendant Should Not be Held in Contempt for Continuing to Knowingly and
4 Intentionally Violate of [sic] Section 5 of the Stipulation and Order Resolving
5 Parent/Child Issues and this Court's Order of October 1, 2015 (Dec. 16, 2015)
6 (hereinafter referred to as "Third Motion"); and (5) this Court's Orders to Appear and
7 Show Cause (Sep. 1, 2015 and Oct. 14, 2015).²

10 Plaintiff, KIRK ROSS HARRISON ("Father"), was present and represented by his
11 attorney, EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and
12 Defendant, VIVIAN MARIE HARRISON ("Mother"), was present and represented by
13 her attorney, RADFORD J. SMITH, ESQ., of the law firm of RADFORD J. SMITH,
14 CHARTERED. This Court, being fully advised in the premises, and good cause
15 appearing therefore, makes the following findings:

18 The papers filed herein provided this Court with a *prima facie* basis to issue an
19 Order to Show Cause based on the undisputed fact that Father had been denied
20 custodial time under Stipulation and Order Resolving Parent/Child Issues (Jul. 11,
21 2012). A finding of contempt, however, must necessarily include a finding that a party
22 intentionally and wilfully violated the Court's Stipulation and Order Resolving
23 Parent/Child Issues (Jul. 11, 2012). *Cunningham v. Eighth Jud. Dist. Court*, 102 Nev. 551,
24 729 P.2d 1328 (1986). During the course of these proceedings, Dr. John Paglini, Psy.D.

27
28 ²Other papers filed by the parties prior to the January 26, 2016 hearing were reviewed
and considered by the Court.

1 was designated to conduct a child interview of the parties' daughter, Brooke. Dr. Paglini
2 was not appointed, however, to be the fact-finder for the Court on the issue of contempt.
3 Rather, Dr. Paglini was appointed to assist in evaluating the dynamics regarding Father's
4 relationship with Brooke and to establish a path by which said relationship could be
5 remedied and repaired.
6
7

8 Prior to the hearing, this Court received and reviewed the Child Interview report
9 of Dr. Paglini, dated January 25, 2016. Father offered that his preference was not to
10 proceed immediately with the contempt relief sought by way of his Motion, Second
11 Motion and Third Motion. Rather, Father submitted his preference to implement the
12 recommendations of Dr. Paglini, including therapeutic counseling between Father and
13 the parties' daughter Brooke with Dr. Jim Ali, PhD. Initially, Father requested that the
14 contempt aspect of these proceedings be held in abeyance for a period of time (six
15 months).
16
17

18 This Court makes no findings regarding the allegations of contempt against
19 Mother. Further, although it is undisputed that Father lost custodial time with the
20 parties' daughter, Brooke, this Court is not inclined to set further proceedings to
21 adjudicate the issue of contempt. The continuation of further hearings regarding the
22 allegations of contempt would be deleterious and counterproductive to Brooke's best
23 interest. Thus, the contempt proceedings should be vacated and the parties should focus
24 on the therapeutic aspect of Father's relationship with Brooke. The pace of therapy
25 should be determined by Dr. Ali.
26
27
28

1 Pursuant to *Rooney v. Rooney*, 109 Nev. 540, 853 P.2d 123 (1993) and NRS
2 125.090 and NRS 125C.0025, there is not a sufficient basis to entertain further
3 proceedings on Mother's Countermotion to modify custody. This Court finds and
4 concludes that the preference of a minor child standing alone is insufficient to constitute
5 a substantial change of circumstances pursuant to *Ellis v. Carrucci*, 123 Nev. 145, 161
6 P.3d 239 (2007). Pursuant to NRS 125C.0025, it this Court's preference that Father
7 and Mother pursue a course of therapeutic counseling to maintain joint physical custody
8 of Brooke as declared in their Stipulation and Order Resolving Parent/Child Issues (Jul.
9 11, 2012).

10 Finally, there is not a sufficient basis to impose sanctions against or award fees to
11 either party.

12 Based on the foregoing Findings, and good cause appearing therefor,

13 It is hereby ORDERED that the Orders to Show Cause are vacated and the relief
14 sought by way of contempt in Plaintiff's Motion, Second Motion and Third Motion is
15 vacated.

16 It is further ORDERED that the Countermotion to modify physical custody is
17 denied.

18 It is further ORDERED that neither parent is to disparage the other parent in
19 front of the children.

20 It is further ORDERED that each party shall bear their own attorney's fees and
21 costs.

1
2 IT IS FURTHER ORDERED that the parties are subject to the following
3 provisions of NRS 125C.0045(6) for violation of the Court's Order:

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

15 IT IS FURTHER ORDERED that, pursuant to NRS 125C.006(1), if primary
16 physical custody has been established pursuant to an order, judgment or decree of a
17 court and the custodial parent intends to relocate his or her residence to a place outside
18 of this State or to a place within this State that is at such a distance that would
19 substantially impair the ability of the other parent to maintain a meaningful relationship
20 with the child, and the custodial parent desires to take the child with him or her, the
21 custodial parent shall, before relocating:

22 (a) Attempt to obtain the written consent of the non-custodial
23 parent to relocate with the child; and

24 (b) If the non-custodial parent refuses to give that consent,
25 petition the court for permission to relocate with the child.

26 IT IS FURTHER ORDERED that, pursuant to NRS 125C.006(3), a parent who
27 relocates with a child pursuant to this section without the written consent of the non-
28 custodial parent or the permission of the court is subject to the provisions of NRS
200.359.

1
2 IT IS FURTHER ORDERED that, pursuant to NRS 125C.0065(1), if joint
3 physical custody has been established pursuant to an order, judgment or decree of a
4 court and one parent intends to relocate his or her residence to a place outside of this
5 State or to a place within this State that is at such a distance that would substantially
6 impair the ability of the other parent to maintain a meaningful relationship with the
7 child, and the relocating parent desires to take the child with him or her, the relocating
8 parent shall, before relocating:
9

10 (a) Attempt to obtain the written consent of the non-relocating
11 parent to relocate with the child; and

12 (b) If the non-relocating parent refuses to give that consent,
13 petition the court for primary physical custody for the purpose of
14 relocating.

15 IT IS FURTHER ORDERED that, pursuant to NRS 125C.0065(3), a parent who
16 relocates with a child pursuant to this section before the court enters an order granting
17 the parent primary physical custody of the child and permission to relocate with the
18 child is subject to the provisions of NRS 200.359.
19

20 IT IS FURTHER ORDERED that, pursuant to NRS 125C.0075, if a parent with
21 primary physical custody or joint physical custody relocates with a child in violation of
22 NRS 200.359:
23

24 1. The court shall not consider any post-relocation facts or
25 circumstances regarding the welfare of the child or the relocating parent in
making any determination.

26 2. If the non-relocating parent files an action in response to the
27 violation, the non-relocating parent is entitled to recover reasonable
28 attorney's fees and costs incurred as a result of the violation.

1
2 IT IS FURTHER ORDERED that, pursuant to NRS 125C.0045(7) and (8), the
3 terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of
4 the Hague Conference on Private International Law are applicable to the parties. IT IS
5 FURTHER ORDERED that the minor children's habitual residence is located in the
6 County of Clark, State of Nevada, within the United States of America. NRS
7 125C.0045(7) and (8) specifically provide as follows:
8

9 Section 7. In addition to the language required pursuant to
10 subsection 6, all orders authorized by this section must specify that the
11 terms of the Hague Convention of October 25, 1980, adopted by the 14th
12 Session of the Hague Conference on Private International Law, apply if a
parent abducts or wrongfully retains a child in a foreign country.

13 Section 8. If a parent of the child lives in a foreign country or has
14 significant commitments in a foreign country:

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

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

25 NOTICE IS HEREBY GIVEN that the parties are hereby advised that they may
26 request a review of child support every three years, or at any time upon changed
27 circumstances, pursuant to NRS 125B.145.
28

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NOTICE IS HEREBY GIVEN that the parties have been advised that the non-custodial parent may be subject to the withholding of wages and commissions for delinquent payments of support pursuant to NRS 31A.010, *et. seq.* and NRS 125.450(2).

DATED this 25th day of May, 2016.


BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE
DEPARTMENT Q

EXHIBIT “2”


CLERK OF THE COURT

COMD

Howard Ecker, Esq.
Nevada Bar No. 1207
Andrew L. Kynaston, Esq.
Nevada Bar No. 8147
ECKER & KAINEN, CHARTERED
300 S. Fourth St., Suite 901
Las Vegas, Nevada 89101
(702) 384-1700
(702) 384-8150 (Fax)
adminstration@eckerkainen.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,
Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,
Defendant.

CASE NO. D-11-443611-D
DEPT NO. I

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

COMPLAINT FOR DIVORCE

COMES NOW, Plaintiff, KIRK ROSS HARRISON, and states his
cause of action against Defendant, VIVIAN MARIE LEE HARRISON, as
follows:

I.

That Plaintiff is a resident of the State of Nevada, and
for a period of more than six weeks before commencement of this
action has resided and been physically present and domiciled
therein, and during all of said period of time, Plaintiff has had,
and still has, the intent to make said State of Nevada, his home,
residence and domicile for an indefinite period of time.

• • • •

• • • •

ECKER & KAINEN CHARTERED
A Professional Law Corporation

Tel (702) 384-1700 300 South Fourth Street Las Vegas, Nevada 89101 Fax (702) 384-8150
Bank of America Plaza, Suite 901

II.

That Plaintiff and Defendant were intermarried in the City of Las Vegas, State of Nevada, on or about November 5, 1982, and are husband and wife.

III.

That there are two (2) minor children the issue of said marriage, to wit: EMMA BROOKE HARRISON, born June 26, 1999; and RYLEE MARIE HARRISON, born January 24, 2003. The parties also have three (3) adult children.

IV.

That the parties are fit and proper persons to have the joint legal custody of said minor children.

V.

That Plaintiff be awarded the primary physical care, custody and control of the minor children herein.

VI.

That the Court should retain jurisdiction to make an appropriate award of child support.

VII.

That such child support shall be payable through wage assignment pursuant to NRS Chapter 31A, should any child support obligation become over thirty (30) days delinquent, to the extent such child support is ordered.

VIII.

That Plaintiff will maintain the cost of major medical insurance coverage for the minor children herein, with the parties equally dividing all medical, dental (including orthodontic), psychological and optical expenses of said minor children not

1 covered by insurance, until such time as each child, respectively,
2 (1) becomes emancipated, or (2) attains the age of eighteen (18)
3 years, the age of majority, unless each child is still attending
4 secondary education when each child reaches eighteen (18) years of
5 age, in which event said medical coverage shall continue until
6 each child, respectively, graduates from high school, or attains
7 the age of nineteen (19) years, whichever event first occurs.

8 IX.

9 That neither party is entitled to alimony from the other
10 party herein.

11 X.

12 That there is community property of the parties herein
13 to be adjudicated by the Court, the full nature and extent of
14 which is unknown to Plaintiff at this time, and Plaintiff prays
15 leave of the Court to amend this Complaint when additional
16 information becomes available.

17 XI.

18 That there are no community debts of the parties herein
19 to be adjudicated by the Court.

20 XII.

21 That there exists separate property of the parties to be
22 confirmed to each party, the full nature and extent of which is
23 unknown to Plaintiff at this time, and Plaintiff prays leave of
24 the Court to amend this Complaint when additional information
25 becomes available.

26 XIII.

27 That Defendant has engaged in an individual act or
28 course of actions which, individually or together, have

1 constituted marital waste, and therefore Plaintiff should be
2 compensated for the loss and enjoyment of said wasted community
3 asset(s).

4 XIV.

5 That Plaintiff requests this Court to jointly restrain
6 the parties herein in accordance with the terms of the Joint
7 Preliminary Injunction issued herewith.

8 XV.

9 That Plaintiff has been required to retain the services
10 of ECKER & KAINEN, CHARTERED, to prosecute this action, and is
11 therefore entitled to reasonable attorney's fees and costs of
12 suit.

13 XVI.

14 That the parties hereto are incompatible in marriage.

15 WHEREFORE, Plaintiff prays judgment as follows:

16 1. That the bonds of matrimony now and heretofore
17 existing between Plaintiff and Defendant be dissolved; that
18 Plaintiff be granted an absolute Decree of Divorce; and that each
19 of the parties hereto be restored to the status of a single,
20 unmarried person;

21 2. That the parties be awarded joint legal custody of
22 the minor children herein;

23 3. That Plaintiff be awarded the primary physical
24 care, custody and control of the minor children herein;

25 4. That the Court retain jurisdiction to enter an
26 appropriate award of child support.

27 5. That child support be paid through wage assignment
28 pursuant to NRS Chapter 31A, should payment of any child support

obligation be thirty (30) days delinquent, to the extent child support is ordered;

6. That Plaintiff be ordered to provide the cost of major medical insurance coverage for the minor children herein, with the parties equally dividing all medical, dental (including orthodontic), psychological or optical expenses of said minor children not covered by insurance, until such time as each child, respectively, (1) becomes emancipated, or (2) attains the age of eighteen (18) years, the age of majority, unless each child is still attending secondary education when each child reaches eighteen (18) years of age, in which event said medical coverage and payment of the children's noncovered medical expenses shall continue until each child, respectively, graduates from high school, or attains the age of nineteen (19) years, whichever event first occurs;

7. That neither party be required to pay the other spousal support;

8. That this Court make an equitable division of the community assets;

9. That this Court confirm to each party his or her separate property;

10. That Defendant reimburse Plaintiff for one-half of the amounts and/or values of all community and jointly held property which she has wasted and/or dissipated;

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

.

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

13. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 18th day of March, 2011

ECKER & KAINEN, CHARTERED

By: 

EDWARD L. KAINEN, ESQ.
Nevada Bar No. 5029
300 S. Fourth Street, #901
Las Vegas, Nevada 89101
Attorneys for Plaintiff

VERIFICATION

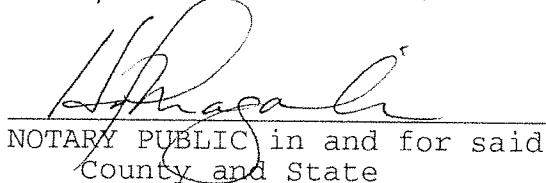
STATE OF NEVADA)
COUNTY OF CLARK) ss:

KIRK ROSS HARRISON, being first duly sworn, deposes and says:

That I am the Plaintiff herein; that I have read the foregoing Complaint for Divorce and the same is true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.


KIRK ROSS HARRISON

SUBSCRIBED AND SWORN to before me
this 18th day of March, 2011.


NOTARY PUBLIC in and for said
County and State

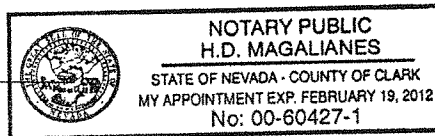
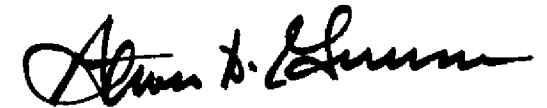


EXHIBIT “3”



CLERK OF THE COURT

1 ANSW

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 64 N. Pecos Road, Suite 700

6 Henderson, Nevada 89074

7 Telephone: (702) 990-6448

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9 rsmith@radfordsmith.com

10 GARY R. SILVERMAN, ESQ.

11 SILVERMAN, DECARIA, & KATTLEMAN

12 Nevada State Bar No. 000409

13 6140 Plumas St. #200

14 Reno, NV 89519

15 Telephone: (775) 322-3223

16 Facsimile: (775) 322-3649

17 Email: silverman@silverman-decaria.com

18 Attorneys for Defendant/Counterclaimant

19 **DISTRICT COURT**

20 **CLARK COUNTY, NEVADA**

21 KIRK ROSS HARRISON,

22 Plaintiff/
23 Counterdefendant,

24 v.

25 VIVIAN MARIE LEE HARRISON,

26 Defendant/
27 Counterclaimant

CASE NO.: D-11-443611-D

DEPT NO.: Q

FAMILY DIVISION

28 **ANSWER TO COMPLAINT FOR DIVORCE**
AND COUNTERCLAIM FOR DIVORCE

COMES NOW, Defendant/Counterclaimant, VIVIAN MARIE LEE HARRISON, by and through her attorneys RADFORD J. SMITH, ESQ., of the law offices of RADFORD J. SMITH, CHARTERED, and GARY R. SILVERMAN, ESQ., of the law offices of SILVERMAN, DECARIA, &

1 KATTLEMAN, and sets forth her Answer to the Complaint for Divorce of Plaintiff, and her
2 Counterclaim for Divorce as follows:

3 **ANSWER TO COMPLAINT FOR DIVORCE**
4

5 1. Defendant denies all material allegations not specifically admitted herein.

6 2. Defendant admits all material allegations contained in Paragraphs I, II, III, IV, VI, VII,
7 VIII, XIV and XVI of the Complaint for Divorce.

8 3. Defendant denies the allegations contained in Paragraphs V, IX, XI, XIII and XV of the
9 Complaint.
10

11 4. Answering Paragraph X, Defendant admits that there is community property of the
12 parties herein to be adjudicated by the Court, but denies all remaining allegations contained in said
13 paragraph.

14 5. Answering Paragraph XII, Defendant is without sufficient information and knowledge to
15 form a belief as to those allegations and on this basis, denies the same.
16

17 **COUNTERCLAIM FOR DIVORCE**

18 1. For more than six weeks immediately preceding the commencement of this action,
19 Defendant/Counterclaimant has been, and now is, a resident of the County of Clark, State of Nevada.
20

21 2. That Defendant/Counterclaimant and Plaintiff/Counterdefendant were married in the City
22 of Las Vegas, State of Nevada, on or about November 5, 1982, and have ever since been husband and
23 wife.

24 3. The parties have two minor children born the issue of this marriage, namely, EMMA
25 BROOKE HARRISON, born June 26, 1999; and RYLEE MARIE HARRISON, born January 24, 2003.
26 The parties also have three adult children. The parties have not adopted any children, and VIVIAN is not
27 pregnant.
28

1 4. That the parties should be awarded joint legal custody of the minor children.

2 5. That Defendant/Counterclaimant should be awarded primary physical custody of the
3 minor children, subject to the rights of specific visitation of Plaintiff/Counterdefendant.

4 6. That Plaintiff/Counterdefendant should be ordered to pay child support for the minor
5 children, pursuant to NRS 125B.070 *et. seq.*, until such time as each child, respectively, reaches the age
6 of eighteen (18) years, graduates from high school, or otherwise emancipates, whichever occurs later,
7 but in any event no later than the age of nineteen (19) years.

8 7. That Plaintiff/Counterdefendant should be ordered to provide medical and dental
9 insurance for the minor children, with the parties equally dividing all deductibles and other expenses not
10 reimbursed by insurance, until such time as each child, respectively, reaches the age of eighteen (18)
11 years, graduates from high school, or otherwise emancipates, whichever occurs later, but in any event no
12 later than the age of nineteen (19) years.

13 8. That there is community property of the parties to be equitably divided by this court, the
14 full value and extent of which has not been determined at this time.

15 9. That there are community debts and/or obligations of the parties to be equitably divided
16 by this Court, the full extent of which has not been determined at this time.

17 10. That there is separate property belonging to the Defendant/Counterclaimant, which
18 property should be confirmed to Defendant/Counterclaimant as her separate property.

19 11. That there are separate debts and/or obligations of the Plaintiff/Counterdefendant, which
20 debts and/or obligations should be confirmed to Plaintiff/Counterdefendant as his separate debt.

21 12. That Defendant/Counterclaimant is entitled to receive, and Plaintiff/Counterdefendant is
22 capable of paying, alimony and/or spousal support in a reasonable amount and for a reasonable period.

1 13. That Defendant/Counterclaimant has been required to retain the services of counsel in
2 this matter, and is therefore entitled to an award of attorney's fees and costs incurred as a result.

3 14. That the parties are now incompatible in marriage, such that their likes, dislikes, and
4 tastes have become so widely divergent that they can no longer live together as husband and wife.
5

6 WHEREFORE, Defendant/Counterclaimant prays judgment as follows:

7 1. That Plaintiff/Counterdefendant take nothing by way of his Complaint for Divorce;

8 2. That the bonds of matrimony now and previously existing between Plaintiff/Counter-
9 defendant and Defendant/Counterclaimant be forever and completely dissolved, and that each party be
10 restored to the status of an unmarried person;
11

12 3. That the parties be awarded joint legal custody of the minor children, EMMA BROOKE
13 HARRISON, born June 26, 1999; and RYLEE MARIE HARRISON, born January 24, 2003;

14 4. That Defendant/Counterclaimant be awarded primary physical custody of the minor
15 children, subject to the rights of specific visitation of Plaintiff/Counterdefendant;
16

17 5. That Plaintiff/Counterdefendant be ordered to pay child support for the minor children,
18 pursuant to NRS 125B.070 *et. seq.*, until such time as each child, respectively, reaches the age of
19 eighteen (18) years, graduates from high school, or otherwise emancipates, whichever occurs later, but
20 in any event no later than the age of nineteen (19) years;
21

22 6. That Plaintiff/Counterdefendant should be ordered to provide medical and dental
23 insurance for the minor children, with the parties equally dividing all deductibles and other expenses not
24 reimbursed by insurance, until such time as each child, respectively, reaches the age of eighteen (18)
25 years, graduates from high school, or otherwise emancipates, whichever occurs later, but in any event no
26 later than the age of nineteen (19) years.
27

28 7. For an equitable division of community property of the parties;

1 8. For an equitable division of the community debts and/or obligations of the parties;

2 9. That Defendant/Counterclaimant's separate property be confirmed to her, free of all
3 claims by Plaintiff/Counterdefendant;

4 10. That Plaintiff/Counterdefendant's separate debt be confirmed to him and that Plaintiff/
5 Counterdefendant be required to indemnify and hold Defendant/Counterclaimant harmless from those
6 obligations;

7 11. For an award of alimony and/or spousal support in a reasonable amount and for a
8 reasonable duration;

9 12. For an award of Defendant/Counterclaimant's attorney's fees and costs incurred herein;

10 13. For such other and further relief as the court finds just in the premises.

11 Dated this 22 day of November, 2011.

12 RADFORD J. SMITH, CHARTERED

13
14
15
16
17 RADFORD J. SMITH, ESQ.
18 Nevada State Bar No. 002791
19 64 N. Pecos Road, Suite 700
20 Henderson, Nevada 89074
21 *Attorney for Defendant/
22 Counterclaimant*
23
24
25
26
27
28

VERIFICATION

STATE OF NEVADA)
COUNTY OF CLARK) ss:

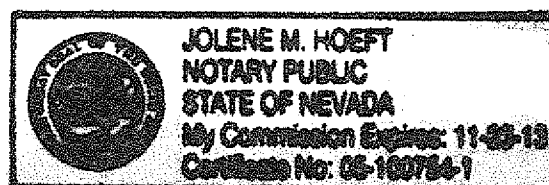
VIVIAN MARIE LEE HARRISON, having been duly sworn, deposes and says;

That I am the Defendant/Counterclaimant in the above referenced matter; that I have read the foregoing Answer to Complaint for Divorce and Counterclaim for Divorce, and that the same is true and correct to the best of my own knowledge, except for those matters stated upon information and belief, and for those matters, I believe them to be true.


VIVIAN MARIE LEE HARRISON

Subscribed and Sworn before me
this 21 day of November, 2011.


NOTARY PUBLIC in and for
the State of Nevada



1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over
3 the age of 18 and not a party to the within action. I am readily familiar with the Firm's practice of
4 collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited
5 with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.
6

7 I served the foregoing document described as "ANSWER TO COMPLAINT FOR DIVORCE
8 AND COUNTERCLAIM FOR DIVORCE" on this 23 day of November, 2011, to all interested
9 parties as follows:
10

11 ☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope
12 addressed as follows;

13 ☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this
14 date via telecopier to the facsimile number shown below;

15 ☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing
16 document this date via electronic mail to the electronic mail address shown below;

17 ☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return
18 receipt requested, addressed as follows:

19 Thomas J. Standish, Esq.
20 Jolley, Urga, Wirth, Woodbury & Standish
21 3800 Howard Hughes Parkway, 16th Floor
22 Las Vegas, NV 89169
23 tjs@juww.com

24 Edward L. Kainen, Esq.
25 Kainen Law Group, PLLC
26 10091 Park Run Drive, Suite 110
27 Las Vegas, NV 89145
28 ed@kainenlawgroup.com

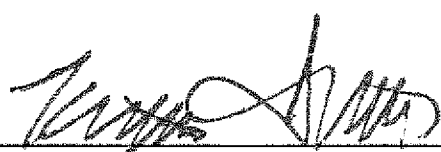

An employee of Radford J. Smith, Chartered

EXHIBIT “4”

1 **SAO**

2 **SMITH & TAYLOR**

3 **RADFORD J. SMITH, ESQ.**

4 Nevada State Bar No. 002791

5 64 N. Pecos Road, Suite 700

6 Henderson, Nevada 89074

7 Telephone: (702) 990-6448

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9 rsmith@radfordsmith.com

10 **GARY R. SILVERMAN, ESQ.**

11 **SILVERMAN, DECARIA, & KATTLEMAN**

12 Nevada State Bar No. 000409

13 6140 Plumas Street, Suite 200

14 Reno, NV 89519

15 Telephone: (775) 322-3223

16 Facsimile: (775) 322-3649

17 silverman@silverman-decaria.com

18 *Attorneys for Defendant*

19 **DISTRICT COURT**

20 **CLARK COUNTY, NEVADA**

21 **KIRK ROSS HARRISON,**

22 Plaintiff,

23 vs.

24 **VIVIAN MARIE LEE HARRISON,**

25 Defendant.

CASE NO.: D-11-443611-D

DEPT NO.: Q

FAMILY DIVISION

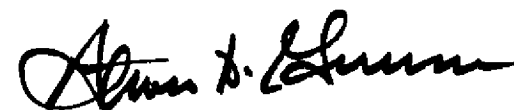
26 **STIPULATION AND ORDER RESOLVING PARENT/CHILD ISSUES**

27 DATE OF HEARING: N/A

28 TIME OF HEARING: N/A

COME NOW, Defendant, Vivian Marie Lee Harrison (hereinafter Vivian"), by and through her attorneys, Radford J. Smith, Esq., and Gary R. Silverman, Esq., and Plaintiff, Kirk Ross Harrison

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CLERK OF THE COURT

1 (hereinafter "Kirk") by and through his attorneys, Thomas Standish, Esq., and Edward L. Kainen, Esq.,
2 and hereby stipulate and agree and request that the Court find and order as follows:

3 1. *Resolution of Custody and Support Issues:* The parties (referred to individually as "parent"
4 or collectively as "parents" below) have two (2) minor children born the issue of this marriage, namely
5 Emma Brooke Harrison, born June 26, 1999, and Rylee Marie Harrison, born January 24, 2003. The
6 parties have not adopted any children, and Vivian is not pregnant. The parties desire by this stipulation to
7 resolve all issues regarding the care, custody, control and support of their minor children. The parties
8 hereby represent and agree that the provisions set forth below outline a plan that is in the best interest of
9 the minor children.
10

11 2. *Legal Custody:* The parents will share joint legal custody of the minor children. Joint legal
12 custody shall be defined as follows:
13

14 2.1. Each parent shall consult and cooperate with the other in substantial questions
15 relating to religious upbringing, educational programs, significant changes in social environment, and
16 health care of the children. Each parent shall have access to medical and school records pertaining to the
17 children, and (except as limited in paragraph 3 below) shall each be permitted to independently consult
18 with any and all professionals involved with the care, treatment or education of the children.
19

20 2.2. The parents shall jointly select all schools, day care providers, and counselors for the
21 children. In the event the parents cannot agree to the selection of a school, the child(ren) shall remain in
22 the school she is (or they are) then attending pending mediation and/or further court order.
23

24 2.3. Unless otherwise stated herein, the parents shall jointly select all health care
25 providers for the children, including all medical providers, dentists or orthodontists, optical care providers,
26 psychological counselors and mental health providers, and neither parent shall seek non-emergency health
27 care, whether physical or mental, for the children without the knowledge and consent of the other.
28

1 2.4. Each parent shall be empowered to obtain emergency health care for either child
2 without the consent of the other parent. Each parent shall notify the other parent as soon as reasonably
3 possible of any illness or injury of either child requiring emergency medical attention, the location of any
4 emergency care of either child, and the result of such care.
5

6 2.5. Each parent shall provide the other parent, upon receipt, with any information
7 concerning the children's care, education, or activities, including, but not limited to, copies of report cards,
8 school meeting notices, vacation schedules, class programs, requests for teacher conferences, results of
9 standardized or diagnostic tests, notices or schedules of activities, samples of school work, order forms for
10 school pictures, all communications from health care providers, and the names, addresses, and telephone
11 numbers of all the children's schools, health care providers, regular day care providers, and counselors.
12

13 2.6. Each parent shall advise the other parent of school, athletic, church, and social events
14 in which the children participate, and each agrees to notify the other parent within a reasonable time after
15 first learning of such event so as to allow the other parent to make arrangements to attend the event if he
16 or she chooses to do so. Both parents may participate in and attend activities involving the children,
17 including, but not limited to, activities such as open house, school and church activities and events,
18 athletic events, school plays, graduation ceremonies, school carnivals, and any other activities involving
19 the children. Regardless of what parent has the custodial care of the children on the date of such event,
20 each parent shall be afforded a reasonable time to greet, congratulate, take pictures, or participate in other
21 normal activities with the children acknowledging or memorializing the event.
22
23

24 2.7. Each parent shall provide the other parent with the address and telephone number at
25 which the minor children reside, and each shall notify the other parent at least thirty (30) days prior to any
26 change of address of the children, and shall provide the telephone number of such address change as soon
27 as it is assigned.
28

1 2.8. Each parent shall provide the other parent with a travel itinerary and, whenever
2 reasonably possible, telephone numbers at which either child can be reached, whenever either child will be
3 away from that parent's home for a period of twenty-four (24) hours or more. The parties each
4 acknowledge that pursuant to current federal law, each will need to seek the written permission of the
5 other party for any travel with the children outside of the United States, which written permission shall not
6 be unreasonably withheld.
7

8 2.9. Each parent shall encourage liberal communication between both children and the
9 other parent. Each parent shall be entitled to reasonable telephone communication with the children.
10 Each parent agrees to be restrained, and is restrained, from unreasonably interfering with the children's
11 right to privacy during such telephone conversations.
12

13 2.10. Neither parent shall interfere with the right of the children to transport clothing, toys
14 and other personal belongings freely between the parents' respective homes.
15

16 2.11. Neither parent shall disparage the other in the presence of either child, nor shall
17 either parent make any comment of any kind that would demean the other parent in the eyes of either
18 child. Additionally, each parent agrees to instruct their respective family and friends that no disparaging
19 remarks are to be made regarding the other parent in the presence of either child.
20

21 2.12. The parents further agree to communicate directly with each other regarding the
22 needs and well being of their children, and each parent agrees that he or she shall not to use either child to
23 communicate with the other parent regarding parental issues, or to transfer notes, payments, or other
24 documents to the other parent without the other parent's consent.
25

26 3. *Therapist for the Minor Children:* The parents agree that the minor children shall engage
27 in therapeutic sessions with a mutually agreed-upon child psychologist or psychiatrist upon the request of
28 either party. The psychologist or psychiatrist shall be chosen jointly by the parties. If the parties are

1 unable to agree upon a psychiatrist or psychologist within 30 days of the date of the filing of this
2 Stipulation and Order, then the Court shall appoint that individual. The determination of the need for the
3 children to engage in and/or continue with therapy shall be at the discretion of the therapist, unless
4 otherwise agreed in writing by the parties. The therapist shall not be called as a witness in this case in the
5 absence of an issue requiring mandatory reporting under NRS 432B.220. In the absence of such a
6 mandatory reporting issue, the therapist shall be immune from process in this matter, and shall not be
7 called to testify. The therapist's role would be entirely therapeutic and one to which the children would
8 address any issues or problems for peaceful resolution. For any instance where the therapist believes that
9 the behavior of either parent should be addressed, and the child provides consent to the therapist to
10 address the issue, the psychologist shall direct any discussion, suggestions, or questions to the parties.
11 Parenting Coordinator appointed pursuant to paragraph 4 below. Neither party shall directly contact the
12 therapist in the absence of a written agreement to that effect. The parties shall equally divide the cost of
13 such therapy.

14
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16
17 4. *Parenting Coordinator:* The parties shall hire a Parenting Coordinator to resolve disputes
18 between the parties regarding the minor children. The Parenting Coordinator shall be chosen jointly by
19 the parties. The Parenting Coordinator shall serve pursuant to the terms of an order mutually agreed upon
20 by the parties. If the parties are unable to agree upon a Parenting Coordinator, or the terms of an Order
21 appointing the Parenting Coordinator, within thirty (30) days of the date of the filing of this Stipulation
22 and Order, then the Court shall appoint that individual and resolve any disputes regarding the terms of the
23 appointment.

24
25 5. *Weekly Division of Time with the Minor Child:* The parties shall share joint physical
26 custody of the minor children. VIVIAN shall have the children in her care each Monday from after
27 school, or Monday at 9:00 a.m. when the children are not in school (subject to the provisions of paragraph
28

1 7.6), until Wednesday after school, or Wednesday at 9:00 a.m. when the children are not in school. KIRK
2 shall have the children in his care from Wednesday after school, or Wednesday at 9:00 a.m. when the
3 children are not in school, until Friday after school, or Friday at 9:00 a.m. when the children are not in
4 school. The parties shall alternate weekends with the children, from Friday after school, or Friday at 9:00
5 a.m. when the children are not in school, until Monday after school, or Monday at 9:00 a.m. when the
6 children are not in school.
7

8 6. Notwithstanding the foregoing time-share arrangement, the parents agreed that, once each
9 child reaches the age of fourteen (14) years, such child shall have "teenage discretion" with respect to the
10 time the child desires to spend with each parent. Thus, while the parents acknowledge the foregoing time-
11 share arrangement, the parents further acknowledge and agree that it is in the best interest of each of their
12 minor children to allow each child the right to exercise such "teenage discretion" in determining the time
13 the child desires to spend with each parent once that child reaches 14 years of age.
14

15 6.1. The parties do not intend by this section to give the children the absolute ability to
16 determine their custodial schedule with the other parent. Rather, the parties intend to allow the children to
17 feel comfortable in requesting and/or making adjustments to their weekly schedule, from time to time, to
18 spend additional time with either parent or at either parent's home.
19

20 6.2. Such adjustments shall not be prompted or suggested by either parent, but shall
21 originate with the child(ren). The parties shall not allow the children to use this flexibility as a means to
22 avoid spending time with the other parent, and they shall each encourage the children to follow the regular
23 schedule to the extent possible. If either party feels that his or her time is being unduly eroded by this
24 provision as an attempt by the other parent to minimize that parent's custodial time, he or she may address
25 this issue with the Parenting Coordinator and/or the Court.
26
27
28

1 6.3. The Parenting Coordinator will not have the ability to revoke this provision, but may
2 address those concerns within the context of the rights, duties and obligations of the Parenting Coordinator
3 as detailed in the order appointing the Parenting Coordinator. Nothing in this section is intended to limit
4 the discretion of the District Court in making child custody determinations.
5

6 6.4. In the event either child wishes to permanently modify the regular custodial schedule
7 beyond the scope of this provision once that child reaches 14 years of age, she may address this matter
8 with the therapist or Parenting Coordinator, or either party may address this issue with the Parenting
9 Coordinator. If the parties cannot agree, the Court shall consider the children's wishes pursuant to NRS
10 125.480(4)(a).
11

12 7. *Holiday Time with the Minor Children:* Holidays and special times shall take precedence
13 over but not break the continuity of the plan. The parties will discuss and agree on a schedule of holiday
14 visitation for any holiday not specifically addressed herein.
15

16 7.1. *Summer Vacation or Intersession Break:* The parties shall each be entitled to two
17 weeks of uninterrupted visitation with the children during the children's Summer Vacation/Intersession
18 periods. The party exercising such visitation shall advise the other party, in writing, thirty (30) days in
19 advance of the visitation. The parties shall alternate yearly having the priority for scheduling visitation,
20 with Kirk having the priority in odd-numbered years, and Vivian having priority in even-numbered years,
21 provided, however, Kirk shall not designate vacation time during the period of the children's sewing
22 camp. That priority in scheduling must be exercised by notice to the other party by March 1 of each year,
23 and if the party with priority fails to notify the other party of a summer vacation schedule by that time,
24 then priority in that year shall be granted to the first party to notice the other of such vacation plans. The
25 two week period may be broken into two one-week periods, but no smaller unit. The visitation periods
26 shall not be taken during the other parties' holiday visitation periods outlined herein. In addition, the
27
28

1 parties shall be entitled to the following additional periods: VIVIAN shall be entitled to an additional ten
2 days to attend the sewing camp with the children each year in which she and the children have previously
3 participated. VIVIAN shall advise KIRK of the dates as soon as she learns of them so that the parties may
4 schedule summer vacation periods. KIRK shall be entitled to an additional seven (7) days to attend the
5 Utah/Lagoon trip with the children each year in which he and the children have previously participated.
6 KIRK shall advise VIVIAN of the dates of the Utah/Lagoon trip as soon as he learns of them so that the
7 parties may schedule summer vacation periods. The particular activities during these additional periods
8 may be modified at each party's discretion. Also, because of the proximity of the date of this Agreement,
9 for the Summer Break 2012 Vivian shall have the children in her care from August 5 through August 19
10 for her two week vacation period, and July 19 through July 31 for sewing camp. Kirk shall have the
11 children in his care for the period beginning July 10 and ending on July 19, and from August 20 through
12 August 26.

13
14
15 7.2. *Winter Break:* The Winter Break shall be defined utilizing the nine-month school
16 year calendar for the Clark County, Nevada school district. The holiday shall be divided into two periods,
17 the first beginning after school the day school recesses for the Winter Break, and ending December 25th at
18 noon. The second period shall be defined as commencing December 25th at noon, and ending at 7:00 p.m.
19 the day before school recommences. The parties shall alternate care of the child during those periods,
20 with VIVIAN having the children during the first period in even-numbered years, and for the second
21 period in odd-numbered years. KIRK shall have the children during the first period in odd-numbered
22 years, and for the second period in even-numbered years.

23
24
25 7.3. *Thanksgiving Visitation:* The Thanksgiving holiday shall be defined as commencing
26 after school (or at 3:00 p.m. if the children are not in school) on the Wednesday before Thanksgiving, and
27 ending the Sunday following Thanksgiving at 7:00 p.m. The parties shall alternate having the children
28

1 during the Thanksgiving holiday, with VIVIAN having the children in her care during the Thanksgiving
2 holiday in odd-numbered years, and KIRK having the children in his care during the Thanksgiving
3 holiday in even-numbered years.

4
5 7.4. *Spring Break:* The Spring Break vacation shall be based upon the nine-month school
6 calendar in Clark County, Nevada. The Spring Break period shall be defined as commencing the Friday
7 that school recesses before the vacation period, and shall end on at 7:00 p.m. the Sunday before school
8 recommences. KIRK shall have the children during the Spring Break vacation period in even-numbered
9 years, and VIVIAN shall have the children during the Spring Break vacation period in odd-numbered
10 years.

11
12 7.5. *Independence Day:* The Independence Day holiday shall be defined as commencing
13 July 4th at 9:00 a.m., and ending July 5th at 10:00 a.m. KIRK shall have the children in his care for the
14 Independence Day holiday during even-numbered years, and VIVIAN shall have the children in her care
15 for the Independence Day holiday in odd-numbered years.

16
17 7.6. *Other Nationally And State-Observed Holidays:* With respect to such nationally
18 observed holidays and holidays observed by the State of Nevada, to wit: 1) Martin Luther King Day; 2)
19 President's Day; 3) Memorial Day; and 4) Labor Day, VIVIAN shall have the children in her care both
20 that Monday holiday and the preceding weekend. In the event that VIVIAN does not normally have the
21 children the weekend before the Monday holiday, she shall take the weekend with the children but grant
22 the following two weekends to KIRK. KIRK shall have the children on the weekend of one Staff
23 Development Day each year (which for the 2012-2013 school year is October 12, 2012), and each Friday
24 that Nevada Day is observed (which for 2012-2013 school year is October 26, 2012). Commencing 2013,
25 Kirk shall designate the Staff Development Day weekend he will have the children in his care by
26 September 1 each year. In the event that KIRK does not normally have the children the weekend
27
28

1 following these Friday school holidays, he shall take the weekend with the children but grant the
2 following two weekends to VIVIAN. No other Staff Development Days shall create any exceptions to
3 the normal visitation schedule.

4
5 7.7. *Veteran's Day:* Veteran's Day shall be observed on the day that it falls as a holiday
6 (typically November 11), provided, however, if Veteran's Day is observed on a Monday, VIVIAN shall
7 have the preceding weekend with the children. In the event that VIVIAN does not normally have the
8 children the weekend before the Monday holiday, she shall take the weekend with the children but grant
9 the following two weekends to KIRK. KIRK shall have the children on Veteran's Day in 2016, when it
10 shall fall on a Friday, and the weekend following that Friday. In the event that KIRK does not normally
11 have the children the weekend before the Friday Veteran's Day holiday, he shall take the weekend with
12 the children but grant the following two weekends to VIVIAN.

13
14 7.8. *Father's Day:* Regardless of which parent is entitled to have the children on the
15 Sunday which is designated "Father's Day," KIRK shall be entitled to have the children from at least 10:00
16 a.m. until 8:00 p.m. that day.

17
18 7.9. *Mother's Day:* Regardless of which parent is entitled to have the children on the
19 Sunday designated as "Mother's Day," VIVIAN shall be entitled to have the children from at least 10:00
20 a.m. until 8:00 p.m. that day.

21
22 7.10. *Children's Birthdays:* The parties shall alternate having the children for the
23 children's birthdays. VIVIAN shall have the children for their birthday in odd-numbered years, and KIRK
24 shall have the children for their birthday in even-numbered years. The children's birthday shall be defined
25 as beginning at 9:00 a.m. on the birthday, and ending at 9:00 p.m. on that day.

1 8. *Miscellaneous Provisions Regarding Care of Children:*

2 8.1. While the parties recognize that the majority of exchanges shall be effectuated by
3 dropping off and picking up the children at school, when school is not in session, the parents agree that in
4 effectuating and implementing the aforementioned custody arrangements, the parent to whom the physical
5 custody of the children is to be transferred at any such time that the physical custody of the children is to
6 be changed from one parent to the other shall be responsible for picking up the children at the other
7 parent's residence (i.e., when KIRK is to have the actual physical custody of the children, KIRK shall be
8 responsible for picking up the children at VIVIAN's residence; and, conversely, when VIVIAN is to have
9 the physical custody of the children, VIVIAN shall be responsible for picking up the children at KIRK's
10 residence.
11
12

13 8.2. The parents agree that the children shall be picked up, and shall be available to be
14 picked up, at the designated times set forth above. Should a delay become necessary, the parent
15 responsible for such a necessary delay shall immediately notify the other parent to advise him or her of the
16 problem. For example, if the receiving parent is unable to pick up the children at the designated time,
17 such receiving parent shall immediately notify the other parent of that fact. Conversely, if the children are
18 not available for the receiving parent to pick up at the designated time, the receiving parent shall be
19 notified immediately by the other parent. Moreover, in the event any scheduled time cannot be kept due
20 to the illness or other unavailability of a child and/or the receiving parent, the parent unable to comply
21 with the schedule shall notify the other parent and the children as soon as reasonably possible. In the
22 event the time-shared arrangement cannot be kept due to the illness or other unavailability of a child, the
23 receiving parent shall be entitled to comparable time within thirty (30) days after the occurrence of such
24 missed time with the child(ren).
25
26
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1 9. *Child Support:* Based upon the current financial condition of the parties, and the fact that
2 neither party currently engages in full time employment, neither party shall be required to pay child
3 support to the other.
4

5 9.1. The provisions regarding child support herein are consistent with the statutory
6 requirements of NRS 125B.070 and NRS 125B.080, as applied in *Wright v. Osburn*, 114 Nev. 1367, 970
7 P.2d 1071 (1998), and *Wesley v. Foster*, 119 Nev. 110, 65 P.3d 251 (2003).
8

9 10. *Tax Exemption:* VIVIAN shall be entitled to claim Rylee as a dependent each year, and
10 KIRK shall be entitled to claim Brooke each year as a dependent until such time that Brooke is no longer
11 eligible as a tax dependent. In the year following the last year that Brooke is eligible to be claimed as a
12 tax dependent, the parties shall begin alternating Rylee as a dependant with VIVIAN claiming Rylee in the
13 first year.
14

15 10.1. *Health Insurance:* Pending the entry of a Decree of Divorce in this matter, KIRK
16 shall maintain the minor children on the current policy of health insurance, and pay all healthcare
17 expenses for the minor children not covered by insurance, with community funds. Commencing upon the
18 first day of the month following the filing of a Decree of Divorce in this matter, KIRK shall be solely
19 responsible for any premiums for such insurance, or for a policy reasonably comparable in benefits and
20 premiums, which policy shall be chosen by KIRK. The parties shall be equally responsible for
21 deductibles or co-pays required by the insurance policy, and any and all expenses for the healthcare costs
22 of the minor children not covered by the insurance, including orthodontic and optical expenses, until such
23 time as each child, respectively, reaches the age of eighteen (18), or if still in high school, the age of
24 nineteen (19), marries, or otherwise becomes emancipated.
25

26 10.2. *Documentation of Out-of-Pocket Expenses Required:* A party who incurs an
27 out-of-pocket expense for medical care is required to document that expense and provide the other party
28

1 proof of payment of that expense. A receipt of payment from the health care provider is sufficient to prove
2 the expense so long as it has the name of the child on it and shows an actual payment by the party seeking
3 reimbursement.

4
5 10.3. *Timely Submission of Requests for Reimbursement:* The party who has paid or
6 incurred a health care expense for a minor child must submit a claim for reimbursement to the insurance
7 company within the deadline required for reimbursement by the insurance policy. If a party fails to timely
8 submit such a claim for reimbursement, and the claim is denied by the insurance company as untimely,
9 that party shall pay the entire amount which would have been paid by the insurance company as well as
10 one-half of the expense which would not have been paid by insurance if the claim had been timely filed.

11
12 10.4. *Mitigation of Health Expenses Required; Use of Covered Insurance Providers:* Each
13 party has a duty to mitigate medical expenses incurred by or for the minor children. Absent compelling
14 circumstances, a party must take the minor children to a health care provider covered by the insurance in
15 effect and use preferred or covered providers, if available, in order to minimize the cost of healthcare for
16 the minor children. The burden is on the party using a non-covered health care provider to demonstrate
17 that the choice not to use a covered provider, or the lowest cost option under the policy, was reasonably
18 necessary in the particular circumstances. If the Court finds the choice of a non-covered or more
19 expensive covered provider was not reasonably necessary, then the Court may impose a greater portion of
20 financial responsibility for the cost of that health care on the party who incurred that expense up to the full
21 amount which would have been provided by the lowest cost insurance choice.

22
23
24 10.5. *Sharing of Insurance Information Required:* The party providing insurance coverage
25 for the children has a continuing obligation to provide insurance information to the other party including,
26 but not limited to, copies of policies and policy amendments as they are received, claim forms, preferred
27 provider lists (as modified from time to time), and identification cards. If the insuring party fails to timely
28

1 supply any of the above items to the other party, and that failure results in a denial of a claim because of
2 the non-insuring party's failure to comply with the procedures required by the amended or updated
3 insurance policies, the party providing insurance shall be responsible for all healthcare expenses incurred
4 by the minor child for any claim that would have been covered by insurance.
5

6 10.6. *Reimbursement For Out-of-Pocket Expenses:* A party that seeks reimbursement for
7 one-half of an unreimbursed healthcare expense he or she has incurred on behalf of a minor child must
8 submit such request for reimbursement to the other party within thirty (30) days of incurring such expense
9 or being advised by the provider that such expense would not be reimbursed. If a party fails to request
10 such reimbursement with that time period, that party shall forfeit any right to seek reimbursement. A
11 party who receives a written request for contribution for an unreimbursed health care expense for a child
12 incurred by the other party must reimburse the other party one-half of that expense within thirty (30) days
13 of receipt of the written request for contribution. The party receiving the request for contribution must
14 raise any objection to the request for contribution within the thirty (30) day period after the request for
15 contribution is received or shall be deemed to have waived such objection. Any objection to the request
16 for contribution must be made in writing.
17

18 10.7. *Sharing Insurance Reimbursement:* Any reimbursements for payments made directly
19 by a party or the parties to any healthcare provider for a minor child shall be distributed according to the
20 amount of payment by each party. If a party receives such a reimbursement, that party shall distribute the
21 reimbursement within seven (7) days of its receipt.
22

23 10.8. *Effect of Not Obtaining or Maintaining Required Health Insurance Coverage:* If
24 either party is individually required to provide health insurance or pay other health care related costs for
25 the parties' minor children and fails to do so, that party shall be responsible for that portion of any medical
26 expense that would have been paid by a reasonably priced insurance policy available at the time. Should
27
28

1 the party obligated to provide health insurance for the minor children lose that ability, the parties shall
2 jointly choose and pay for an alternative policy. The Court shall reserve jurisdiction to resolve any
3 dispute relating to alternative insurance.
4

5 ***Mandatory provisions:*** The following statutory notices relating to custody/visitation of the minor
6 children are applicable to the parties herein:

7 Pursuant to NRS 125C.200, the parties, and each of them, are hereby placed on notice that if either
8 party intends to move their residence to a place outside the State of Nevada, and take the minor children
9 with them, they must, as soon as possible, and before the planned move, attempt to obtain the written
10 consent of the other party to move the minor children from the State. If the other party refuses to give
11 such consent, the moving party shall, before they leave the State with the children, petition the Court for
12 permission to move with the children. The failure of a party to comply with the provision of this section
13 may be considered as a factor if a change of custody is requested by the other party. This provision does
14 not apply to vacations outside the State of Nevada planned by either party.
15

16 The parties, and each of them, shall be bound by the provisions of NRS 125.510(6) which state, in
17 pertinent part:
18

19 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
20 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS
21 ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED
22 IN NRS 193.130. NRS 200.359 provides that every person having a limited
23 right of custody to a child or any parent having no right of custody to the child
24 who willfully detains, conceals or removes the child from a parent, guardian or
25 other person having lawful custody or a right of visitation of the child in
26 violation of an order of this court, or removes the child from the jurisdiction of
27 the court without the consent of either the court or all persons who have the
28 right to custody or visitation is subject to being punished by a category D felony
as provided in NRS 193.130.

1 Pursuant to NRS 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980,
2 adopted by the 14th Session of The Hague Conference on Private International Law are applicable to the
3 parties:

4 Section 8. If a parent of the child lives in a foreign country or has significant
5 commitments in a foreign country:

6 (a) The parties may agree, and the Court shall include in the Order for custody
7 of the child, that the United States is the country of habitual residence of the
8 child for the purpose of applying the terms of the Hague Convention as set forth
9 in Subsection 7.

10 (b) Upon motion of the parties, the Court may order the parent to post a bond if
11 the Court determines that the parents pose an imminent risk of wrongfully
12 removing or concealing the child outside the country of habitual residence. The
13 bond must be in an amount determined by the Court and may be used only to
14 pay for the cost of locating the child and returning him to his habitual residence
15 if the child is wrongfully removed from or concealed outside the country of
16 habitual residence. The fact that a parent has significant commitments in a
17 foreign country does not create a presumption that the parent poses an imminent
18 risk of wrongfully removing or concealing the child."

19 The State of Nevada in the United States of America is the habitual residence of the parties'
20 children.

21 The parties, and each of them, are hereby placed on notice that, pursuant to NRS 125.450, a parent
22 responsible for paying child support is subject to NRS 31A.010 through NRS 31A.340, inclusive, and
23 Sections 2 and 3 of Chapter 31A of the Nevada Revised Statutes, regarding the withholding of wages and
24 commissions for the delinquent payment of support, that these statutes and provisions require that, if a
25 parent responsible for paying child support is delinquent in paying the support of a child that such person
26 has been ordered to pay, then that person's wages or commissions shall immediately be subject to wage
27 assignment and garnishment, pursuant to the provisions of the above-referenced statutes.

28 The parties acknowledge, pursuant to NRS 125B.145, that an order for the support of a child, upon
the filing of a request for review by:

(a) The welfare division of the department of human resources, its designated representative or the district attorney, if the welfare division or the district attorney has jurisdiction in the case; or,

(b) a parent or legal guardian of the child,

must be reviewed by the court at least every 3 years pursuant to this section to determine whether the order should be modified or adjusted. Further, if either of the parties is subject to an order of child support, that party may request a review pursuant the terms of NRS 125B.145. An order for the support of a child may be reviewed at any time on the basis of changed circumstances.

IT IS SO STIPULATED.

SMITH & TAYLOR

JOLLEY, URGAL WIRTH, WOODBURY &
STANDISH

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
64 N. Pecos Road, Suite 700
Henderson, Nevada 89074
(702) 990-6448

EDWARD L. KAINEN, ESQ.
Nevada State Bar No. 005029
10091 Park Run Dr. #110
Las Vegas, Nevada 89145
(702) 823-4900

Attorney for Defendant Vivian Harrison

Attorney for Plaintiff Kirk Harrison

VIVIAN HARRISON

KIRK HARRISON

Good Cause appearing,

IT IS SO ORDERED this 11th day of JULY 2012.

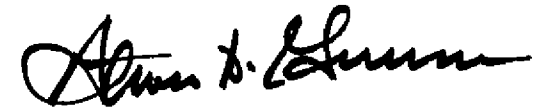
DISTRICT JUDGE

Respectfully Submitted:

SMITH & TAYLOR

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
64 N. Pecos Road, Suite 700
Henderson, Nevada 89074
Attorneys for Defendant Vivian Harrison

EXHIBIT “5”



CLERK OF THE COURT

1 NOE
EDWARD L. KAINEN, ESQ., #5029
2 ANDREW L. KYNASTON, ESQ., #8147
KAINEN LAW GROUP, PLLC
3 10091 Park Run Drive, Suite 110
Las Vegas, Nevada 89145
4 Telephone (702) 823-4900
Facsimile (702) 823-4488
5 Administration@KainenLawGroup.com

6 THOMAS STANDISH, ESQ., #1424
STANDISH LAW GROUP
7 1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
8 Telephone (702) 998-9344
Facsimile (702) 998-7460
9 tjs@standishlaw.com
Co-counsel for Plaintiff

10
11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 KIRK ROSS HARRISON,

14 Plaintiff,

15 vs.

16 VIVIAN MARIE LEE HARRISON,

17 Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing: 12/18/2013
Time of Hearing: 11:00 a.m.

18 **NOTICE OF ENTRY OF ORDER**

19 TO: VIVIAN MARIE LEE HARRISON, Defendant; and

20 TO: RADFORD SMITH, ESQ., and GARY SILVERMAN, ESQ., Defendant's Attorneys:

21 PLEASE TAKE NOTICE that on the 17th day of December, 2013, the Honorable Bryce
22 Duckworth entered an Order, a copy of which is attached hereto.

23 DATED this 19th day of December, 2013.

24 KAINEN LAW GROUP, PLLC

25 By: 

26 EDWARD L. KAINEN, ESQ.
Nevada Bar No. 5029
27 ANDREW L. KYNASTON, ESQ.
Nevada Bar No. 8147
10091 Park Run Drive, Suite 110
28 Las Vegas, Nevada 89145
Attorney for Plaintiff

KAINEN LAW GROUP, PLLC
10091 Park Run Drive, Suite 110
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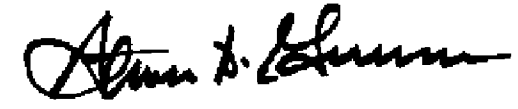
CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 19th day of December, 2013, I served a true and correct copy of the foregoing *Notice of Entry of Order* via the United States Mail, in a sealed envelope, first class, postage prepaid to the following:

Radford J. Smith, Esq.
64 N. Pecos Road, Suite 700
Henderson, Nevada 89074

Gary Silverman, Esq.
6140 Plumas St., #200
Reno, Nevada 89519


An Employee of
KAINEN LAW GROUP, PLLC



CLERK OF THE COURT

ORDR

EDWARD L. KAINEN, ESQ.
Nevada Bar No. 5029
ANDREW L. KYNASTON, ESQ.
Nevada Bar No. 8147
KAINEN LAW GROUP, PLLC
10091 Park Run Drive, Suite 110
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Telephone (702) 823-4900
Facsimile (702) 823-4488
Administration@KainenLawGroup.com

THOMAS STANDISH, ESQ.
Nevada Bar No. 1424
JOLLEY URGAS WIRTH WOODBURY & STANDISH
3800 Howard Hughes Parkway, 16th Fl.
Las Vegas, Nevada 89169
Telephone (702) 699-7500
Facsimile (702) 699-7555
tjs@juww.com

Co-counsel for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KIRK ROSS HARRISON,

Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing: 10/30/13
Time of Hearing: 10:00 a.m.

ORDER

This matter having come on for hearing this 30th day of October, 2013, before the Honorable Bryce Duckworth, Plaintiff, KIRK ROSS HARRISON ("Father"), present and represented by and through his attorneys, EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS STANDISH, ESQ., of the law firm of JOLLEY URGAS WIRTH WOODBURY & STANDISH, and Defendant, VIVIAN MARIE HARRISON ("Mother"), present and represented by and

RECEIVED

DEC 03 2013

**FAMILY COURT
DEPARTMENT Q**

KAINEN LAW GROUP, PLLC
10091 Park Run Drive, Suite 110
Las Vegas, Nevada 89145
702.823.4900 • Fax 702.823.4488
www.KainenLawGroup.com

1 through her attorneys, RADFORD J. SMITH, ESQ., of the law firm of RADFORD J. SMITH,
2 CHARTERED, and GARY SILVERMAN, ESQ., of the law firm of SILVERMAN, DECARIA &
3 KATTELMAN, CHARTERED; the Court having reviewed the papers and pleadings on file herein,
4 being fully advised in the premises, and good cause appearing, makes the following Orders:

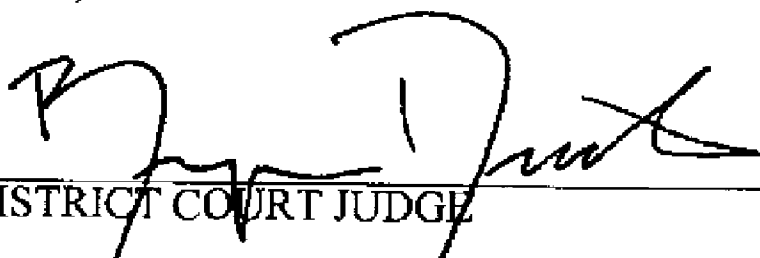

5 IT IS HEREBY ORDERED that Father's "Motion to Modify Order Resolving
6 Parent/Child Issues and for Other Equitable Relief" and Mother's "Countermotion to Resolve
7 Parent/Child Issues, To Continue Hearing on Custody Issues, for an Interview of the Minor Children,
8 and for Attorney's Fees and Sanctions" are denied.

9 IT IS FURTHER ORDERED that the Court will address the issue of a Parenting
10 Coordinator and therapist for the children in separate, independent Orders.

11 IT IS FURTHER ORDERED that, with respect to any future filings with the Court, both
12 parties shall adhere to the 30-page limit unless they have received permission from the Court to exceed
13 said 30-page limit.


14 IT IS FURTHER ORDERED that the Court will issue a separate written Order regarding
15 each party's request for attorney's fees and costs herein.

16 DATED this DEC 12 2013 day of December, 2013.

17
18 
19 DISTRICT COURT JUDGE 

20 Submitted by:

21 KAINEN LAW GROUP, PLLC

22
23 By: 
24 EDWARD L. KAINEN, ESQ.
25 Nevada Bar No. 5029
26 10091 Park Run Drive, Suite 110
27 Las Vegas, Nevada 89145
28 Attorney for Plaintiff

Approved as to form and content:

RADFORD J. SMITH, CHARTERED

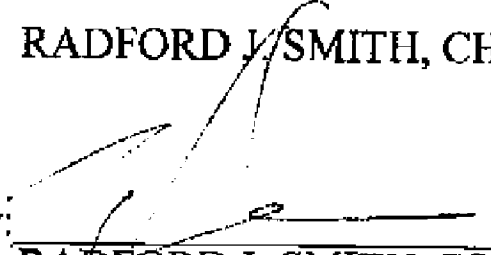
By: 
RADFORD J. SMITH, ESQ.
Nevada Bar No. 2791
64 N. Pecos Road, Suite 700
Henderson, Nevada 89074
Attorney for Defendant

EXHIBIT “6”

DECD



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D

DEPT NO. Q

DECREE OF DIVORCE

The above-entitled cause having come on regularly for hearing on the 3rd day of December, 2012, before the above-entitled Court, Plaintiff, KIRK ROSS HARRISON ("Kirk") appearing in person and through his attorneys, THOMAS J. STANDISH, ESQ., of the law firm of JOLLEY, URGAS, WIRTH, WOODBURY & STANDISH, and EDWARD L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and Defendant, VIVIAN MARIE LEE HARRISON ("Vivian") appearing in person and through her attorney, RADFORD J. SMITH, ESQ., of RADFORD J. SMITH, CHARTERED; Vivian's Answer having been entered, and the parties having waived the making, filing and service of Findings of Fact and Conclusions of Law, and the giving of any and all notices required by law or rules of the District Court; the Court having heard the testimony of witnesses sworn and examined in open Court, the cause having been submitted for decision and judgment, and the Court being fully advised, finds:

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

☐ Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR

Non-Trial Dispositions:

YCE C. DUCKWORTH
DISTRICT JUDGE

MILY DIVISION, DEPT. Q
VEGAS, NEVADA 89101

1 That the Court has jurisdiction in the premises, both as to the subject matter
2 thereof as well as the parties thereto; that Kirk has been domiciled in this State for more
3 than six weeks preceding the commencement of this action, and that Kirk is now
4 domiciled in and is an actual, bona fide resident of the State of Nevada; that the Kirk
5 is entitled to an absolute Decree of Divorce on the grounds set forth in Kirk's Complaint.
6

7 The Court further finds that there are two minor children the issue of this
8 marriage, to-wit: EMMA BROOKE HARRISON ("Brooke"), born June 26, 1999, and
9 RYLEE MARIE HARRISON ("Rylee"), born January 24, 2003. There are no adopted
10 children of the parties and to the best of her knowledge, Vivian is not currently
11 pregnant.
12

13 The Court further finds that the child custody, support and related issues
14 regarding the parties' two minor children previously were resolved by way of the
15 Stipulation and Order Resolving Parent/Child Issues entered into between the parties,
16 and filed on July 11, 2012.
17

18 The Court further finds that each party has warranted that the property
19 adjudicated in this Decree of Divorce constitutes all property belonging to the parties,
20 and there is no other property (inclusive of any ventures and/or enterprises that might
21 come to fruition at a later time), income, claims, or intangible rights owed or belonging
22 to either party not set forth herein. The Court further finds that the adjudication of
23 property herein is based on the agreement of the parties as reflected in the record made
24 by the parties at the hearing on December 3, 2012, as well as the common terms set
25 forth in their proposed Decrees submitted to the Court. The Court further finds that,
26
27
28

1 based on representations made to the Court (and excluding the equalizing division of
2 retirement accounts to be effectuated by entry of a QDRO), the parties have effectuated
3 the equal division of the financial accounts adjudicated in this Decree. Further, an
4 equalizing payment previously was made to equalize the division of assets pursuant to
5 NRS 125.150, including the division of real and personal property. This Court further
6 finds that, except for those child-related accounts specifically referenced herein, no other
7 account for which a child of the parties is an intended beneficiary is adjudicated herein.
8
9

10 This Court further finds that each party hereto has represented and warranted to
11 the other party that he or she has made full and fair disclosure of the property and
12 interests in property owned or believed to be owned by him and/or her, either directly
13 or indirectly. The parties have acknowledged that they are aware that each has methods
14 of discovery available to him or her in the prosecution of their divorce action to
15 investigate the community and separate assets of the other. Both have acknowledged
16 that they are entering this settlement without performing any additional discovery, and
17 that they have instructed their counsel to forego such additional discovery.
18
19

20 This Court further finds that each party has admitted and agreed that they each
21 have had the opportunity to discuss and consult with independent tax counselors, other
22 than the attorneys of record in the divorce action between the parties, concerning the
23 income tax and estate tax implications and consequences with respect to the agreed upon
24 division of the properties and indebtedness herein, and that Jolley, Urga, Wirth,
25 Woodbury & Standish, Kainen Law Group, PLLC, Radford J. Smith, Chartered, and
26
27

28 . . .

1 Silverman, Decaria & Kattelman were not expected to provide and, in fact, did not
2 provide tax advice concerning this Decree of Divorce.

3
4 Based on the foregoing findings, and good cause appearing therefore,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of
6 matrimony heretofore and now existing between Kirk and Vivian be, and the same are
7 hereby wholly dissolved, and an absolute Decree of Divorce is hereby granted to the
8 parties, and each of the parties hereto is hereby restored to the status of a single,
9 unmarried person.
10

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the terms and
12 provisions of the Stipulation and Order Resolving Parent/Child Issues entered into
13 between the parties, and filed on July 11, 2012, are hereby incorporated by reference as
14 if fully stated herein.
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties
17 complete the seminar for separating parents as required by EDCR 5.07 within 30 days
18 from the date of entry of this Decree.
19

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, should either
21 party intend to move his or her residence to a place outside the State of Nevada, and
22 take the minor children with him or her, said party must, as soon as possible, and before
23 the planned move, attempt to obtain the written consent of the other party to move the
24 minor children from the State. If the other party refuses to give that consent, the party
25 planning the move shall, before he or she leaves the State with the minor children,
26 petition the Eighth Judicial District Court of the State of Nevada, in and for the County
27
28

1 of Clark, for permission to move the children. The failure of the party planning the
2 move to comply with this provision may be considered as a factor if a change of custody
3 is requested by the other party. This provision does not apply to vacations planned by
4 either party outside the State of Nevada.
5

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties are
7 subject to the provision of NRS 125.510(6) for violation of the Court's Order:
8

9 PENALTY FOR VIOLATION OF ORDER:

10 The abduction, concealment or detention of a child in violation of
11 this Order is punishable as a category D felony as provided in NRS
12 193.130. NRS 200.359 provides that every person having a limited right
13 of custody to a child or any parent having no right to the child who
14 willfully detains, conceals or removes the child from a parent, guardian or
15 other person having lawful custody or a right of visitation of the child in
16 violation of an order of this court, or removes the child from the
17 jurisdiction of the court without the consent of either the court or all
18 persons who have the right to custody or visitation is subject to being
19 punished for a category D felony as provided in NRS 193.130.

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to
21 NRS 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980,
22 adopted by the 14th Session of the Hague Conference on Private International Law are
23 applicable to the parties:
24

25 "Section 8. If a parent of the child lives in a foreign country or has
26 significant commitments in a foreign country:

27 (a) The parties may agree, and the Court shall include in
28 the Order for custody of the child, that the United States is the country of
habitual residence of the child for the purposes of applying the terms of the
Hague Convention as set forth in Subsection 7.

(b) Upon motion of the parties, the Court may order the
parent to post a bond if the Court determines that the parent poses an
imminent risk of wrongfully removing or concealing the child outside the
country of habitual residence. The bond must be in an amount
determined by the Court and may be used only to pay for the cost of

1 locating the child and returning him to his habitual residence if the child
2 is wrongfully removed from or concealed outside the country of habitual
3 residence. The fact that a parent has significant commitments in a foreign
4 country does not create a presumption that the parent poses an imminent
risk of wrongfully removing or concealing the child."

5 The State of Nevada is the habitual residence of the minor children herein.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, based upon
7 the current financial condition of the parties, and the fact that neither party currently
8 engages in full-time employment, neither party shall be required to pay child support to
9 the other.
10

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a parent
12 responsible for paying child support is subject to wage assignment with their employer
13 pursuant to NRS 31A.025 to 31A.190, inclusive, should they become thirty (30) days
14 delinquent in their child support payments.
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the amount of
17 child support in this matter shall be reviewed every three (3) years pursuant to NRS
18 125B.145.
19

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions
21 regarding child support in this matter conform to the statutory guidelines as set forth in
22 NRS 125B, as applied in *Wright v. Osburn*, 114 Nev. 1367, 970 P.2d 1071 (1998) and
23 *Wesley v. Foster*, 119 Nev. 110, 65 P.3d 251 (2003).
24

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall
26 submit the information required in NRS 125B.055, NRS 125.130 and NRS 125.230 on
27 a separate form to the Court and the Welfare Division of the Department of Human
28

1 Resources within ten days from the date this Decree is filed. Such information shall be
2 maintained by the Clerk in a confidential manner and not part of the public record.
3
4 Each party shall update the information filed with the Court and the Welfare Division
5 of the Department of Human Resources within ten days should any of that information
6 become inaccurate.

7
8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to
9 the agreement placed on the record before this Court, each party hereby irrevocably
10 waives, releases and relinquishes any rights which either party may have acquired by
11 virtue of their marriage, to any alimony or spousal support of any kind, including lump
12 sum alimony or periodic payments, or to any other Court-ordered compensation or
13 support intended to act as or supplant alimony or spousal support. Each party herein
14 irrevocably waives and releases to the other party all claims, rights and demands of every
15 character or description with respect to alimony or spousal support of any type, now or
16 hereafter, based on any and all circumstances in the present or future, whether
17 foreseeable or unforeseeable.
18
19

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Vivian shall
21 have confirmed to her as her sole and separate property, free of any claims by Kirk, the
22 sole ownership in and to the following:
23

- 24 1. A one-half interest in the income and distributions of Kirk's business
25 interest in the Tobacco Contract, which Kirk has warranted and
26 represented is the only asset of the business known as Harrison, Kemp &
27 Jones Chartered. Kirk shall pay to Vivian one-half of all net income and
28

1 distributions therefrom, net of the maximum tax rate. To the extent the
2 actual taxes attributable to the income and distributions are less than the
3 maximum tax rate, Kirk shall refund to Vivian the corresponding amount
4 associated with her one-half interest. There shall be an annual accounting
5 of said income and distributions to determine the extent of any refund.
6

7
8 2. The prior balance in the business account associated with Harrison
9 Dispute Resolution at Bank of America ending in 4668 was previously
10 equally divided between the parties whereby each party received
11 \$115,836.47 on or about December 24, 2012.

12
13 3. A twelve and one-half percent (12.5%) interest in The Measo Associates,
14 a Nevada General Partnership, currently held in Kirk's sole name. The
15 parties currently have a 25% interest in The Measo Associates. Following
16 the entry of the Decree of Divorce, the interest shall be equally divided,
17 allocating 12.5% to each party as his or her respective sole and separate
18 property.
19

20 4. The approximate nine percent (9%) interest in Geothermic Solution, LLC,
21 currently held in Kirk's sole name, shall be placed in a trust whereby Kirk
22 and Vivian shall each receive any and all rights or benefits to one-half of
23 said interest. If, for any reason, it is illegal, will jeopardize the legal status
24 of the LLC, or is otherwise impermissible under the organizational
25 documents of Geothermic Solution, LLC, to transfer the interest into a
26 trust, then the parties agree to work with one another so that Vivian is
27
28

1 equitably entitled to one-half of the approximate 9% interest in
2 Geothermic Solution, LLC, either directly or by control of any and all
3 rights or benefits arising from that interest.
4

5 5. One-half of the balance in the Boulder Dam Credit Union savings account
6 ending in 9005, as of September 11, 2012. Said account is currently in
7 Vivian's name. Following the equal division of the balance contained in
8 the account, Vivian shall retain this account.
9

10 6. One-half of the balance in the Boulder Dam Credit Union DDA account
11 ending in 9005, as of September 11, 2012. Said account is currently in
12 Vivian's name. Following the equal division of the balance contained in
13 the account, Vivian shall retain this account.
14

15 7. One-half of the balance in the Bank of America DDA account ending in
16 1400, as of September 11, 2012. Said account is currently in Vivian's
17 name. Following the equal division of the balance contained in the
18 account, Vivian shall retain this account.
19

20 8. The prior balance in the Bank of America money market account ending
21 in 5111 was previously equally divided between the parties, whereby each
22 party received \$124,809.55 on or about December 24, 2012.
23

24 9. One-half of the balance in the Bank of America checking account ending
25 in 4040, with a balance of \$36,346.02 as of February 5, 2013.
26

27 10. One-half of the balance in the Bank of America account ending in 8682,
28 with a balance of \$6,638.54 as of January 7, 2013.

11. One-half of the balance in the Nevada Bank & Trust account ending in 2713, with a balance of \$740.42 as of February 4, 2013.
12. One-half of the balance in the Nevada Bank & Trust account ending in 1275 (Certificate of Deposit), with a balance of \$16,360.45 as of February 5, 2013.
13. One-half of the balance in the Wells Fargo account ending in 8032 (Certificate of Deposit), with a balance of \$28,809.58 as of February 5, 2013.
14. One-half of the balance of the Bank of America account ending in 8278, with a balance of \$46,622.74 as of February 14, 2013.
15. The prior balance in the UBS RMA account ending in 7066 was previously equally divided between the parties, whereby each party received \$455,727.35 on or about September 14, 2012.
16. The prior balance in the UBS RMA account ending in 3201 was previously equally divided between the parties, whereby each party received \$51,458.17 on or about September 11, 2012.
17. The prior balance in the Vanguard account ending in 4530/3952 was previously equally divided between the parties, whereby each party received, on or about September 27, 2012, the following: \$365,071.73, one thousand shares of GLD, \$37,500.00 par value Missouri State Water Pollution Control municipal bonds, and \$37,500.00 par value Elgin, Texas School District municipal bonds.

- 1 18. The prior balance in the Charles Schwab account ending in 4245 was
2 previously equally divided between the parties, whereby each party
3 received \$386,293.42 on or about September 11, 2012.
4
- 5 19. With respect to the Legacy Treasury Direct account ending in 6330, this
6 account previously had a balance of \$4,200,000.00. Of this amount,
7 \$3,200,00.00 was equally divided by the parties whereby each party
8 received \$1,600,000.00 on or about September 17, 2012. Following the
9 settlement between the parties and after the division of assets was
10 memorialized on the record during the hearing before the Court on
11 December 3, 2012, the then remaining balance of the Legacy Treasury
12 Direct account ending in 6330, which was "reserved to equalize the
13 division of assets," was utilized to equalize the division of assets between
14 the parties with Vivian receiving \$470,800.00 and Kirk receiving
15 \$529,200.00 on or about December 20, 2012. Said distributions fully
16 liquidated the Legacy Treasury Direct account ending in 6330 and it no
17 longer exists.
18
- 19 20. The entire balance in Vivian's Charles Schwab IRA account ending in
20 2759. Said account is in Vivian's name and Vivian shall retain the
21 account.
22
- 23 21. A portion of Kirk's UBS Profit Sharing Plan account ending in 3354, with
24 a balance of \$797,335.53 as of December 31, 2012, which shall be utilized
25 to equalize the difference between the combined total of Kirk's UBS IRA
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1 account ending 3211 and UBS KJ&C Pooled account ending 722-140 with
2 Vivian's Charles Schwab IRA account ending 2759. Following entry of the
3 Decree of Divorce a Qualified Domestic Relations Order ("QDRO") shall
4 be utilized for the division of this account. A QDRO has been prepared,
5 circulated, and is in the process of being finalized. This Court shall retain
6 jurisdiction to enter said qualified order.
7

8
9 22. One-half of the gold and silver coins acquired by the parties during
10 marriage. Vivian has received the following gold coins: 55 American Eagle
11 gold coins, 55 Canadian Maple Leaf gold coins, and 55 S. African
12 Krugerrand gold coins. Vivian has received 2,500 Silver Eagle silver coins.
13

14 23. The 2011 Toyota Avalon.

15 24. The Colt Government Model 380 semi-automatic pistol and the Smith &
16 Wesson Model 37 – 38 caliber Chief's Special Airweight revolver.
17

18 25. All personal property items identified and appraised by Joyce Newman as
19 set forth in the "Summary Appraisal Report Volume I of II" with an
20 effective date of November 20, 2012, except for the following enumerated
21 items: 21 Stairmaster; 24 Elliptical; 25 Vectra; 26 Rotator Cuff; 28 Bike;
22 29 Shop Stool; 30 Block bells; 31 Bench; 35 Foosball; 38 Grey lockers; 40
23 2000 truck; 41 Acura; 42 Silverado; 43 Safe; 74 Pool Table; 75 Upright
24 Piano; 76 Credenza/file; 77 Display Cabinet; 78 Four leather stools; 80
25 work on paper; 81 work on paper; 82 work on paper; 83 pool Cues; 84
26 Desk; 85 work on paper; 86 work on paper; 87 work on paper; 88 work on
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1 paper; 116 Chest Table; 117 Side Table; 121 Side Table; 126 Rug; 127
2 Rug; 129 Side Table; 130 Bedroom Suite; 131 Iron bed; 132 Armchair.

3
4 26. Except as provided otherwise herein, any and all Vivian's clothing, jewelry,
5 articles of personal adornment, miscellaneous personal possessions, and
6 personal affects, including family heirlooms and personal property received
7 by gift or inheritance.

8
9 27. The residence located at 1514 Sunrise Circle, Boulder City, Nevada (Parcel
10 #186-17-501-004), with a stipulated value of \$760,000.00, together with
11 all improvements thereon and all appurtenances thereto. Kirk shall
12 execute a quitclaim deed waiving and releasing any interest whatsoever in
13 the residence located at 1514 Sunrise Circle, Boulder City, Nevada.

14
15 28. The residence located at 213 Jasmine Way, Boulder City, Nevada (Parcel
16 #186-04-516-097), together with all improvements thereon and all
17 appurtenances thereto.

18
19 29. The residence located at 1521 Sunrise Circle, Boulder City, Nevada (Parcel
20 #186-17-510-011), together with all improvements thereon and all
21 appurtenances thereto.

22
23 30. The money and/or property each party receives pursuant to this Decree
24 shall be included for all purposes in the amount each party receives as part
25 of the ultimate resolution in the divorce between the parties, including any
26 and all entities or properties formed or purchased with their respective
27 portions of the distribution identified herein.
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kirk shall have
2 confirmed to him as his sole and separate property, free of any claims by Vivian, the sole
3 ownership in and to the following:
4

- 5 1. A one-half interest in the income and distributions of Kirk's business
6 interest in the Tobacco Contract, which Kirk has warranted and
7 represented is the only asset of the business known as Harrison, Kemp &
8 Jones Chartered. Kirk shall pay to Vivian one-half of all net income and
9 distributions therefrom, net of the maximum tax rate. To the extent the
10 actual taxes attributable to the income and distributions are less than the
11 maximum tax rate, Kirk shall refund to Vivian the corresponding amount
12 associated with her one-half interest. There shall be an annual accounting
13 of said income and distributions to determine the extent of any refund.
14
15 2. The entire interest in Harrison Dispute Resolution, LLC. The prior
16 balance in the business account associated with Harrison Dispute
17 Resolution at Bank of America ending in 4668 was previously equally
18 divided between the parties whereby each party received \$115,836.47 on
19 or about December 24, 2012. Kirk shall retain this account.
20
21 3. A twelve and one-half percent (12.5%) interest in The Measo Associates,
22 a Nevada General Partnership, currently held in Kirk's sole name. The
23 parties currently have a 25% interest in The Measo Associates. Following
24 the entry of the Decree of Divorce, the interest shall be equally divided,
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...

1 allocating 12.5% to each party as his or her respective sole and separate
2 property.
3

- 4 4. The approximate nine percent (9%) interest in Geothermic Solution, LLC,
5 currently held in Kirk's sole name, shall be placed in a trust whereby Kirk
6 and Vivian shall each receive any and all rights or benefits to one-half of
7 said interest. If, for any reason, it is illegal, will jeopardize the legal status
8 of the LLC, or is otherwise impermissible under the organizational
9 documents of Geothermic Solution, LLC, to transfer the interest into a
10 trust, then the parties agree to work with one another so that Vivian is
11 equitably entitled to one-half of the approximate 9% interest in
12 Geothermic Solution, LLC, either directly or by control of any and all
13 rights or benefits arising from that interest.
14
15

- 16 5. One-half of the balance in the Boulder Dam Credit Union savings account
17 ending in 9005, as of September 11, 2012.
18

- 19 6. One-half of the balance in the Boulder Dam Credit Union DDA account
20 ending in 9005, as of September 11, 2012.
21

- 22 7. One-half of the balance in the Bank of America DDA account ending in
23 1400, as of September 11, 2012.

- 24 8. The entire balance in the Bank of America money market account ending
25 in 5111. The prior balance in the Bank of America money market account
26 ending in 5111 was previously equally divided between the parties,
27
28

1 whereby each party received \$124,809.55 on or about December 24, 2012.

2 Said account is in Kirk's name and Kirk shall retain this account.

3
4 9. One-half of the balance in the Bank of America checking account ending
5 in 4040, with a balance of \$36,346.02 as of February 5, 2013. Following
6 the equal division of the balance contained in the account, Kirk shall retain
7 this account.

8
9 10. One-half of the balance in the Bank of America account ending in 8682,
10 with a balance of \$6,638.54 as of January 7, 2013. Said account is
11 currently in Kirk's name. Following the equal division of the balance
12 contained in the account, Kirk shall retain this account.

13
14 11. One-half of the balance in the Nevada Bank & Trust account ending in
15 2713, with a balance of \$740.42 as of February 4, 2013. Said account is
16 currently in Kirk's name. Following the equal division of the balance
17 contained in the account, Kirk shall retain this account.

18
19 12. One-half of the balance in the Nevada Bank & Trust account ending in
20 1275 (Certificate of Deposit), with a balance of \$16,360.45 as of February
21 5, 2013. Said account is currently in Kirk's name. Following the equal
22 division of the balance contained in the account, Kirk shall retain this
23 account.

24
25 13. One-half of the balance in the Wells Fargo account ending in 8032
26 (Certificate of Deposit), with a balance of \$28,809.58 as of February 5,
27

28

2013. Said account is currently in Kirk's name. Following the division of the balance contained in the account, Kirk shall retain this account.

14. The prior balance in the UBS RMA account ending in 7066 was previously equally divided between the parties, whereby each party received \$455,727.35 on or about September 14, 2012. Said account is in Kirk's name and Kirk shall retain this account.

15. The entire balance in Kirk's separate property Bank of America account ending in 2521, with a balance of \$112,024.01 as of February 14, 2013. Said account is currently in Kirk's name and Kirk shall retain this account.

16. One-half of the balance of the Bank of America account ending in 8278, with a balance of \$46,622.74 as of February 14, 2013. Said account is currently in Kirk's name. Following the division of the balance contained in the account, Kirk shall retain this account.

17. The entire balance in Kirk's separate property UBS RMA account ending in 8538, with a balance of \$382,166.83 as of January 31, 2013. Said account is in Kirk's name and Kirk shall retain this account.

18. The prior balance in the UBS RMA account ending in 3201 was previously equally divided between the parties, whereby each party received \$51,458.17 on or about September 11, 2012. Said account is in Kirk's name and Kirk shall retain this account.

19. The entire balance in the Vanguard account ending in 4530/3952. The prior balance in the Vanguard account ending in 4530/3952 was previously

1 equally divided between the parties, whereby each party received, on or
2 about September 27, 2012, the following: \$365,071.73, one thousand
3 shares of GLD, \$37,500.00 par value Missouri State Water Pollution
4 Control municipal bonds, and \$37,500.00 par value Elgin, Texas School
5 District municipal bonds. Said account is in Kirk's name and Kirk shall
6 retain the account.
7

8
9 20. The entire balance in the Charles Schwab account ending in 4245. The
10 prior balance in the Charles Schwab account ending in 4245 was
11 previously equally divided between the parties, whereby each party
12 received \$386,293.42 on or about September 11, 2012. Said account is
13 in Kirk's name and Kirk shall retain the account.
14

15 21. With respect to the Legacy Treasury Direct account ending in 6330, this
16 account previously had a balance of \$4,200,000.00. Of this amount,
17 \$3,200,00.00 of that amount was equally divided by the parties whereby
18 each party received \$1,600,000.00 on or about September 17, 2012.
19 Following the settlement between the parties and after the division of
20 assets was memorialized on the record during the hearing before the Court
21 on December 3, 2012, the then remaining balance of the Legacy Treasury
22 Direct account ending in 6330, which was "reserved to equalize the
23 division of assets," was utilized to equalize the division of assets between
24 the parties with Vivian receiving \$470,800.00 and Kirk receiving
25 \$529,200.00 on or about December 20, 2012. Said distributions fully
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1 liquidated the Legacy Treasury Direct account ending in 6330 and it no
2 longer exists.

3
4 22. The entire balance in Kirk's UBS IRA account ending in 3211, with a
5 balance of \$142,404.91 as of January 31, 2013. Said account is in Kirk's
6 name and Kirk shall retain the account.

7
8 23. The entire balance in Kirk's UBS KJ&C Pooled account ending in 722-
9 140, with a balance of \$14,011.95 as of September 30, 2012. Said
10 account is in Kirk's name and Kirk shall retain the account.

11 24. Kirk's UBS Profit Sharing Plan account ending in 3354, with a balance of
12 \$797,335.53 as of December 31, 2012, subject to Vivian's right to that
13 portion of said account necessary to equalize the difference between the
14 combined total of Kirk's UBS IRA account ending 3211 and UBS KJ&C
15 Pooled account ending 722-140 with Vivian's Charles Schwab IRA account
16 ending 2759. Following entry of the Decree of Divorce a Qualified
17 Domestic Relations Order ("QDRO") shall be utilized for the division of
18 this account. A QDRO has been prepared, circulated, and is in the process
19 of being finalized. This Court shall retain jurisdiction to enter said
20 qualified order.

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23
24 25. One-half of the gold and silver coins acquired by the parties during
25 marriage. Kirk has received the following gold coins: 55 American Eagle
26 gold coins, 55 Canadian Maple Leaf gold coins, and 55 S. African
27 Krugerrand gold coins. Kirk has received 2,500 Silver Eagle silver coins.
28

26. The 2009 Chevrolet Z71 Crew Cab pickup truck.
27. The 2008 Acura MDX.
28. The 2000 Chevrolet Z71 Extended Cab pickup truck.
29. All personal property items identified and appraised by Joyce Newman as set forth in the "Summary Appraisal Report Volume II of II" with an effective date of November 20, 2012.
30. All of the guns (except for the Colt Government Model 380 and the Smith & Wesson Model 37 – 38 caliber Airweight which have been previously provided to Vivian), together with all accessories, including, but not limited to all ammunition, gun cleaning supplies, scopes, cases, etc.
31. All of the furniture Kirk received from his parents including: his parent's bedroom set (which was in the guest bedroom); his mother's alder china cabinet and buffet; his mother's needlepoint bench that was made by her brother Ray; his mother's small wooden rocking chair; and his father's high back wooden chair with red needlepoint.
32. The following personal property items identified and appraised by Joyce Newman as set forth in the "Summary Appraisal Report Volume I of II" with an effective date of November 20, 2012: 21 Stairmaster; 24 Elliptical; 25 Vectra; 26 Rotator Cuff; 28 Bike; 29 Shop Stool; 30 Block bells; 31 Bench; 35 Foosball; 38 Grey lockers; 40 2000 truck; 41 Acura; 42 Silverado; 43 Safe; 74 Pool Table; 75 Upright Piano; 76 Credenza/file; 77 Display Cabinet; 78 Four leather stools; 80 work on paper; 81 work on

1 paper; 82 work on paper; 83 pool Cues; 84 Desk; 85 work on paper; 86
2 work on paper; 87 work on paper; 88 work on paper; 116 Chest Table; 117
3 Side Table; 121 Side Table; 126 Rug; 127 Rug; 129 Side Table; 130
4 Bedroom Suite; 131 Iron bed; 132 Armchair.

5
6 33. Except as provided otherwise herein, any and all of Kirk's clothing, jewelry,
7 articles of personal adornment, miscellaneous personal possessions, and
8 personal affects, including family heirlooms and personal property received
9 by or inheritance.

10
11 34. Parcel #6050-A-1, consisting of approximately 107.26 acres, in
12 Washington County, Utah, together with all improvements thereon and
13 all appurtenances thereto, including Water Right #208 (Harrison Spring)
14 and Water Right #71-4172 (5 acre feet), subject to Vivian's community
15 property interest therein, as well as any and all reimbursement claims to
16 the ranch property, the total amount of which the parties stipulated to
17 being \$285,000.00.

18
19
20 35. Parcel #6052, consisting of approximately 39.91 acres, in Washington
21 County, Utah, together with all improvements thereon and all
22 appurtenances thereto, including Water Right #413 (Unnamed Spring)
23 and Water Rights #71-4450 and #71-4173 (total of 4 acre feet for #71-
24 4450 & #71-4173).

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- 1 36. Parcel #6050-C, consisting of approximately 3.23 acres, in Washington
2 County, Utah, together with all improvements thereon and all
3 appurtenances thereto including Water Right #71-3613.
4
- 5 37. Parcel #6050-B, consisting of approximately .87 acres, in Washington
6 County, Utah, together with all improvements thereon and all
7 appurtenances thereto.
8
- 9 38. Parcel #6049, consisting of approximately 50.62 acres, in Washington
10 County, Utah, together with all improvements thereon and all
11 appurtenances thereto, including any and all water rights, including, but
12 not limited to, the following water rights: Water Right #138 (Tullis Spring
13 Area), Water Right #295 (Silent Spring), Water Right #296 (Tullis
14 Spring), Water Right #297 (Tullis Gulch), and Water Right #299
15 (Hideout Spring).
16
- 17 39. Parcel #6050-D, consisting of approximately 4.36 acres, in Washington
18 County, Utah, together with all improvements thereon and all
19 appurtenances thereto, including any and all water rights.
20
- 21 40. Parcel #6050-E, consisting of approximately 20.65 acres, in Washington
22 County, Utah, together with all improvements thereon and all
23 appurtenances thereto, including any and all water rights.
24
- 25 41. Parcel #6050-F, consisting of approximately 41.20 acres, in Washington
26 County, Utah, together with all improvements thereon and all
27 appurtenances thereto, including any and all water rights.
28

1 42. Vivian shall execute a quitclaim deed waiving and releasing any interest
2 whatsoever in the Utah ranch, including any and all water rights (to
3 include all parcels necessary).
4

5 43. The money and/or property each party receives pursuant to this Decree
6 shall be included for all purposes in the amount each party receives as part
7 of the ultimate resolution in the divorce between the parties, including any
8 and all entities or properties formed or purchased with their respective
9 portions of the distribution identified herein.
10

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any personal
12 property not identified and appraised by Joyce Newman in her Summary Appraisal
13 Report and not divided or otherwise confirmed to either party pursuant to the terms set
14 forth above shall be divided by way of an A/B List.
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following
17 accounts were established by Kirk for Brooke and Rylee under the Nevada Uniform Act
18 on Transfers to Minors (NUATM), and Kirk and Vivian have previously funded these
19 accounts, through annual gifts:
20

- 21 1. Charles Schwab Custodial Account of Kirk R. Harrison as Custodian for
22 Emma Brooke Harrison UNVUTMA until age 18, ending in 6622, with a
23 balance of \$33,251.70 as of December 31, 2012.
24
- 25 2. Vanguard Custodial Account of Kirk R. Harrison as Custodian for Emma
26 B. Harrison NV Unif Trans Min Act until age 18, ending in 0709, with a
27 balance of \$75,115.06 as of December 31, 2012.
28

1 3. Vanguard Custodial Account of Kirk R. Harrison as Custodian for Emma
2 B. Harrison NV Unif Trans Min Act until age 25, ending in 4276, with a
3 balance of \$210,664.16 as of December 31, 2012.
4

5 4. Vanguard Custodial Account of Kirk R. Harrison as Custodian for Rylee
6 M. Harrison NV Unif Tras Min Act until age 25, ending in 4250, with a
7 balance of \$210,094.80 as of December 31, 2012.
8

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as Rylee has
10 \$108,936.12 $[(33,251.70 + 75,115.06 + 210,664.16) - 210,094.80]$ less in her
11 accounts than Brooke has in her accounts (as a consequence of the difference in their
12 ages), Kirk and Vivian shall each make the following annual gifts (deposits) into Rylee's
13 account ending in 4250: (1) for tax year 2012, a deposit of \$10,000.00, which deposit
14 shall be made prior to April 15, 2013; (2) for tax year 2013, a deposit of \$10,000.00,
15 which deposit shall be made prior to April 15, 2014; (3) for tax year 2014, a deposit of
16 \$10,000.00, which deposit shall be made prior to April 15, 2015; (4) for tax year 2015,
17 a deposit of \$10,000.00, which deposit shall be made prior to April 15, 2016; (5) for tax
18 year 2016, a deposit of \$10,000.00, which deposit shall be made prior to April 15, 2017,
19 and (6) for tax year 2017, a deposit of \$5,000.00, which deposit shall be made prior to
20 April 15, 2018.
21
22
23

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a third party
25 custodian shall be appointed for each of the accounts identified above. If possible, the
26 parties shall designate a custodian who does not charge a custodial fee.
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that that the
2 following 4-year tuition plans were established by Vivian for Brooke and Rylee with the
3 Nevada Prepaid Tuition Program, and and Kirk and Vivian have fully funded said plans:
4

5 1. Contract Number 10002618, Purchaser: Vivian L. Harrison, Beneficiary:
6 Emma B. Harrison; Tuition Plan: 4 Year University Plan; the Contract has
7 been paid in full with total contract payments of \$7,365.00.
8

9 2. Contract Number 10400042, Purchaser: Vivian L. Harrison; Beneficiary:
10 Rylee M. Harrison; Tuition Plan: 4 Year University Plan; the Contract has
11 been paid in full with total contract payments of \$12,750.00.
12

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that these accounts
14 shall continue to be overseen by Vivian with copies of the Annual Statements of Account
15 being provided to Kirk within 10 days of receipt.

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
17 shall sell Parcel #4025-A, consisting of approximately 60 acres, in Washington County,
18 Utah, together with Water rights #81-4115 (2 acre feet) and #81-433 (5 acre feet). IT
19 IS FURTHER ORDERED that Parcel #4025-A and Water rights #81-4115 and #81-
20 433 shall be listed for sale for Two Hundred Forty-Nine Thousand Dollars
21 (\$249,000.00).
22
23

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
25 shall sell Parcel #181-28-810-002, the residential lot located at 610 Lido Drive, Boulder
26 City, Nevada. Said Parcel #181-28-810-002 shall be listed for sale for Three Hundred
27 Eighty-Nine Thousand Dollars (\$389,000.00).
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Parcel #4025-
2 A and Parcel #181-28-810-002 shall be listed with a mutually selected real estate broker
3 for a period of six months. In the event either or both subject properties has not been
4 sold or is not in escrow to be sold during any six month listing period, then beginning
5 10 days after the expiration of the prior listing, said property or properties shall be listed
6 with the same real estate broker or, at the parties' mutual election, another real estate
7 broker, and the listed price of the subject property or properties shall be 5% less than the
8 list price during the prior six month period. IT IS FURTHER ORDERED that each
9 party shall equally share the net proceeds from the sale of each subject property. IT IS
10 FURTHER ORDERED that, upon the expiration of each six month listing period, in the
11 event the subject property has not been sold or is not in escrow to be sold, either party
12 hereto shall have the right to purchase the subject property for the listed price, without
13 the payment of or obligation to pay any real estate commission, upon written notice to
14 the other party within 5 days of the expiration of the listing.
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the furniture
17 and furnishings in each of the children's bedrooms are the personal property of that
18 respective child.
19

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with respect
21 to the family photographs and videos of the older children when they were younger,
22 which are in Kirk's possession, and the family photographs, all of the negatives of the
23 family photographs, and all of the videos of Brooke and Rylee, which are in Vivian's
24 possession, each party hereto shall pay one-half of the cost to transfer all of the
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1 photographs (utilizing the negative whenever it is in existence) and all videos containing
2 one or more of the children to electronic storage and/or data base and to produce a total
3 of seven copies of that entire data base so that each party hereto and each of the children
4 have a copy. Each party shall fully cooperate with the other to facilitate the transfer and
5 copying of all photographs (negatives whenever possible) and videos which are the
6 subject of this Order.
7

8
9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party
10 hereto is solely personally responsible for any debt (including any and all credit card
11 debt) he or she has at the time this Decree of Divorce is entered. The parties agree and
12 acknowledge that the joint credit card account with Nordstrom Bank has been
13 previously closed.
14

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Vivian shall
16 remove her name from Kirk's Costco membership on or before November 1, 2013.
17

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kirk shall be
19 responsible for maintaining his own medical insurance following the entry of this Decree
20 of Divorce, and Vivian shall be responsible for maintaining her own medical insurance
21 following the entry of this Decree of Divorce.
22

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall
24 file separate tax returns for the tax year 2012 and each year thereafter. Until such time
25 as Brooke is no longer eligible as a tax dependent, Vivian shall be entitled to claim Rylee
26 as a dependent each year on her tax return, and Kirk shall be entitled to claim Brooke
27 each year as a dependent on his tax return. In the year following the last year that
28

1 Trooke is eligible to be claimed as a tax dependent, the parties shall begin alternating
2 Rylee as a dependent with Vivian claiming Rylee in the first year.

3
4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Joint
5 Preliminary Injunction that was previously issued in this matter on September 9, 2011,
6 is dissolved.

7
8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court shall
9 retain jurisdiction to adjudicate any reimbursement owed to Vivian for community
10 expenses paid from separate property monies prior to November 30, 2012. The parties
11 have designated Cliff Beadle, CPA (for Kirk), and Melissa Attanasio, CFP, (for Vivian),
12 to meet and confer to prepare an accounting of said community expenses paid from
13 separate property.
14

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court shall
16 retain jurisdiction to divide any property (or debt) later discovered that has not been
17 specifically addressed in this Decree. If the Court finds that either party has willfully
18 withheld disclosure of any property or property interests, the Court may, in its
19 discretion, award all of that property to the other party. Further, in the event of such
20 willful non-disclosure, the Court may require the non-disclosing party to pay all
21 reasonable fees and costs incurred by the other party in pursuing his or her right to a
22 division or distribution of such property.
23
24

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
26 have reserved the issue of attorney's fees incurred in the divorce action. IT IS
27 FURTHER ORDERED that, pursuant to the terms of the agreement placed on the
28

1 record, either party (or both parties) may file a motion with the Court seeking an award
2 of fees. This Court shall enter a separate order addressing the issue of attorney's fees and
3 costs. Independent of either party's pursuit of said fees and costs, IT IS FURTHER
4 ORDERED that, should either party be required to commence an action to enforce or
5 interpret the terms of this Decree, the Court shall order the non-prevailing party in that
6 action to pay the reasonable attorney's fees and costs incurred by the prevailing party,
7 including those fees and costs expended during notification or negotiation of the issue
8 presented to the Court in the action.
9

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties
12 hereto shall each execute quitclaim deeds, stock transfers, and any and all other
13 instruments that may be required in order to effectuate transfer of any and all interest
14 either may have in and to the said property hereby conveyed to the other as hereinabove
15 specified. Should either party fail to execute any of said documents to transfer interest
16 to the other, this Decree of Divorce shall constitute a full and complete transfer of the
17 interest of one to the other as hereinabove provided. Upon failure of either party to
18 execute and deliver any such deed, conveyance, title, certificate or other document or
19 instrument to the other party, this Decree of Divorce shall constitute and operate as
20 such properly executed document and the County Assessor and County Recorder and
21 any and all other public and private officials are hereby authorized and directed to
22 accept this Decree of Divorce, or a properly certified copy thereof, in lieu of the
23 document regularly required for such conveyance or transfer.
24
25
26
27
28

...

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, except as
2 otherwise specified herein, any and all property acquired, income received or liabilities
3 incurred by either of the parties hereto from and after the date of the entry of this
4 Decree of Divorce, will be the sole and separate property of the one so acquiring the
5 same, and each of the parties hereto respectively grants to the other all such future
6 acquisitions of property as the sole and separate property of the one so acquiring the
7 same and holds harmless and agrees to indemnify the other party from any and all
8 liabilities incurred.
9

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any claim,
12 action or proceeding is brought seeking to hold one of the parties hereto liable on
13 account of any debt, obligation, liability, act or omission assumed by the other party, the
14 responsible party will, at his or her sole expense, defend the innocent party against any
15 such claim or demand and he or she will indemnify, defend and hold harmless the
16 innocent party.
17

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant
20 shall retain her married name of Vivian Marie Lee Harrison.

21 DATED this 31st day of October, 2013.
22

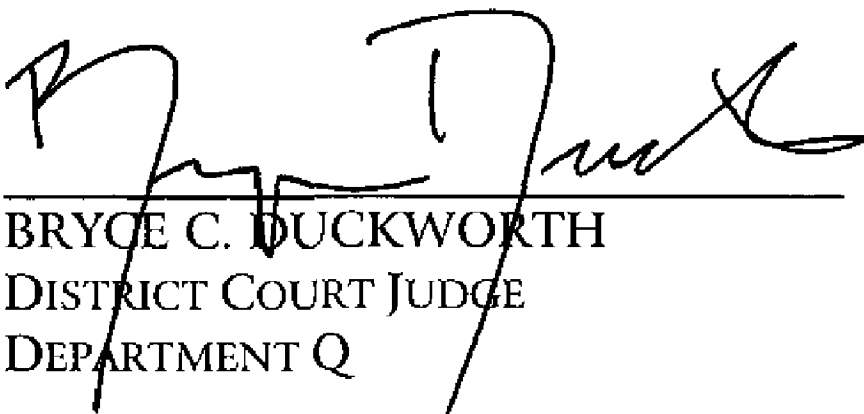
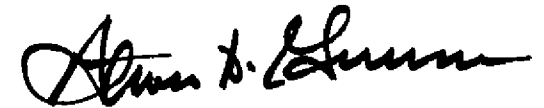
23
24 
25 BRYCE C. DUCKWORTH
26 DISTRICT COURT JUDGE
27 DEPARTMENT Q
28

EXHIBIT “7”



CLERK OF THE COURT

MOT
EDWARD KAINEN, ESQ.
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Co-counsel for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

Plaintiff,

vs.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

Date of Hearing: 09/22/2015
Time of Hearing: 10:00am

ORAL ARGUMENT REQUESTED:
YES XX NO

**PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT
SHOULD NOT BE HELD IN CONTEMPT FOR KNOWINGLY AND INTENTIONALLY
VIOLATING SECTION 2.11 AND SECTION 5 OF THE STIPULATION AND ORDER
RESOLVING PARENT/CHILD ISSUES AND THIS COURT'S ORDER OF OCTOBER 30,
2013**

COMES NOW, Plaintiff, KIRK ROSS HARRISON, by and through his attorneys EDWARD
L. KAINEN, ESQ., of the KAINEN LAW GROUP, PLLC, and THOMAS J. STANDISH, ESQ., of the
law firm STANDISH LAW GROUP, and hereby moves this Court, pursuant to NRS 22.010(3), for an
Order to Show Cause why Defendant should not be held in contempt for knowingly and intentionally
violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues, filed
July 11, 2012, and this Court's order on October 30, 2013.

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1 This Motion is made and based upon the papers and pleadings on file herein, the Affidavit of
2 Plaintiff attached hereto, the Points and Authorities submitted herewith, and oral argument of counsel
3 to be adduced at the time of hearing.

4 DATED this 21st day of August, 2015.

5 KAINEN LAW GROUP, PLC

6
7 By: 

8 EDWARD L. KAINEN, ESQ.
9 Nevada Bar No. 5029
10 10091 Park Run Drive, Suite 110
Las Vegas, NV 89145
Attorneys for Plaintiff

11 **NOTICE OF MOTION**

12 TO: VIVIAN MARIE HARRISON, Defendant; and

13 TO: RADFORD SMITH, ESQ. and GARY SILVERMAN, ESQ., counsel for Defendant:

14 PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on for
15 hearing before the above-entitled Court on the 22 day of September, 2015, at the hour of
16 10:00 a.m., or as soon thereafter as counsel may be heard.

17 DATED this 21st day of August, 2015.

18 KAINEN LAW GROUP, PLLC

19
20 By: 

21 EDWARD L. KAINEN, ESQ.
22 Nevada Bar No. 5029
23 10091 Park Run Drive, Suite 110
24 Las Vegas, Nevada 89145
25 Attorneys for Plaintiff
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 **A. Vivian Has Severely Disparaged Kirk To Brooke and, Once Again, Has**
4 **Erroneously Convinced Brooke that She is Empowered to Determine Her Own**
5 **Physical Custody**

6 Through no fault of Kirk whatsoever, a medical bill for Brooke incurred by Vivian was recently
7 sent to collection. There was an exchange of emails between Vivian and Kirk in late July of 2015,
8 wherein it became very evident that Vivian was telling Brooke that Kirk did not want to pay his own
9 daughter's (Brooke's) medical bills and that Kirk was unwilling to do anything to rectify the situation.
10 Vivian convinced Brooke, who just turned sixteen years old, that as a consequence of Kirk's supposed
11 bad behavior and lack of action that Brooke had to telephone the insurance company and, with Vivian,
12 speak to a supervisor and, as a result, **Brooke**, with Vivian, is now **"working directly with them for**
13 **reimbursement."**

14 In truth, Kirk pays for over 90% of Brooke's and Rylee's medical bills, and Kirk reimbursed
15 Vivian for his share of this bill in compliance with Section 10.6 of the custody agreement. In truth,
16 within 6 minutes of being advised the matter went to collection, Kirk contacted his insurance agent,
17 Becky Palmer, via email, and requested her to speak to the insurance company as soon as possible to
18 determine why the matter went to collection. In truth, within 33 minutes of being advised the matter
19 went to collection, Kirk advised Vivian, via email, that the insurance agent will contact Sierra Health
20 to determine the status as soon as possible. Kirk responded responsibly, quickly and appropriately in
21 an effort to address the issue as expeditiously as possible.

22 Under these circumstances, there was no justification or reason whatsoever for Vivian to have
23 even broached the matter with Brooke. Instead, it is clear that Vivian not only told Brooke about the
24 issue, but told her that her Dad did not want to pay her medical bills, was not doing anything to rectify
25 the situation and Vivian's credit was about to be ruined, and Brooke had be involved because Vivian
26 is not on the medical policy. As later noted by the insurance agent, "There is no reason for a child to
27 have to call an insurance company about a claim. Ever."

28 At about the time Vivian was erroneously telling Brooke that Kirk did not want to pay Brooke's
medical bills, both Brooke and Rylee stopped responding to Kirk's texts altogether. Within days

1 thereafter, while still in Vivian's custody and when Kirk was out of town with Joseph (Brooke's
2 brother), Brooke came to Kirk's home and removed all of the clothes from her closet and emptied most
3 of her clothes from her dresser drawers. On Wednesday morning, August 12, 2015, Kirk was to obtain
4 custody of Brooke and Rylee at 9:00 a.m. Kirk obtained custody of Rylee. However, Brooke sent a text
5 to Kirk that she is not going to switch houses anymore. Kirk has not seen or spoken to Brooke since
6 Vivian told Brooke that Kirk did not want to pay her medical bills. Vivian, and Vivian alone, has
7 created this problem by telling Brooke she is empowered to determine her own custody schedule and
8 by enraging Brooke by disparaging Kirk to Brooke.

9 The Court will recall that a similar incident occurred shortly after Brooke's fourteenth birthday
10 when Brooke, after an extended period of time with Vivian, announced she was going to live with
11 Vivian full time. The circumstantial evidence then, as now, was overwhelming that Vivian had
12 improperly influenced Brooke and convinced Brooke that she was empowered to determine her own
13 custody schedule. The Court then made it very clear that the parties had agreed to joint physical
14 custody, there was now a presumption that joint physical custody is in the children's best interests, and
15 the Court was unwilling to change the agreed to custody schedule.

16 Brooke turned sixteen on June 26, 2015 and Vivian gave her a 2011 Toyota Avalon for her
17 birthday. As a consequence of the summer vacation provision of the custody order, Vivian had Brooke
18 and Rylee for the uninterrupted period of July 13, 2015 until August 12, 2015. Just as she did two years
19 ago, in direct violation of the custody order, this Court's previous ruling when Brooke turned fourteen,
20 and EDCR 5.03, Vivian has convinced Brooke that she is empowered to determine her own custody
21 schedule and has caused Brooke to announce, yet again, she is living with Vivian full time.

22 Kirk respectfully urges the Court to send a resounding message to Vivian that the custody
23 schedule to which she agreed and this Court ordered shall be enforced and Vivian's disparagement of
24 Kirk to Brooke will not be tolerated, by issuing an order to appear and show cause why Vivian should
25 not be held in contempt.

1 **II. STATEMENT OF FACTS**

2 **A. The Court was Unequivocal in its Prior Ruling, When Vivian Previously Convinced**
3 **Brooke that She was Empowered to Determine Her Own Custody Schedule, that**
4 **there was No Basis to Change the Joint Physical Custody Schedule Agreed To By**
5 **the Parties.**

6 Brooke's 14th birthday was on June 26, 2013. Kirk had never even broached the subject of
7 custody with Brooke. Vivian had uninterrupted custody of Brooke and Rylee from June 26, 2013
8 through July 16, 2013. The very day Brooke was returned to Kirk, on July 17, 2013, Brooke told both
9 Kirk and her older sister, Whitney, that "*since I am now 14 years old, I am independent, and can decide*
10 *where I live.*"

11 Because of the way the summer vacation schedule fell, Kirk only had custody of Brooke and
12 Rylee for those two days – July 17 & 18, 2013 – before Vivian again had Brooke and Rylee from July
13 19, 2013 until August 1, 2013. In fact, because of the summer vacation schedule, Vivian had custody
14 for all but two of 38 days during that period.

15 Right after Brooke's return, on August 3, 2013, crying and emotionally distraught, Brooke
16 announced to Kirk that she was going to live with Vivian full time. Brooke told Kirk that she had not
17 yet told Rylee that she wanted to live with Vivian full time, which would mean she would live without
18 Rylee for one-half the time. Kirk asked Brooke why she wanted to live with Vivian full-time. Brooke
19 initially responded that "girls are supposed to live with their mommies." See Plaintiff's Motion to
20 Modify Order Resolving Parent/Child Issues and for Other Equitable Relief, filed October 1, 2013, p.
21 4 & 5.

22 During the hearing on this motion on October 30, 2013, the Court was unequivocal that the joint
23 physical custody Stipulation and Order would not be changed merely based upon the wishes of a minor:

24 "I don't need a child interview. The less I can embroil a child in this process, ultimately
25 the better I feel a child is insulated from this process. **The parties agreed that it was in**
26 **the best interest of the children to exercise joint physical custody.** I don't want this
27 to become a situation where it is just a matter of time, where as soon as you turn
28 fourteen you get to decide where you want to live. That's – that's not how it works and
under NRS 125.490, there is a presumption now because you agreed to joint
physical custody, there is a presumption that joint physical custody is in the best
interest of the children.

And to overcome that. I -- I don't find – let's say an interview came forward and that's
– that's what I hear, that there's a desire to – to live primarily with Mom. If – if that is

1 – I – I find -- I would be hard pressed to find that the expressions standing alone, of a
2 fourteen year old child, would be sufficient to overcome that presumption.

3 Hearing Transcript, 10.30.13, p. 32 &33 (emphasis added).

4 It is noteworthy that during the October 30, 2013, Kirk's counsel, in Vivian's presence,
5 referenced the local rule prohibiting a parent from discussing issues, proceedings, pleadings or papers
6 on file with a minor child. Hearing Transcript, 10.30.13, p. 35. *See* EDCR 5.03.

7 **B. Under Strikingly Similar Circumstances, Vivian Again Convinced Brooke that She**
8 **is Empowered to Determine Her Own Custody and By Falsely Disparaging Kirk,**
9 **Vivian Motivates Brooke to Exercise that False Power**

10 Despite this Court's unequivocal ruling, only two years after that ruling and soon after Brooke's
11 16th birthday, Vivian has again falsely convinced Brooke that she is empowered to determine her own
12 custody and Vivian then falsely severely disparaged Kirk in Brooke's eyes so she would exercise that
13 power. What Vivian has obviously told Brooke is false and Vivian's intimate involvement of Brooke
14 in discussions with the insurance company was unnecessary and entirely inappropriate.

15 Within the last 60 to 90 days, Brooke told Kirk that after she is 18 years old, she would like to
16 live with Vivian full time. Kirk responded that if Brooke still feels that way when she is eighteen years
17 old, it would certainly be a decision she could make at that time. Brooke clearly indicated to Kirk during
18 that conversation that she understood that she does not have the power to determine where she is going
19 to live until after she is 18 years old.

20 The following sequence of events reveals what happened to not only cause Brooke to falsely
21 believe she is now empowered to determine her own custody, but for her to also falsely believe that Kirk
22 doesn't care enough about her to pay her medical bills, was unwilling to do anything to determine why
23 the matter went to collection, and was unwilling to do anything to obtain reimbursement, and, thus,
24 motivated Brooke to exercise that false power.

25 Kirk's insurance agent, Becky Palmer, obtained new medical insurance for Brooke, Rylee,
26 Joseph and Kirk on January 1, 2015 with Sierra Health and Life, a United Healthcare Company. Soon
27 thereafter, Kirk contacted Becky Palmer and requested that she provide Vivian with the necessary
28 medical insurance information for Brooke and Rylee as soon as possible. On January 8, 2015, Becky
29 Palmer sent an email to Kirk providing, "I emailed a pdf version of the two girls ID cards directly to

1 Vivian. I also ordered an extra ID card to be mailed to your house for the girls. Just letting you know.”
2 Attached hereto collectively as Exhibit “1” is that email, together with a copy of the “pdf version” of
3 the insurance coverage and insurance cards for Brooke.

4 On January 18, 2015, when Vivian was in California with Brooke and Rylee, Kirk received a
5 text from Vivian advising him that Brooke had awakened the prior morning with a bad stomach ache
6 and, within hours, Brooke had a headache, neck ache, fever, etc. Vivian took Brooke to the emergency
7 room and it appeared Brooke had the flu that had been going around. Vivian also advised that Brooke
8 was doing much better by the next morning. Kirk responded that he appreciated Vivian letting him
9 know of Brooke’s condition and advised he had seen something on television about an outbreak of
10 measles at Disneyland.

11 Sometime in mid-April of 2015, Kirk opened his mailbox to find three medical invoices for
12 Brooke, which were addressed to Vivian with a note from Vivian for Kirk to forward to the insurance
13 company.¹

14 On April 24, 2015, Kirk scanned and emailed the three invoices to his insurance agent, who
15 forwarded the invoices to Sierra Health the same day. One of the invoices provided, “Second Request”
16 and another one provided, “Final Notice.” These notations were on the bills which Kirk was provided
17 for the first time in mid-April of 2015. The insurance agent expressed concern whether Vivian had
18 provided the insurance information to the providers and made a co-pay at the time the services were
19 rendered. The parties oldest daughter, turned thirty in April of this year. So for over 30 years, Vivian,
20 just like every other parent, has known it is necessary to provide health insurance information at the
21 time the medical services are provided and to make a co-pay if requested. If Vivian, for whatever
22 reason, did not have Brooke’s insurance information with her in California, then in response to the first
23 invoices, Vivian could have simply called the telephone numbers on each of the invoices and provided
24

25 ¹ As Brooke’s mother, Vivian could have submitted the invoices directly to the insurance company.
26 Kirk pays 100% of Brooke’s and Rylee’s medical insurance. The co-pay for most medical services
27 is 80/20. Kirk and Vivian split the 20% co-pay. Therefore, Kirk pays 90% of Brooke’s and Rylee’s
28 medical costs. In addition, Kirk receives and pays numerous final bills from providers after the
insurance has fully paid for which he does not seek reimbursement from Vivian. As a consequence,
Kirk is actually paying in excess of 90% fo Brooke’s and Rylee’s medical bills.

1 the necessary insurance information. As a consequence, Kirk was hesitant to ask Vivian if she made
2 a co-pay. Nevertheless, Kirk sent Vivian an email that same day asking, "Did you pay anything at the
3 time the services were rendered?" Exhibit "2" is a copy of that email to Vivian with copies of the
4 scanned invoices attached. Vivian never responded. Kirk assumed he had offended Vivian with the
5 question and did not think any more about it.

6 On July 20, 2015, at 5:45 p.m., Vivian sent an email to Kirk with an invoice from the California
7 Business Bureau, Inc. advising Vivian a matter had been assigned for collection and she owes \$666.66.²
8 Just 6 minutes later, at 5:51 p.m., Kirk forwarded the email to Becky Palmer, and wrote, "**Becky,**
9 **Please check on this asap and find out why it went to collections. Thanks. Kirk**" (Emphasis added).
10 Kirk then sent an email to Vivian just 33 minutes after her email to him, at 6:18 p.m., wherein Kirk
11 wrote, "**Becky will contact Sierra Health to determine the status as soon as possible.**" (Emphasis
12 added).

13 Despite the foregoing email to Vivian advising the insurance agent was going to contact Sierra
14 Health as soon as possible, Vivian had Brooke talking with and working with the people at Sierra Health
15 shortly thereafter: "**Brooke and I just spoke to supervisor Kim C. At Sierra.**" And later, "**Brooke**
16 **and I Are working directly with them for reimbursement.**" See Exhibit "3", Vivian's email to Becky
17 Palmer and Kirk on July 22, 2015 at 1:52 p.m. Vivian also was soon, baselessly attacking Kirk and
18 Becky Palmer, writing, "GET ABSOLUTELY NO HELP, SUPPORT OR ASSISTANCE FROM KIRK
19 OR YOU (No calls on my behalf to repair credit. . . no help in paying bill, No attempt to resubmit
20 invoices for payment no phone calls to hospital or collections agency—NADA, NOTHING— (Heck not
21 even important enough for the policy holder to telephone member services to ask them directly as to
22 why his daughters claims haven't been paid)"³ See Exhibit "3", email on July 24, 2015, at 2:54 p.m.

24 ² As a consequence of this email, there are several emails between July 20, 2015 and July 25, 2015
25 between and among Vivian, Kirk, and insurance agent, Becky Palmer. There are also later emails
26 between and among Kirk, Becky Palmer, and the medical providers. All of these emails are
collectively attached hereto as Exhibit "3."

27 ³ Kirk was out of town with the parties' son, Joseph, from July 25, 2015 until August 2, 2015. Soon
28 after his return, Kirk continued his efforts to determine what happened. Kirk called the telephone

1 In this same email on July 24, 2015, at 2:54 p.m., Vivian wrote, "**Kirk just can't quite**
2 **understand why he should have to pay any part of his daughters medical bills.**" (Emphasis added).
3 Based upon this statement and statements in other emails from Vivian that Brooke and she are working
4 directly with the insurance company, it was very apparent to Kirk that Vivian had told Brooke that her
5 Dad did not want to pay her medical bills and was unwilling to help to obtain reimbursement from the
6 insurance company and, as a consequence, **Brooke** and Vivian had to talk to and work with the
7 insurance company to obtain reimbursement. In truth, Kirk did everything he could to determine what
8 happened and to rectify the situation and he continues to do so,⁴ and, as noted, Kirk willingly pays over
9 90% of Brooke's and Rylee's medical bills. In Kirk's email to Vivian on July 24, 2015 at 4:08 pm, Kirk
10 wrote, "Despite these irrefutable facts, **there is absolutely no doubt in my mind whatsoever that you**
11 **are lying to Brooke and telling her that her Dad doesn't want to pay her medical bills,** i.e., "Kirk
12 just can't quite understand why he should have to pay any part of his daughters medical bills."
13 (Emphasis added). And further, "[Y]ou are . . . accusing me of bad faith and telling my kids that I don't
14 want to pay their medical bills." In Kirk's email to Vivian on July 24, 2015 at 10:17 p.m., Kirk wrote,

15
16
17 numbers on each of the three final invoices that had been sent to Vivian and given to Kirk in mid-
18 April. Emails between Kirk and each of the providers, including the hospital, are included in
19 Exhibit "3." It is fairly evident that Vivian did not give the hospital sufficient insurance information
20 at the time the services were rendered. It also appears that Vivian later failed to provide sufficient
21 insurance information, although the file notes indicate that she was going to do so. As a
22 consequence of not providing the necessary insurance information, the providers identified the
23 billing matters as "self-pay" rather than insurance matters. When Vivian did not respond to the
24 hospital's invoices of March 10, 2015 and April 9, 2015, the matter was sent to collection on July 6,
25 2015. The hospital has indicated that since the bill was paid in full, there was no damage caused to
26 Vivian's credit. In speaking with a representative from Sierra Health, it is Kirk's understanding that
27 Norma from Sierra Health, likely the same person that contacted the other two providers, placed
28 telephone calls to the hospital that were not returned. Kirk has reimbursed Vivian for one-half of the
\$666.66 she paid the collection agency in accordance with Section 10.6 of the Custody Order,
despite the fact that it appears the primary reason the matter went to collection was because Vivian
did not provide the necessary insurance information.

⁴ See Exhibit "3" – email from Kirk to Vivian, 7.21.15 at 11:01 pm; email from Kirk to Vivian,
7.24.15 at 4:08 pm; email from Kirk to Vivian, 7.24.15 at 10:17 pm; email from Kirk to Gemma
Garcia (hospital), 8.4.15 at 2:25 pm; email from Kirk to Carrie Dunlap (physician group), 8.12.15 at
3:28 pm; email from Kirk to Andrea France (pathology lab), 8.12.15 at 3:45 pm; email from Kirk to
Ceasar Guevara (hospital), 8.18.15 at 10:29 am.

1 "I strongly believe you have told Brooke that her Dad does not want to pay her medical bills." See
2 Exhibit "3." (Emphasis added).

3 Upset by what she was witnessing in Vivian's emails, in an email to Kirk the next morning, on
4 July 25, 2015, at 6:57 a.m., Becky Palmer wrote, "There is no reason for a child to have to call an
5 insurance company about a claim. Ever. Hopefully with time and maybe when Emma [Ms. Palmer
6 used Brooke's given first name] has her own children, she will understand better the situation. Becky."

7 It was about this same time, on July 23, 2015, that both Brooke and Rylee stopped responding
8 to Kirk's texts.

9 As noted previously, as a consequence of the summer vacation provision of the custody order,
10 Vivian had Brooke and Rylee for the uninterrupted period of July 13, 2015 until 9:00 a.m. on August
11 12, 2015. Kirk was out of town with the parties' son, Joseph, from July 25, 2015 until August 2, 2015.
12 When Kirk returned home, he discovered that Brooke had removed all of her clothes from her closet
13 and most of the clothes from her dresser drawers. This occurred right after the emails and Vivian's and
14 Brooke's telephone calls to the insurance company between July 22, 2015 and July 24, 2015. This was
15 not a coincidence.

16 On the day custody was to be transferred on August 12, 2015, Brooke sent Kirk a text telling him
17 she is no longer going to switch houses. Kirk later sent a text to Brooke that simply said he loved her.
18 The message failed. Kirk tried to send the same message two more times. Each time the message
19 failed.

20 III. ARGUMENT

21 A. Vivian's Disparagement of Kirk to Brooke Was So Severe It Caused Brooke to 22 Move Her Clothes Out of the Home She Shares with Kirk and Rylee and Take the Position She is Not Switching Houses Anymore.

23 NRS 22.010(3) provides as follows:

24 **Acts or omissions constituting contempt.** The following acts or omissions shall be
25 deemed contempts:

26 3. Disobedience or resistance to any lawful writ, order, rule or
process issued by the court or judge at chambers.

27 Section 2.11 of the Parenting Order, dated July 11, 2012, provides in relevant part, "Neither
28 parent shall disparage the other in the presence of either child, nor shall either parent make any comment

1 of any kind that would demean the other parent in the eyes of either child.” Vivian has obviously
2 severely disparaged Kirk in the eyes of Brooke. The disparagement was so severe – Kirk doesn’t want
3 to pay his own daughter’s (Brooke’s) medical bills and is unwilling to help her mother obtain
4 reimbursement from the insurance company, so Brooke had to become intimately involved in the effort
5 – that Brooke moved her clothes out of the home she shares with Kirk and Rylee, and is taking the
6 position she is not switching houses anymore. Vivian’s disparagement of Kirk to Brooke is a knowing
7 and intentional violation of Section 2.11, and is therefore, grievous contemptuous conduct.

8 Section 5 of the Stipulation and Custody Order of this Court, dated July 11, 2012, provides:

9 5. *Weekly Division of Time with Minor Child:* The parties shall share joint
10 physical custody of the minor children. VIVIAN shall have the children
11 in her care each Monday from after school, or Monday at 9:00 a.m. when
12 the children are not in school (subject to the provisions of paragraph 7.6),
13 until Wednesday after school, or Wednesday at 9:00 a.m. when the
14 children are not in school. KIRK shall have the children in his care from
15 Wednesday after school, or Wednesday at 9:00 a.m. when the children
16 are not in school, until Friday after school, or Friday at 9:00 a.m. when
17 the children are not in school. . The parties shall alternate weekends with
18 the children, from Friday after school, or Friday at 9:00 a.m. when the
19 children are not in school, until Monday after school, or Monday at 9:00
20 a.m. when the children are not in school.

21 Vivian knowingly and intentionally violated Section 5 when she wrongfully empowered Brooke
22 and caused Brooke to move her clothes out of her home with Kirk and Rylee and to take the position
23 that she is no longer switching houses. Vivian should be held in contempt for what is clearly grievous
24 contemptuous conduct.

25 Finally, Vivian was present when the Court made its unequivocal ruling and order on October
26 30, 2013. Despite this clear order, Vivian falsely empowered Brooke and caused Brooke to move her
27 clothes out of her home with Kirk and Rylee and take the position she is not switching houses anymore
28 in direct violation of this Court’s order. Therefore, Vivian should also be held in contempt for
knowingly violating this order as well.

29 IV. CONCLUSION

30 Two years ago, Vivian knowingly and wrongfully empowered Brooke to take the position she
31 was going to live with Vivian full time. In its ruling and order during the hearing on October 30, 2013,
32 this Court was unequivocal that the wishes of a minor are not a sufficient basis to modify custody.

1 Despite this Court's order, Vivian has knowingly and wrongfully empowered Brooke yet again. In
2 addition, it is evident that Vivian has knowingly and wrongfully severely disparaged Kirk to Brooke to
3 motivate Brooke to exercise this false and wrongful empowerment. Under the false pretense that Kirk
4 did not want to pay his own daughter's (Brooke's) medical bills and Kirk was unwilling to do anything
5 to rectify the situation, Vivian wrongfully and unnecessarily involved Brooke in speaking with and
6 "working directly with" the insurance company "for reimbursement." Such callous manipulation of
7 minor children by one parent against another parent cannot be condoned or tolerated.

8 Kirk respectfully urges the Court to send a resounding message to Vivian that the custody
9 schedule to which she agreed and this Court ordered, which was previously enforced by this Court under
10 strikingly similar circumstances, shall be enforced again by this Court, and that Vivian's severe
11 disparagement of Kirk to Brooke will not be tolerated.

12 The Court is respectfully requested to issue forthwith an order to appear and show cause as to
13 why Vivian should not be held in contempt.

14 DATED this ~~21st~~ day of August, 2015.

15 KAINEN LAW GROUP, PLLC

16 By: 

17 EDWARD L. KAINEN, ESQ.

18 Nevada Bar No. 5029

19 3303 Novat Street, Suite 200

20 Las Vegas, Nevada 89129

21 Attorneys for Plaintiff

AFFIDAVIT OF KIRK HARRISON

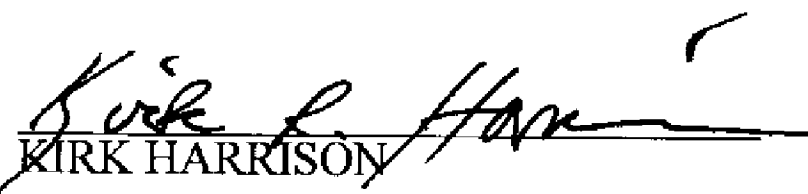
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

KIRK HARRISON., being first duly sworn, deposes and states:

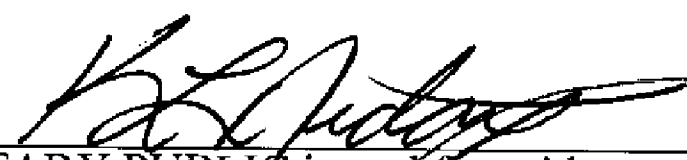
That I am the Plaintiff in the above-entitled action.

That the facts set forth in the foregoing Motion for an Order to Show Cause are true of my own knowledge, except for those matters which are therein stated upon information and belief, and as to those matters, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.


KIRK HARRISON

SUBSCRIBED AND SWORN to before me
this 21st day of August, 2015.


NOTARY PUBLIC in and for said
County and State

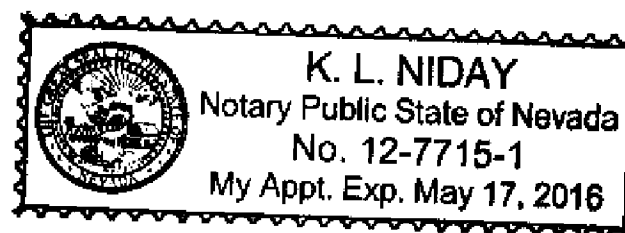


EXHIBIT “1”

Kirk Harrison

From: Becky Palmer [becky.palmer26@gmail.com]
Sent: Thursday, January 08, 2015 9:53 AM
To: Kirk Harrison
Subject: extra ID cards for kids

Hi Kirk-

I emailed a pdf version of the two girls ID cards directly to Vivian. I also ordered an extra ID card to be mailed to your house for the girls. Just letting you know.

thanks Becky/ Premier Insurance Group

Kirk Harrison

From: Becky Palmer [becky.palmer26@gmail.com]
Sent: Monday, August 17, 2015 10:09 PM
To: Kirk Harrison
Subject: copy of Emma health ins ID card

Kirk-

I requested an ID card be sent to your email address just now, it will be an email from "donotreply@uhc.com". This is so you can see the actual electronic version of the ID card I generated for Vivian in January 2015. It will come on a separate email from UHC directly. thanks Becky

—

[Click here](#) to upload your file securely.

Thank you, Becky Palmer / BEP Consulting LLC dba Premier Insurance Group

Kirk Harrison

From: DoNotReply@uhc.com
Sent: Monday, August 17, 2015 10:06 PM
To: kharrison@harrisonresolution.com
Subject: @YourService - Member ID Card
Attachments: HARRISON_EMMA.pdf



Health Plan of Nevada/ Sierra Health and Life member HARRISON, EMMA has forwarded a copy of their health coverage ID card to you via email. Please see the attachments. The eligibility details are displayed below for your convenience.

Medical - I14PS100

Benefit Group: SHL Nevada-Non-Medicare
Benefit Code: I14PS100
Benefit Description: IND NX PPO 2014 My Solutions Silver 1
As of Date: 01/01/2015
Term Date:
Group #: 10003502
Subgroup #: 1001

Dental - D4INSPD5

Benefit Group: SHL Nevada-Non-Medicare
Benefit Code: D4INSPD5
Benefit Description: SHL 2014 IND NX PPO 3500/6250/80/50 Ped Dental
As of Date: 01/01/2015
Term Date: 06/30/2018
Group #: 10003502
Subgroup #: 1001

Vision - V4INSPV1

Benefit Group: SHL Nevada-Non-Medicare
Benefit Code: V4INSPV1
Benefit Description: SHL 2014 NX Individual PPO Pediatric Vision 50%
As of Date: 01/01/2015
Term Date: 06/30/2018
Group #: 10003502
Subgroup #: 1001

Pharmacy - PPS09100

Benefit Group: SHL Nevada-Non-Medicare
Benefit Code: PPS09100
Benefit Description: IND NX RX PPO 2014 My Solutions Silver 1
As of Date: 01/01/2015
Term Date:
Group #: 10003502
Subgroup #: 1001

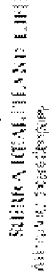
For any questions or issues, please contact an appropriate health plan representative.

Please do not reply to this automated message.

Regards,
@YourService

This message was created by @YourService UnitedHealthcare Nevada Market.

This e-mail, including attachments, may include confidential and/or proprietary information, and may be used only by the person or entity to which it is addressed. If the reader of this e-mail is not the intended recipient or his or her authorized agent, the reader is hereby notified that any dissemination, distribution or copying of this e-mail is prohibited. If you have received this e-mail in error, please notify the sender by replying to this message and delete this e-mail immediately.



Health Plan (80840) 911-76342-01

Member ID: 140194689-01 Group Number: 100035021001

Member:
EMMA B HARRISON

Benefit Code:

Medical 114PS100
Rx PPS09100
Dental D4INSPD5
Vision V4INSPV1

Copy: Office /Spec
In Plan \$15 /\$30

DDI-0501

Underwritten by Sierra Health and Life Insurance Co., Inc.

Payer ID
76342

Rx BIN: 610279
Rx GRP: UNEVADA
Rx PCN: 9999
Rx Cost share tiers: I / II / III / IV
Rx Cost shares: \$2640/\$709/\$50
Rx Deductible may apply

Effective Date
01/01/2015

Rx Deductible may apply.

Abstract

Underwritten by Sierra Health and Life Insurance Co., Inc.

In a life-threatening emergency, call 911 or go to an emergency room. Printed: 01/09/15



Card does not guarantee coverage. Obtain prior authorization or verify benefits at www.mysflonline.com or call Member Services

Member Services: 702-242-7700 800-888-2264
24 Hour Advice Nurse: 702-242-7330 800-288-2264
Mental Health/Substance Abuse: 702-384-1484 800-873-2246

For Providers: www.mySHLonline.com 800-888-2264
Medical Claims: SHL Claims, PO Box 15645, Las Vegas, NV 89114-5845

**InfotecHealthcare
Choice Plus Network**

Pharmacy Claims: OptumRx, PO Box 29044, Hot Springs, AR 71903
 Your Pharmacists: 800-443-8197

EXHIBIT “2”

Kirk Harrison

From: Kirk Harrison [kharrison@harrisonresolution.com]
Sent: Friday, April 24, 2015 4:07 PM
To: 'Vivian Harrison'
Cc: Becky Palmer
Subject: invoices for insurance reimbursement
Attachments: Scan0214.pdf

Vivian,

Did you pay anything at the time the services were rendered?

Kirk

MAKE CHECKS PAYABLE TO:

CENTENNIAL EMERGENCY PHY INC
PO BOX 661387
ARCADIA CA 91066-1387



HOURS: Mon - Fri 8:00 AM - Noon
1:00 PM to 5:00 PM, P.S.T.

FOR BILLING INQUIRIES CALL: 855 736-2787

Patient Services is closed for lunch from 12:00 noon until 1:00 PM, P.S.T.

ADDRESSEE:

EG88202A MIXED AADU REC
7908001138 01.0000.0150 1178 1



VIVIAN L HARRISON
1514 SUNRISE CIR
BOULDER CITY NV 89005-4210

CREDIT CARD CHOICES	<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMEX	<input type="checkbox"/> OTHER
CARD NUMBER	AMOUNT				
SIGNATURE			EXP. DATE		

CLIENT	ACCOUNT NUMBER	DUE DATE	ACCOUNT BALANCE
WMA	100073210	02/23/2015	\$334.00

A SERVICE FEE WILL BE CHARGED FOR ANY CHECK RETURNED UNPAID.
MINIMUM \$50.00 PAYMENT OR AMOUNT DUE

Pay at www.erstatement.com

REMIT TO:



CENTENNIAL EMERGENCY PHY INC
PO BOX 661387
ARCADIA CA 91066-1387

WMA000100073210020220150000000334006

☐ PLEASE CHECK BOX IF ADDRESS OR INSURANCE HAS CHANGED. INDICATE CHANGE(S) ON REVERSE SIDE DETACH AND RETURN WITH PAYMENT

STATEMENT

Payments for less than full balance shall not constitute payment in full. For Disputes, send documentation of dispute to Director of Compliance, PO Box 661295, Arcadia, CA 91066-1295.

Unless this bill is paid in full by the due date, the provider reserves the right to seek all available insurance coverage and sources to expedite payment.

CLIENT	ACCOUNT NO.	STATEMENT DATE	PATIENT NAME		TAX ID NO.	DATE OF LAST PAYMENT
WMA	100073210	02/02/15	VIVIAN L HARRISON		274085464	
DATE	RP	PS	EXAM CODE	SERVICE DESCRIPTION	DIAGNOSIS CODE	CHARGE AMOUNT
01/17/15	1	23	99283	EMERGENCY PHYSICIAN SERV	487.1	\$ 334.00
IMPORTANT NOTICE: THIS STATEMENT IS NOT A BILL. IT IS A SUMMARY OF YOUR ACCOUNT. IF YOU HAVE ANY QUESTIONS, PLEASE CALL US AT (800) 444-4444.						

IMPORTANT NOTICE - THIS IS THE ONLY ITEMIZED STATEMENT OF SERVICES YOU WILL RECEIVE, PLEASE RESPOND NOW
Unless you have a qualified Financial Hardship Discount, this bill must be paid in full within 90 days of the date of this statement or your bill will be deemed delinquent and assigned to a collection agency. Partial payments less than \$50.00 will not extend the delinquency date of your account.

To pay online go to www.erstatement.com - Your password is: 3C3C844603

IF YOU HAVE INSURANCE PLEASE PROVIDE US YOUR POLICY INFORMATION SO A CLAIM MAY BE FILED WITH YOUR INSURANCE COMPANY. OTHERWISE PAYMENT IS DUE UPON RECEIPT.

CURRENT MONTH	OVER 1 MONTH	OVER 2 MONTHS	MINIMUM \$50.00 PAYMENT OR AMOUNT DUE	ACCOUNT BALANCE
334.00	.00	.00	DUE DATE: 02/23/2015	
RP 1 - REN, DAAN MD	PS 23 - EMERGENCY ROOM	PLACES OF SERVICE WESTERN MEDICAL CENTER		\$334.00

PAGE 1 of 1

If you are uninsured or have high medical bills, you may qualify for a discount. See reverse for details.

CENTENNIAL EMERGENCY PHY INC PRIMARY INS: *** NO INSURANCE ***

FOR BILLING INQUIRIES CALL: 855 736-2787

OFFICE HOURS: Mon - Fri 8:00 AM - Noon
1:00 PM to 5:00 PM, P.S.T.

THIS DOCUMENT CONTAINS PROTECTED HEALTH CARE INFORMATION AND IS SUBJECT TO PRIVACY REGULATIONS PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS INFORMATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL DOCUMENT TO US AT THE ADDRESS LISTED BELOW, VIA U.S. POSTAL SERVICE. THANK YOU FOR YOUR COOPERATION. FOR MORE INFORMATION REGARDING YOUR PRIVACY RIGHTS, PLEASE WRITE TO: DIRECTOR OF COMPLIANCE, P.O. BOX 661295, ARCADIA, CALIFORNIA, 91066-1295.

QUALIFIED FINANCIAL DISCOUNT

If you received a financial hardship or charity discount from the Hospital, you qualify for a discount from your Doctor, which may not equal the amount of the Hospital discount. Simply send a copy of the Hospital Confirmation of your charity discount with this completed statement stub. Your next statement will reflect your discount and any balance still outstanding.

To qualify without a Hospital Confirmation, you must be uninsured and your family's income below 350% of the Federal Poverty Level or if you have insurance, your out of pocket medical costs for the prior 12 months must exceed 10% of your family's annual income. Fax page one and page two of your most recent Federal Tax Form 1040 and the front page of the statement to our secured fax line at: (626) 623-1246. Do not mail financial information.

If you are uninsured or have high medical costs, please contact Billy Joe at (877) 346-2455 for information on discounts and programs for which you may be eligible, including the Medi-Cal program. If you have coverage, please tell us so that we may bill your plan.

PATIENT'S NEW INSURANCE INFORMATION

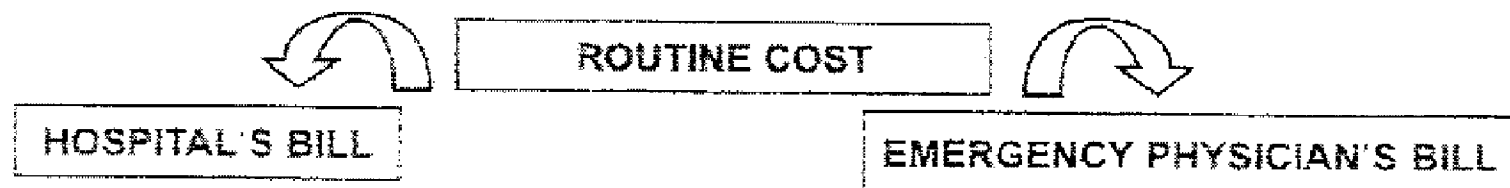
Insurance Co.: _____ Claim Office Address: _____
Policy #: _____ Group #: _____ Name of Insured: _____
Date of Birth of Insured: _____ Social Security #: _____
Employer of Insured: _____ Relationship of Patient to Insured: _____

PATIENT'S NEW MAILING ADDRESS

Street: _____ Apt. # _____ P.O. Box _____
City: _____ State: _____ Zip: _____ New Phone #. () _____

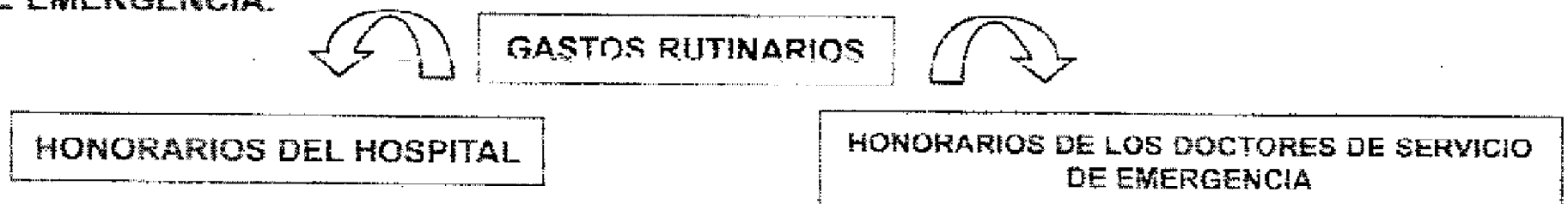
Payment is requested at the time this bill is rendered. The patient (or guarantor) is responsible for payment of this account. Patients who have private healthcare insurance should be reminded that professional services are rendered and charged to the patient and not the insurance. We will bill the patient's insurance when provided with the correct information. We cannot accept responsibility for collection of the patient's insurance claim or negotiating a settlement on a disputed claim.

ARE YOU WONDERING WHY YOU RECEIVED MULTIPLE BILLS FOR YOUR EMERGENCY ROOM VISIT? THE HOSPITAL'S BILL IS SEPARATE FROM THE EMERGENCY PHYSICIAN'S BILL.



The routine cost for emergency services has a minimum of two components. Each component is billed separately by the provider of the services. The hospital's fee(s) cover the cost of providing the nurses, technicians, space, equipment and supplies. The physician's fee(s) are for their medical care rendered in the emergency department. The emergency physician is an independent physician, not an employee of the hospital, and therefore bills separately for his/her service. You may receive additional bills from other entities who provided services during your visit.

¿ESTA USTED CONFUNDIDO PORQUE HA RECIBIDO VARIOS COBROS POR SU VISITA AL SERVICIO DE EMERGENCIA? LA CUENTA DEL HOSPITAL ES SEPARADA A LA CUENTA DEL DOCTOR QUE LO ATENDIO EN LA SALA DE EMERGENCIA.



Los servicios de emergencia rutinarios tiene por lo menos dos honorarios. Cada proveedor de servicios le enviará el cobro por sus servicios. Los honorarios del hospital cubren los gastos de las enfermeras, técnicos, equipo y artículos necesarios para su servicio. Los honorarios de los doctores son por el tratamiento rendido en el Departamento de Emergencia. El doctor del Departamento de Emergencia es independiente del hospital y sus cobros son enviados por separados. Es posible que usted reciba cobros de otras organizaciones que prestaron sus servicios durante su visita.

PRIVACIDAD Y DERECHOS DEL PACIENTE

LA INFORMACIÓN DE SALUD PERSONAL CONTENIDA EN ESTE DOCUMENTO ES PROTEGIDA Y EXPUESTA A LOS REGLAMENTOS DE PRIVACIÓN DE EL ACTO DE SEGUROS DE SALUD DE 1996. SI USTED NO ES LA PERSONA INDICADA PARA RECIBIRLA, SE LE NOTIFICA QUE ESTA PROHIBIDO LEER, COPIAR, O DISTRIBUIR EN CUALQUIER FORMA LA INFORMACIÓN CONTENIDA. SI USTED NO ES LA PERSONA INDICADA, FAVOR DE NOTIFICARNOS INMEDIATAMENTE POR TELEFONO Y REGRESAR EL DOCUMENTO ORIGINAL POR CORREO A LA DIRECCIÓN INDICADA. GRACIAS POR SU COOPERACIÓN. PARA MAS INFORMACIÓN RELACIONADA A SUS DERECHOS DE PRIVACIDAD, FAVOR DE DIRIJIRSE A: DIRECTOR OF COMPLIANCE, P.O. BOX 661295, ARCADIA, CALIFORNIA, 91706-1295.

PLEASE NOTE: There will be a collection charge for checks that are returned or not honored by your bank. Also there may be a service charge added to past due accounts.

HHH
1301 N. TUSTIN AVE.
SANTA ANA, CA 92705

For questions or to request an itemized statement
Please Call Patient Follow-up Services
SE HABLA ESPAÑOL
Phone: 800.735.5930
Fax: 714.628.8828

Patient Statement



Emma Brooke Harrison
1514 SUNRISE CIR
BOULDER CITY, NV 89005-4210

March 10, 2015

SECOND REQUEST

Thank you for choosing WESTERN MEDICAL CENTER
ANAHEIM for your health care needs. This is your statement of
balance owing. Please keep this copy for your records.

Account Information for this Emergency Visit

Admit Date	Patient Name	Visit ID Number	Balance Forward	Adjustments	Amount Paid	Past Due
01/17/15	Emma Brooke Harrison	100073210-0001	\$635.69	\$0.00	\$0.00	\$635.69
See Reverse Side For More Information Regarding Payment Options.			Total amount now due Payment due upon receipt			\$635.69

Please Call or Remit Payment

➤ Use the payment slip below to send payment by mail.

➤ Call our patient follow-up department at 800-735-5930 to pay
by phone or discuss your payment options with an account
representative.

Founded on a legacy of caring, Western Medical Center Anaheim
is a locally owned health care system
dedicated to providing exceptional health care for our
family, friends and neighbors.

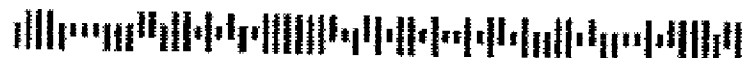
Your Health, Our Passion!



✂ Detach Bottom Portion And Return With Payment ✂

IH2 - 500589 - 00000011

IHHI - WESTERN MEDICAL CENTER
ANAHEIM
PO Box 846744
Los Angeles, CA 90084-6744



VIVIAN L HARRISON
EMMA BROOKE HARRISON
1514 SUNRISE CIR
BOULDER CITY NV 89005-4210

IF PAYING BY CREDIT CARD FILL OUT BELOW		
<input type="checkbox"/> VISA	<input type="checkbox"/> MC	<input type="checkbox"/> DISC
<input type="checkbox"/> AMEX		
CARD NUMBER	CVV CODE	TOTAL BALANCE
SIGNATURE		EXPIRATION DATE
PATIENT NAME: Emma Brooke Harrison		
Patient Visit ID Number 100073210-0001	STATEMENT DATE March 10, 2015	PAYMENT AMOUNT



WESTERN MEDICAL CENTER ANAHEIM
PO Box 846744
Los Angeles, CA 90084-6744

Pay This Amount \$635.69	SHOW AMOUNT PAID HERE	\$
-----------------------------	--------------------------	----

TO OUR PATIENTS:

Thank you for making WESTERN MEDICAL CENTER ANAHEIM your provider of choice for your healthcare needs: our mission is to provide high quality of care with care and compassion.

If you have medical insurance, please forward a copy (front and back) of your coverage identification card in the envelope provided. If you are uninsured, you may be entitled to financial assistance with payments of this hospital bill. Dependent on specific income criteria, you may be eligible for government sponsored insurance programs, discounts, or charity care under the Hospital Fair Pricing Policies - Assembly Bill 774. For Further Information regarding your alternatives, please contact our Patient Follow-Up Office at (800) 735-5930 and ask about your options. If you believe you are financially qualified, you may be asked to submit a confidential financial statement or provide verification of your family annual income. You will receive a patient balance reminder letter after thirty days.

Si usted tiene seguro medico por favor envie una copia (delante y revers) de su tarjeta de identificacion de cobertura en el sobre proporcionado. Si usted no tiene seguro medico, usted puede tener derecho a asistencia financiera con pago de esta factura del hospital. Depende en el criterio especifico de ingresos, usted puede llenar los requisitos para un programa patrocinado por el gobierno, descuentos o asistencia de caridad de acuerdo con el proyecto de ley Hospital Fair Pricing Policies - Assemble Bill 774. Para mas informacion respecto a su alternativa, por favor contactar al departamento de resolucion del paciente al (800) 735-5930 y pregunte por departamento de eligibilidad. Si usted cree que califica, se le pedira presentar su estado financiero confidencial o presentar verificacion de su ingreso familiar anual recibira un recordatorio de balance dentro de treinta dias.

HOSPITAL BILL:

The hospital bill consists of charges for supplies, equipment, and services such as nursing care, therapists, or technicians provided during your visit. You have a right to receive a detailed copy of your bill. For a copy of your bill or any questions concerning your hospital bill please call our Patient Follow-Up Office between 8:00am - 4:30pm, Monday through Friday at (800) 735-5930.

PHYSICIAN BILL:

Physicians are independent contractors, not agents or employees of our Hospital. Therefore, you will be receiving a separate bill for Physicians or professional services provided to you since these are NOT included in your Hospital bill. These services included but are not limited to examinations/consultation, laboratory or radiology's interpretations. Professional services bills such as: Emergency Room Physician, Pathologist, Radiologist, Cardiologist, Pediatrician, Surgeon, etc. Should you have any questions concerning any physician billings, please contact them directly at the numbers provided on their collection notices.

FACTURA DEL HOSPITAL :

La factura del hospital consiste en los gastos de suministros, equipo, y servicios tales como atención de enfermería, terapeutas, o técnicos proporcionados durante su visita. Usted tiene el derecho a recibir una copia de su factura detallada. Para una copia de su factura o cualquier pregunta relacionada con su cuenta del hospital, por favor llame a nuestra Oficina entre 8:00am - 4:30pm, de lunes a viernes al (800) 735-5930.

FACTURA DEL MÉDICO.

Los médicos son contratistas independientes, no agentes o empleados de nuestro Hospital. Por lo tanto, usted estará recibiendo una factura separada de los médicos o servicios profesionales que se le ofrecieron ya que estos no están incluidos en la factura del Hospital. Estos servicios incluyen, pero no están limitados a exámenes/consulta, laboratorio o radiología; interpretaciones, etc.. Facturas de servicios profesionales tales como: médico de urgencias, patólogo, radiólogo, cardiólogo, pediatra, cirujano, etc.. Si tiene cualquier pregunta relativa a la facturación de cualquier médico, por favor contáctelos directamente en los números proporcionados en sus avisos de colección.

PATIENT'S CHANGE OF MAILING ADDRESS

Address: _____
City: _____
State: _____ Zip: _____
New Phone #: (____) _____
Social Security #: _____

PATIENT'S UPDATED INSURANCE INFORMATION

590569 00000011

Insurance Co.: _____
Claim Office Address: _____
Policy #: _____ Group #: _____
Name of Insured: _____
Relationship of Patient to Insured: _____
Employer Name: _____
Employer Address: _____
Medicare #: _____

Authorization for Release of Medical Information:

I authorize any holder of Medical Information about me to release to Medicare, Medicaid and any insurance, as well as the provider of this service, any information or documentation in their possession needed to determine these benefits or the benefits payable for related services, whether in the past, now or in the future.

Signature of Patient or Guardian

ACCOUNT NUMBER

DATE OF STATEMENT

008261

BALANCE

AMOUNT DUE

2641*100073210.1

03/09/2015

PAYMENTS AFTER THIS
DATE WILL APPEAR ON
YOUR NEXT STATEMENT

\$98.56

PATIENT NAME

EMMA B HARRISON

FINAL NOTICE - We have sent invoices, however your bill remains unpaid. If we do not receive payment or you do not contact us within 30 days of this notice, we may place your account with an outside collection agency.

Place of Service: WESTERN MED ER/CP ANAHEIM
Referring Doctor: DAAN REN MD

MAKE CHECKS PAYABLE TO:

WESTERN PATHOLOGY MEDICAL ASSOC.
PO BOX 1400
GREENVILLE TX 75403-1400
800/236-6698

SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

Date	Doctor	Code	Description	Page 1 of 1 Amount
01/17/2015	KHALIL SHEIBANI, MD	87804	INFLUENZA B	49.28
01/17/2015	KHALIL SHEIBANI, MD	87804	INFLUENZA A I A DIR	49.28

Access account at <http://www.PerYourHealth.com> ID: 2641-100073210 Access Key: CGG677

For questions call 800/236-6698 and when prompted enter your identification number as follows 2641*100073210*1
OFFICE HOURS: 8:00 A.M. TO 4:00 P.M. PACIFIC TIME

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH PAYMENT

WESTERN PATHOLOGY MEDICAL ASSOC.
PO BOX 1400
GREENVILLE TX 75403-1400

Temp-Return Service Requested

ACCOUNT NUMBER

2641*100073210.1

PATIENT NAME

EMMA B HARRISON

STATEMENT DATE

03/09/2015

AMOUNT DUE

\$98.56

ACCOUNT ENCL. DISC

SCPM*13*100073210.1

2641

MAKE CHECK PAYABLE AND REMIT TO:

VIVIAN L HARRISON
1514 SUNRISE CIR
BOULDER CITY NV 89005-4210

WESTERN PATHOLOGY MEDICAL ASSOC.
PO BOX 1400
GREENVILLE TX 75403-1400



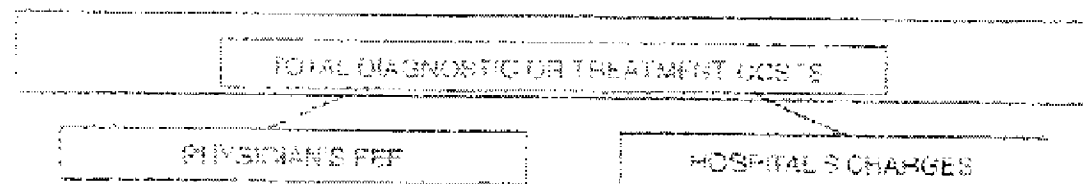
MEDICAL ASSISTANCE IS ALSO KNOWN AS DFA, PUBLIC ASSISTANCE, WELFARE, MEDICAL, TENNCARE, ALACAID, AHCCCS OR MEDICAID. OTHER NAMES MAY APPLY

FOR NON-CONTRACTED COMMERCIAL INSURANCE

IT IS POSSIBLE THAT YOUR PHYSICIAN OR MEDICAL PROVIDER MAY NOT PARTICIPATE WITH YOUR COMMERCIAL INSURANCE PLAN. IF THIS IS THE CASE YOU MAY NEED TO FILE A CLAIM DIRECTLY WITH YOUR INSURANCE CARRIER.

YOU ARE RESPONSIBLE FOR THE PAYMENT OF THESE CHARGES. YOU WILL CONTINUE TO RECEIVE BILLS UNTIL PAYMENT IS MADE.

IF YOU WERE SEEN AT THE HOSPITAL
THE PHYSICIAN'S BILL WILL BE SEPARATE FROM THE HOSPITAL BILL



The doctor sending this bill may be a private physician who works in association with the hospital. You may or may not have had the billing payment depending upon the type of service you received. Although your contact may have been with a technician or staff services were either performed by or directly supervised by the doctor. Depending on the circumstances of the services rendered, results may have been provided as either written or oral relating to your personal condition.

Your bill from the hospital may include a separate charge for use of its equipment, supplies and technical personnel.

If you have any questions concerning your bill please call our billing office and we will be happy to assist you.

PAYMENT ON ACCOUNT

1. Payment is due within 10 days from receipt of this statement.
2. You are responsible for payment on your account regardless of your insurance claim, settlement or disputed insurance claim or settlement in court action, etc.
3. It is essential for you to notify our billing office of any address changes. Undeliverable statements may be turned over to our collection agencies immediately.
4. If you have any questions regarding this statement or your account, please call our billing office.

IF YOUR MEDICAL BILLS ARE COVERED BY ONE OF THE FOLLOWING, PLEASE COMPLETE THE STATE BELOW AND RETURN TO OUR BILLING OFFICE FOR PROCESSING: BLUE CROSS/BLUE SHIELD, MEDICARE, MEDICAL ASSISTANCE, WORKER'S COMPENSATION, UNEMPLOYMENT, TENNCARE, ACTIVE DUTY MILITARY INDEMNITY OR OTHER BASIC HEALTH INSURANCE.

DETACH HERE AND RETURN THE BOTTOM STATE

AUTHORIZATION TO RELEASE INFORMATION: I HEREBY AUTHORIZE THE PHYSICIAN NAMED ON THIS STATEMENT TO RELEASE INFORMATION ACQUIRED IN THE COURSE OF MY EXAMINATION OR TREATMENT FOR THE PURPOSE OF OBTAINING INSURANCE BENEFITS, PROCEDURES AND DIAGNOSIS CODES, TAX IDS AND OTHER INFORMATION ON THIS STATEMENT ARE CONSISTENT WITH STANDARD DEFINITIONS WHICH MAY DIFFER FROM THOSE REQUIRED BY SOME INSURANCE COMPANIES.

IN THE EVENT THAT PHYSICIAN ASSUMES RESPONSIBILITY, I HEREBY AUTHORIZE THE PAYMENT DIRECTLY TO THE PHYSICIAN OR GROUP PRACTICE NAMED ON THIS STATEMENT FOR THE BENEFIT OF OTHERWISE PAYABLE TO ME. I UNDERSTAND I AM FINANCIALLY RESPONSIBLE TO THE PHYSICIAN FOR THE CHARGES NOT COVERED BY THIS AUTHORIZATION.

DATE	POLICY NUMBER	INSURANCE TYPE	DATE	OTHER POLICY NUMBER
Blue Cross/Blue Shield	Member	Individual	Group Number	Policy ID
Medicare	Member	Individual	Group Number	Policy ID
Medical Assistance	Member	Individual	Group Number	Policy ID
Worker's Compensation	Member	Individual	Group Number	Policy ID
Unemployment	Member	Individual	Group Number	Policy ID
Active Duty Military Indemnity	Member	Individual	Group Number	Policy ID
Other Basic Health Insurance	Member	Individual	Group Number	Policy ID
Blue Cross/Blue Shield	Member	Individual	Group Number	Policy ID
Medicare	Member	Individual	Group Number	Policy ID
Medical Assistance	Member	Individual	Group Number	Policy ID
Worker's Compensation	Member	Individual	Group Number	Policy ID
Unemployment	Member	Individual	Group Number	Policy ID
Active Duty Military Indemnity	Member	Individual	Group Number	Policy ID
Other Basic Health Insurance	Member	Individual	Group Number	Policy ID
Blue Cross/Blue Shield	Member	Individual	Group Number	Policy ID
Medicare	Member	Individual	Group Number	Policy ID
Medical Assistance	Member	Individual	Group Number	Policy ID
Worker's Compensation	Member	Individual	Group Number	Policy ID
Unemployment	Member	Individual	Group Number	Policy ID
Active Duty Military Indemnity	Member	Individual	Group Number	Policy ID
Other Basic Health Insurance	Member	Individual	Group Number	Policy ID

EXHIBIT “3”

Vivian,

Did you pay anything at the time the services were rendered?
Kirk

Subject: Unpaid insurance claim

[illegible]

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Monday, July 20, 2015 5:51 PM
To: Becky Palmer
Subject: FW: Unpaid insurance claim

Becky, Please check on this asap and find out why it went to collections. Thanks. Kirk

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Monday, July 20, 2015 6:18 PM
To: 'Vivian Harrison'
Subject: RE: Unpaid insurance claim

Vivian,

I cannot find any prior emails where you have provided me these bills. My recollection is that sometime in mid-April, you placed three invoices in my mailbox: (1) Western Medical Center Anaheim "Patient Statement" "SECOND REQUEST" dated March 10, 2015, in the amount of \$635.69; (2) Centennial Emergency Phy Inc invoice, dated February 23, 2015, in the amount of \$334.00, and; (3) Western Pathology Medical Assoc "FINAL NOTICE" dated, March 9, 2015, in the amount of \$49.28.

I emailed these invoices to Becky Palmer on April 24, 2015. Upon receipt of these invoices, Becky questioned me as to whether you paid any money at the time services were rendered with respect to any of these invoices. On April 24, 2015, I sent you an email asking, "Did you pay anything at the time the services were rendered?" I don't believe you ever responded to this email.

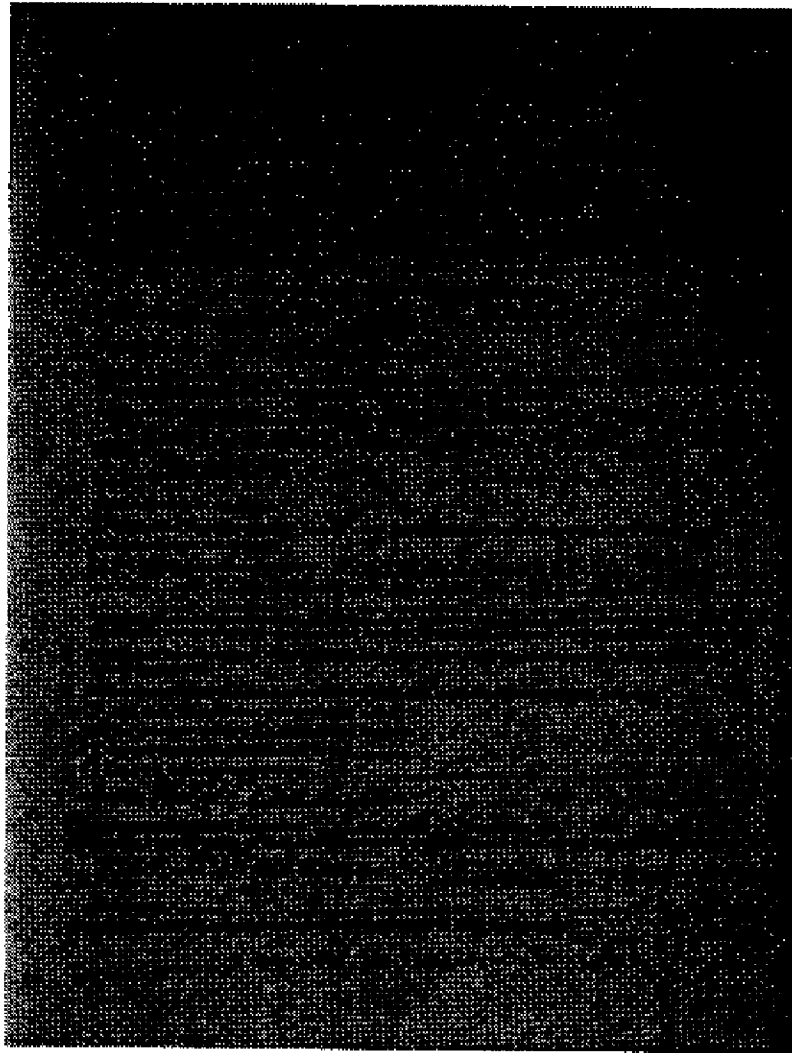
I just spoke to Becky and she confirmed she forwarded the invoices to Sierra Health promptly upon her receipt from me. Becky will contact Sierra Health to determine the status as soon as possible.

Kirk

From: Vivian Harrison [mailto:vivianlharrison@aol.com]
Sent: Monday, July 20, 2015 7:52 PM
To: Kirk Harrison
Subject: Fwd: invoices for insurance reimbursement

Sent from my iPhone

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Monday, July 20, 2015 8:16 PM
To: Becky Palmer
Subject:



From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Monday, July 20, 2015 11:29 PM
To: 'Vivian Harrison'
Subject: RE: invoices for insurance reimbursement

Why did you send me the email I sent you on April 24, 2015?

From: Vivian Harrison [mailto:vivianlharrison@aol.com]
Sent: Tuesday, July 21, 2015 7:39 AM
To: Kirk Harrison
Subject: Re: invoices for insurance reimbursement

If not resolved today, I need a check by tomorrow morning for your 1/2 because I'll be paying bill in its entirety then so not to damage my credit any further than what has been done already. Once in collections very bad on credit.

Also, need rest of money for Brooke's eye dr reimbursement I requested from you months ago. It's been way past thirty days.

Sent from my iPhone

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Tuesday, July 21, 2015 7:05 PM
To: 'Vivian Harrison'
Subject: RE: invoices for insurance reimbursement

You sat on those bills for months before providing to me to forward to the insurance company. Why would I be responsible for one-half?

From: Vivian Harrison [mailto:vivianlharrison@aol.com]
Sent: Tuesday, July 21, 2015 9:37 PM
To: Kirk Harrison
Subject: Re: invoices for insurance reimbursement

Given your response, In order to protect my credit from further damage, I have no alternative. I'm forced to to pay the emergency visit for Brooke. Please reimburse me for 1/2 of the amount within 30 days of my payment for her services which is today's date per court Order.

Sent from my iPhone

From: Kirk Harrison <kharrison@harrisonresolution.com>
To: 'Vivian Harrison' <vivianlharrison@aol.com>
Sent: Tue, Jul 21, 2015 11:01 pm
Subject: RE: invoices for insurance reimbursement
Vivian,

I truly feel bad about this situation. I don't want your credit hurt in any way. However, I don't know what else I could have done. You apparently received invoices month after month, which you ignored. Then, after getting final notices and second requests for payment in mid to late March, you waited until mid April to finally give them to me to forward to the insurance company. I forwarded them to Becky. When Becky informed me it was important to know whether you made partial payments at the time the services were rendered, I immediately sent you an email posing that question. You never responded.

Based upon everything I know to date, it appears the current problem was primarily caused by your non-response for several months. However, we still don't know the status with the insurance company. I don't know why the insurance company did not pay between the time when they finally received the invoices and now. As soon as I hear from Becky, I will let you know. I am hopeful this will be resolved in a reasonable amount of time. My best guess is the insurance company will pay whatever amount they are supposed to pay and you and I will split the balance.

If this were a situation where you and I did everything we were supposed to do when we were supposed to do it, but the insurance company dropped the ball, then I would gladly pay one-half the total amount. However, that does not appear to be the situation.

Kirk

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Wednesday, July 22, 2015 7:48 AM
To: 'Vivian Harrison'
Subject: RE: invoices for insurance reimbursement

Vivian,

In connection with reimbursement for Brooke's and Rylee's eye examinations and glasses, please reference my email to you on May 4, 2015. I paid you in full accounting for my payment for Brooke's prior appointment and my anticipated payment for her scheduled appointment with Dr. Shin. Brooke subsequently decided to cancel her scheduled appointment with Dr. Shin. As a consequence of that cancellation, I owe you an additional \$48.00. I am mailing you a check (check #1734) today in the amount of \$48.00.

Kirk

From: Vivian Harrison [mailto:vivianlharrison@aol.com]
Sent: Wednesday, July 22, 2015 8:46 AM
To: kharrison@harrisonresolution.com
Subject: Re: invoices for insurance reimbursement

Kirk,

I called insurance company and as suspected, wouldn't give me information because I'm not on policy. Brooke just got off telephone authorizing me to speak with company. I spoke with two people, Channel and Tanisha. The insurance company CONFIRMED that NO claim has been submitted for that day-- ANAHEIM GLOBAL MEDICAL CENT for 635.69 the one that currently sent to collections. No surprise (that's why not been paid).

Now- Service was Jan 17. You new she was in emergency because I informed you of such. I didn't give you first bill received in Feb. that is true. I was waiting for all to come in to give you all at once, which I did. When I received all of them, I gave you most current invoice which was dated one month later March. I hardly think 30 days is sitting on them. I gave you them in March.
THAT WAS OVER 4 MONTHS AGO..... BILL HAS YET TO BE SUBMITTED

I paid 666.66 for Brookes medical care and you need to reimburse 1/2. If insurance company, once you decide to submit, reimburses you you need to then reimburse me 1/2 of that amount. Actually, under the circumstances, I believe at this point you should pay for the entire amount and then YOU deal with unsubmitted claims and once YOU resolve then I'll pay the apportioned amount. I'm not asking for that...

From: "Kirk Harrison" <kharrison@harrisonresolution.com>
Date: July 22, 2015 at 9:29:05 AM PDT
To: "Becky Palmer" <becky.palmer26@gmail.com>
Subject: FW: invoices for insurance reimbursement

Please check into this ASAP! Seems contrary to your communications with Sierra Health.

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Wednesday, July 22, 2015 9:39 AM
To: 'Vivian Harrison'
Cc: 'Becky Palmer'
Subject: RE: invoices for insurance reimbursement

Vivian,

I have forwarded your email to Becky. My understanding is that Becky forwarded the invoices to Sierra Health soon after I emailed them to her on April 24, 2015. This is, obviously, totally inconsistent with what Sierra Health told you this morning. I will get back to you as soon as I hear back from Becky.

Kirk

From: Becky Palmer [mailto:becky.palmer26@gmail.com]
Sent: Wednesday, July 22, 2015 9:39 AM
To: Gonzales, Stephanie
Cc: Kirk Harrison
Subject: January 2015 claim for Emma Harrison

Stephanie- the mother of Emma Harrison (the member /parent is Kirk Harrison) said she spoke to Sierra health and that no claim was ever submitted. See email below. I emailed it to you in April and I need confirmation from you of the date you sent the claim to the claims department please. Thank you Becky / Premier Ins Group

Sent from my iPhone

From: Gonzales, Stephanie <stephanie.gonzales@uhc.com>
Date: Wed, Jul 22, 2015 at 9:56 AM
Subject: RE: January 2015 claim for Emma Harrison
To: Becky Palmer becky.palmer26@gmail.com

The claim was forwarded to Customer Service on 4/29. In the future I would recommend the member work directly with member services in regards to claims. Stephanie Gonzales / Sierra Health

From: Becky Palmer [mailto:becky.palmer26@gmail.com]
Sent: Wednesday, July 22, 2015 10:20 AM
To: Kirk Harrison; Vivian Harrison
Subject: January 2015 claim for Emma Harrison

Hello- Please read below. The claims for Emma were sent to the claims dept. at Sierra Health on 4/29/2015. The claims were most likely denied for timely filing (meaning the provider nor member did NOT file a claim within 90 days of the date of service). Which would explain why Vivian was told there is no claim in the system. My suggestion is for Vivian to write a letter (I will do a quick example below) to Sierra Health which I can forward, explaining the emergent situation at the time she took Emma for treatment in January 2015. I have found that when claims are denied, I have been successful in getting the claims reprocessed due to the emergent nature. Please, Vivian print out and write a letter explaining why Emma was taken (where/when) and for what symptoms so I can get claim reprocessed. If this seems unnecessary, all I can tell you is that this has worked for me in the past to get claims reprocessed. Thank you, Becky/ Premier Insurance Group

EXAMPLE

TO: Sierra Health

FROM: Vivian Harrison -mother of Emma Harrison

RE: Treatment on 1/17/2015 & bills from Western Medical Center/Anaheim & Centennial Emergency Physicians

I took my daughter Emma Harrison on 1/17/2015 to _____ for symptoms of _____. (please explain what transpired). I am not covered on the Sierra Health plan, my ex-husband covered with my children. I wanted to explain the reason for the emergent nature of treatment on that date. Thank you, Signed and dated by VIVIAN

From: Vivian Harrison [mailto:vivianlharrison@aol.com]

Sent: Wednesday, July 22, 2015 1:52 PM

To: Becky Palmer

Cc: Kirk Harrison

Subject: Re: January 2015 claim for Emma Harrison

Ms Palmer and Kirk,

Brooke and I just spoke to supervisor Kim C. At Sierra. She confirmed earlier conversations I had with member services department. The claim was never submitted. That's three different people now confirming same story. She said had one been submitted it would show on their system even if claim was denied for ANY reason. No claim was submitted!! She said an EOB would have been generated explaining benefits even if it was a denied claim. She said had it been a claim that was submitted untimely it would have been denied and an EOB would have been generated and would indicate reason for denial. Still would be in their system.

Also, she said 90 days late timely filing was untrue. She said they accept claims up to one year and they consider them timely.

Brooke and I Are working directly with them for reimbursement. According to them I don't need to write a letter. I just need to submit invoice and proof of payment and they'll issue Brooke a check for benefits. That simple, that's it.

Thanks for your time

Vivian

Sent from my iPhone

From: Becky Palmer [mailto:becky.palmer26@gmail.com]
Sent: Wednesday, July 22, 2015 2:31 PM
To: Vivian Harrison
Cc: Kirk Harrison
Subject: Re: January 2015 claim for Emma Harrison

Hi Vivian I am glad that you are communicating directly with Sierra to get the claim processed now. I only have access to submitting claims thru my Sierra rep as I am not allowed to submit claims directly with the claims dept. My source told me the bills were forwarded to the claims dept. I try to assist in the manner which has best accomplished getting the claims paid, which is either a letter from the insured or the insured person (or parent) can directly contact Sierra as you did. If you want me to follow up on any of the claims at a later date please let me know. Best wishes, Becky / Premier Ins Group
Sent from my iPhone

From: Becky Palmer [mailto:becky.palmer26@gmail.com]
Sent: Wednesday, July 22, 2015 4:07 PM
To: Kirk Harrison
Subject: Fwd: Timely filing of claim

Hi Kirk - please read below. There are some provider contracts that require the provider to bill within 90 days of treatment. I use that as a tight rule of thumb. I did not find out specifically on Emma's 1-17-2015 providers of their UHC contract. All is good, now hopefully Vivian will take an active role in the medical care of the children. Becky

Sent from my iPhone

Begin forwarded message:

From: "Watkin, Wendie" <Wendie.Watkin@uhc.com>
Date: July 22, 2015 at 3:57:48 PM PDT
To: 'Becky Palmer' <becky.palmer26@gmail.com>
Subject: RE: Timely filing of claim

Becky

It depends on the contract. If the provider has the 90 day filing limit and we have not received the claim within that time, claim will be denied and provider would have to write it off.

Wendie Watkin |Account Executive, Small Business
Phone 702.304.6927| Fax 702-880-0804| E-mail: wendie.watkin@uhc.com
Health Plan of Nevada| A UnitedHealthcare Company

Our Mission: To help people live healthier lives. Better Information, Better Decisions, Better Health

■ Integrity ■ Compassion ■ Relationships ■ Innovation ■ Performance

PLEASE NOTE Due to the high volume of calls and emails, I will respond within two working days. Should you need immediate assistance, please contact Amy Cruden at 702-632-5643 or amy.cruden@uhc.com

-----Original Message-----

From: Becky Palmer [<mailto:becky.palmer26@gmail.com>]

Sent: Wednesday, July 22, 2015 3:27 PM

To: Watkin, Wendie

Subject: Timely filing of claim

Don't the providers need to bill in 90 days for timely filing? What is the contractual agreement for HMO and PPO providers now ? Thanks Becky / Premier Ins Group

Sent from my iPhone

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From: Becky Palmer [mailto:becky.palmer26@gmail.com]

Sent: Friday, July 24, 2015 11:16 AM

To: Kirk Harrison

Cc: Vivian Harrison

Subject: Re: January 2015 claim for Emma Harrison

Hi Kirk and Vivian- Please see below, I have added my response to your questions. Becky / Premier Insurance Group

On Thu, Jul 23, 2015 at 9:38 AM, Kirk Harrison <kharrison@harrisonresolution.com> wrote:
Becky,

Based upon all of the recent emails, there are some fairly significant questions for which we still need answers.

1. We have an email from Stephanie Gonzales to you wherein she represents the invoices were submitted to the Sierra Health Customer Service on April 29, 2015. However, we have Kim C, Channel and Tanisha telling Vivian that no claim was ever submitted to Sierra Health. There is an obvious inconsistency. Either you or I should contact Stephanie Gonzales and, perhaps, Kim C., who is a supervisor, to determine what happened here. I received a call from Stephanie Gonzales at Sierra Health on Wednesday afternoon July 22, 2015 regarding this issue. Stephanie said she had been very concerned about this so she researched on her end, and found that the claims (there was more than one claim) for Emma for 1/17/2015 and Stephanie had sent them to the claims dept. for processing when we received them in April 2015. She asked claims dept. and they advised her that the claims were received and one claim was processed June 5 and one claim was not processed. She asked why member services told Vivian the claims were never received. The claims dept. said that member services did not look at all claims for the date of 1/17/2015. Member services should have advised Vivian that multiple claims were received however only one claim was processed. Member services was going to call either Vivian or Kirk (she was not sure which parent would be called on the phone) and told that member services gave inaccurate information about the claims not being received. The claims were received however one claim was not processed so it did not show in their system.

2. So that we do not have problems like this in the future, I want to make sure I clearly understand what happened versus what should have happened. Please verify whether my current understanding is correct: These were emergency medical services provided to Brooke in California while she was with Vivian. Despite the fact it was in California, it seems fairly apparent that Vivian, as the parent present at the time the minor child received the medical services, should have provided the insurance information to the providers at the time and, if requested, paid co-pays at that time. CORRECT Further, if Vivian failed to provide the insurance information at the time the services were rendered, for whatever reason, when Vivian received the invoices, Vivian should have immediately contacted the providers and provided them the insurance information. CORRECT this would have addressed any billing issues from the provider for overcharges. If for whatever reason, Vivian chose not to give the providers the insurance information, Vivian should have submitted those invoices directly to Sierra Health. Just an FYI on submitting bills to the insurance company directly, if the provider did not bill the insurance company, submitting any invoices from providers would require that Vivian make sure the bills include procedure codes. Often times, the invoices do not reflect the services rendered and include procedure codes. When submitting bills, claims will only be processed if the bills include type of treatment and include procedure codes so the insurance company knows how to process and for what procedure/treatment to process the claim(s).

Despite the fact I pay for all of Brooke's and Rylee's health insurance, there does not seem to be a reason for Vivian to have involved me in the submittal process, other than, as a courtesy, Vivian should have emailed me a copy of whatever she submitted directly to Sierra Health. That is up to you guys as to if you want to be copied on any claims /bills being submitted to Sierra Health. The process should be streamline if the insurance ID card is presented to the provider who is providing the medical treatment, and if the provider is willing to bill the insured's insurance company. If the process works as it should, the end result would be an EOB - Explanation of Benefits which is sent by the insurance company AFTER the claim is processed, which then tells the primary insured (or parent) what the balance of charges are, after the insurance company has applied the patient's payment at time of service and after the insurance company has applied the PPO discount to the charges. The PPO discount varies based on the contractual arrangement the insurance company has with each provider (doctor, lab, diagnostic facility, surgical center, hospital, etc.).

3. For all the years you were the agent for Harrison, Kemp & Jones, whenever there was a medical insurance problem, I would contact you and work with you to resolve the problem. Based upon Stephanie Gonzales email of July 22, 2015 to you, my understanding is that in the future, if there is a problem, whichever parent is present when the medical services are rendered to the minor child, should deal directly with Sierra Health member services. Is this correct? You can certainly contact the insurance company directly to discuss specific claims and dates of treatment at any time. When I as the broker am asked to assist, I have to get medical release form to get information on claims & I ask for letter(s) explaining what occurred/what symptoms were present so I can be an advocate on behalf of the insureds & I forward the letter to the insurance company explaining the emergent nature of the treatment needed. This is the only time I ask for letters is due to emergency treatment situations, to enable the claim to get processed more quickly on my end. When the insured or parent contacts the insurance company directly, you guys are able to discuss treatment that is needed, or that occurred directly with the insurance company whereas I cannot do so without some written backup legally enabling me to advocate for the claim(s) to be paid and why.

4. Vivian has represented that she has now paid the Western Medical Center, Anaheim claim in full. Assuming Sierra ultimately pays its portion of this claim, to whom will Sierra Health write the check? Would it be to Western Medical Center, Anaheim, who would in turn reimburse Vivian for the overpayment? Would it be to Vivian since she has now paid the amount in full? If the check is given to Vivian, would I be apprised of that payment? Would it be to me, since I pay for the policy? If Vivian paid in full any balance owed, without the insurance company processing the claim If the provider is a United HC PPO contracted provider, UHC will apply the PPO discounted rate to the treatment first, which will reduce the cost of the treatment. The provider then is bound by the insurance contract to reduce the cost of the treatment and the provider would need to reimburse Vivian if the provider was overpaid by Vivian. There are 2 other claims however and I do not know if Vivian has made any payment to the other 2 providers for their charges. There were 3 separate claims, one for Western Pathology \$ 98.56, one for Western Medical Center \$ 635.69 and one for Centennial Emergency Physicians for \$334.00. If she was treated at an emergency room the charges all apply to the annual deductible. Once the PPO discounted rate is applied it should reduce the balance to close to 50% of the originally billed charges potentially for all 3 separate providers billing. Thank you, Becky / Premier Insurance Group

Thank you for all of your help in this matter.

Kirk

From: Vivian Harrison [<mailto:vivianlharrison@aol.com>]
Sent: Friday, July 24, 2015 2:54 PM
To: becky.palmer26@gmail.com
Cc: kharrison@harrisonresolution.com
Subject: Re: January 2015 claim for Emma Harrison

With all do respect,

This whole situation is incredulous and the emails are getting more and more bizarre. I naively was Hoping to Get some Help and Resolution. Instead, what I got a was a whole lot of more.....Talk about scurrying, posturing, pointing fingers, and skirting ANY responsibility. (textbook) It's one thing to try to escape any fault or blame but, quite another to point finger at me and infer its ALL my fault by saying I acted inappropriately and irresponsibly and therefore caused the problem myself.....

According to the emails I've read, I ACTED WRONGFULLY & ITS ALL MY FAULT BECAUSE:

- 1) I did not provide insurance info to hospital
- 2) I caused untimely filing and therefore thats why claim was denied
- 3) I should not have given Kirk invoices to submit to his insurance company on his daughters behalf (except as a courtesy-this one makes me smile :0)

Lets be serious....

To reiterate, 1) IM NOT THE POLICY HOLDER, OR ON POLICY (I took the insured to the hospital for Medical Care)

2) IM NOT THE PATIENT OR THE MEMBER

1) BOTH of you are somehow under yet again another misconception. For some reason, you're under the impression that I didn't provide the hospital with insurance info. AGAIN you're BOTH wrong (see attachment of email sent to hospital) I emailed them the same electronic insurance information you provided me with while I was there on site in emergency room on the service date while Brooke was receiving medical attention per their instruction.

2) In addition I also informed Kirk, policy holder, Brooke was in the emergency room and for what.

3) Somehow this little detail just keeps getting lost:.....IM NOT ON POLICY- IM NOT POLICY HOLDER-I CANT GET ANY INFO FROM INSURANCE COMPANY- : SO I therefore provide Kirk, policy holder, with the hospital, dr, pathology invoices etc, when I received ALL OF THEM in late Mar showing they have not been paid (According to you guys I shouldn't have done this except for the heck of it)... (Again-Not even close to untimely) Also gave another copy two months ago

4) 4 MONTHS AFTER I GAVE KIRK(POLICY HOLDER) INVOICES I GET NOTICE IM IN COLLECTIONS & HAVE INCURRED MULTIPLE FEES NOT TO MENTION- (credit damage)

5) I REACH OUT YET AGAIN AND GET ABSOLUTELY NO HELP, SUPPORT OR ASSISTANCE FROM KIRK OR YOU (No calls on my behalf to repair credit....no help in paying bill, No attempt to resubmit invoices for payment no phone calls to hospital or collections agency—NADA, NOTHING— (Heck not even important enough for the policy holder to telephone member services to ask them directly as to why his daughters claims haven't been paid) (If the invoices were submitted by you to the insurance company in april and not processed and paid some 3 months later-that alone should have been worth some effort in trying to help me resolve) I got Just finger pointing, criticism, wild accusations,a whole lot of misinformation and wild speculation all aimed at ME

At wits end I had no choice but to have my minor child call (UNFORGIVABLE) (twice no doubt) phone insurance company so I can get some HELP from someone to try and repair my credit and get her insurance claim paid.....-.They of course inform me claim never filed-(you say they now are taking the position they were filed but not processed and placed in system-In some unexplainable limbo so to speak)-Yet both of you criticize me....

I THEREFORE HAD TO PAY ENTIRE HOSPITAL BILL INCLUDING LATE & COLLECTION FEES ALL MYSELF (Kirk just can't quite understand why he should have to pay any part of his daughters medical bills-see email) & NOW HAVE DAMAGED CREDIT TO SHOW FOR IT...

Kirks the policy holder, you're the insurance expert,and the insurance company you sold policy for and Kirk holds (according to you chose not to process and put in system for no explainable reason whatsoever)AND you both have the audacity to point finger at me. Tell me I acted irresponsibly and inappropriately?..... UNBELIEVABLE!!!!

Thanks for ALL your support and assistance in resolving, You've all been a such a huge help.....

Sent from my iPhone

From: becky.palmer26@gmail.com [mailto:becky.palmer26@gmail.com]

Sent: Friday, July 24, 2015 3:02 PM

To: Vivian Harrison

Cc: Kirk Harrison

Subject: Re: January 2015 claim for Emma Harrison

Vivian- I was not aware you provided the insurance ID card to the hospital. I apologize as I did not read that in prior emails. In any case, my understanding from what I was told by the insurance company is that the claims were processed as provided by my Sierra rep and not billed by the hospital. It happens that quite often the hospital bills a couple of months after the date of service however Sierra had no record of receiving the claims from the hospital. Best wishes, Becky / Premier Insurance Group

Sent from Surface

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]

Sent: Friday, July 24, 2015 4:08 PM

To: 'Vivian Harrison'; 'becky.palmer26@gmail.com'

Subject: RE: January 2015 claim for Emma Harrison

Vivian,

I have never hesitated to pay my children's medical bills. I pay numerous bills from providers without ever seeking payment from you. When you have presented me with medical bills, I have consistently paid one-half, in addition to paying 100% of their medical insurance. There are only two times I have not done so immediately. The first was in connection with Dr. Mallinger (there is a whole series of emails regarding that fiasco) and, as you are well aware, I ultimately paid one-half of that one. The second one is this incident, and if you read my previous emails, I fully intend and will pay one-half the balance. Despite these irrefutable facts, there is absolutely no doubt in my mind whatsoever that you

are lying to Brooke and telling her that her Dad doesn't want to pay her medical bills, i.e., " Kirk just can't quite understand why he should have to pay any part of his daughters medical bills."

During the divorce, you demanded that I reimburse you for about \$10,000.00 in bills, which I had already paid! I paid your medical insurance for a year after we were divorced, and you continue to refuse to reimburse me. I paid your car insurance for about a year after we were divorced, and you continue to refuse to reimburse me. I continue to pay the association dues and real property taxes on the property we still own together, which you continue to refuse to reimburse me for your half. The problem is not with me and it is not with Becky Palmer.

When something goes wrong, your first reaction is to accuse someone else. If there has been a problem created for your credit rating, it must be my fault and, therefore, I must pay one-half immediately with no questions asked. If I don't pay one-half immediately, you go directly to our minor children and tell them, "Your Dad is refusing to pay your medical bills." If just one time, you would accept even partial responsibility when something goes wrong, you might not make everyone who has to deal with you so defensive. If you had just the slightest loyalty to fairness and consistency, you might be moved to reimburse me for your medical insurance and your car insurance. You might have a whole lot more credibility by doing that, than responding that you did not get sick and, therefore, did not use the medical insurance and did not get in an accident and, therefore, did not use the car insurance. Instead, you are playing a game of let's pretend all of this is not going on and, ironically, accusing me of bad faith and telling my kids I don't want to pay their medical bills.

The primary reason I am still pursuing the questions with Sierra Health is to learn the facts. It is important to know what you are talking about before you start pointing fingers and blaming people. Your position is clear -- you blame me, Becky Palmer, and Sierra Health for your credit issue, and you, of course, have no responsibility for this circumstance whatsoever. All I did was scan and forward the invoices you left in my mailbox to Becky to submit to Sierra Health. You claim you gave me prior invoices, when you did not. I know Becky emailed the invoices to Sierra Health the same day I emailed them to her, because I have seen the emails.

As I wrote previously, I feel bad about this situation -- regardless of who or what caused it -- and do not want your credit rating hurt in any way. I will continue to attempt to determine what happened with Sierra Health. If your primary concern is your credit rating, then I think this is the optimal course of action. If on the other hand, your primary goal is to bad mouth me to Brooke and Rylee, there is not a lot I can do about that.

Kirk

From: Vivian Harrison [<mailto:vivianlharrison@aol.com>]
Sent: Friday, July 24, 2015 7:08 PM
To: Kirk Harrison
Cc: <becky.palmer26@gmail.com>
Subject: Re: January 2015 claim for Emma Harrison

Are you speaking about after the divorce was final and you forgot to take me off your policys? I had gotten my own insurance policies and used them. It's Not that I didn't get sick and didn't use yours it's because I had my own. You're right Kirk, I'm so sorry I made a mistake and included wrongfully a verizon bill which I thought didn't get paid in my final accounting to the court. Oops! My bad! Kirk that was three years ago. You never reimbursed me for those 10k bills which the separation decree said should have been community but I let it go. Apparently you haven't.

I Blamed no one-it was the just the opposite. You said why should you pay not me!

More importantly, I haven't talked to the girls about medical bills. I had to have brooke call and that's unfortunate. I told her claim wasn't paid. I don't bring up negativity with them. Therefore we don't bring you up at all! Sorry :(

Sent from my iPhone

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]

Sent: Friday, July 24, 2015 10:17 PM

To: 'Vivian Harrison'

Subject: RE: January 2015 claim for Emma Harrison

Vivian,

Your version of events is contrary to the truth. I did not forget to take you off any policy. The divorce was very emotional and I thought I was doing the right thing by allowing you time to get your own separate policies, but assumed, obviously naively, you would reimburse me for paying for your insurance after the divorce. However, you were obviously in no hurry. You did not have car insurance from another company and you did not have medical insurance from another company. You still owe me \$11,280.30 for the payment of your medical insurance and, by the way, you did use this insurance. You owe me \$1,169.44 for the payment of your auto insurance.

I was never to reimburse you for anything that I haven't already reimbursed you. It wasn't just a Verizon bill. You demanded I pay for bills totaling \$15,241.96, which I had already paid!

You still owe me the money for everything I referenced. I am curious as to what the reason could possibly be that you will not pay half of the money for real estate taxes and association fees for the Lido property, the Oak Grove parcel, and your share of the Measo Associates -- all of which I continue to pay, i.e., I just wrote a check for \$150.00 for the current association fees for the Lido lot. As of May of 2014, I had paid \$1,048.94 for the Lido property, \$941.58 for the Oak Grove property, and \$341.73 for the Measo Associates. All of these amounts have likely more than doubled by now.

I strongly believe you have told Brooke that her Dad does not want to pay her medical bills. Please, for just a moment, put the payment of medical bills in an accurate perspective. The co-pay on insurance is generally 80%. I pay 100% of their medical insurance. You and I split the 20%, however, as I mentioned, I pay many of the balances after insurance has paid without seeking payment from you. As a consequence, I am paying **over 90%** of Brooke's and Rylee's medical bills. Under these circumstances, it is truly outrageous that you are telling Brooke that I do not want to pay her medical bills.

Life is not supposed to be and does not have to be this adversarial.

If the reason the billing went to a collection agency is the fault of Sierra Health, we need to make that determination. If so, Sierra Health can write a letter to the collection agency and remove whatever was negatively caused. If the reason the billing went to a collection agency is the fault of an overzealous provider or providers, we need to make that determination for the same reason. This is especially true if you provided the insurance information to them at the time the services were rendered. Under such circumstances, they should have billed Sierra Health. At this point, however, I don't know who is responsible. I will continue to pursue this.

However, I do know that I forwarded the invoices as you asked me to do and Becky forwarded them as I asked her to do. My memo to Becky was not meant to be an attack on you. You had never written in any prior email that you had provided the insurance information to the providers at the time the services were rendered. Since the provider took the action it did, I assumed this not to be the case, as I wrote, "it seems fairly apparent." If you provided the insurance information at the time, then we need to determine why the provider sent the matter to collection.

Kirk

From: Vivian Harrison [mailto:vivianlharrison@aol.com]
Sent: Friday, July 24, 2015 10:53 PM
To: Kirk Harrison
Subject: Re: January 2015 claim for Emma Harrison

Wow..FYI...all future emails will be forwarded and reviewed by a third party. I will not read. They will sensor read review alert me if there is any immediate response needed by me or critical info regarding girls. Legal issues will be forwarded to Radford! FYI

Sent from my iPhone

From: Becky Palmer [mailto:becky.palmer26@gmail.com]
Sent: Saturday, July 25, 2015 6:57 AM
To: Kirk Harrison
Subject: emma

There is no reason for a child to have to call an insurance company about a claim. Ever. Hopefully with time and maybe when Emma has her own children, she will understand better the situation. Becky

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Tuesday, August 04, 2015 2:25 PM
To: 'Gemma.Garcia@ihhioc.com'
Cc: Becky Palmer
Subject: Medical Services rendered on January 17, 2015 -- Emma Brooke Harrison -- 100073210-0001

Gemma,

As we discussed, Emma Brooke Harrison is my daughter. Her birth date is June 26, 1999. She has medical insurance from Sierra Health and Life, a UnitedHealthcare Company. Her Member ID is 140194689-01. The website contact for Providers is: www.mySHLonline.com. The mailing address for Providers is: SHL Claims, P. O. Box 15645, Las Vegas, Nevada 89114-5645. Please let me know if there is anything else you need to process this claim.

You advised me that insurance information for Emma Brooke was not provided at the time the services were rendered, nor was insurance information provided at any subsequent time. Would you kindly confirm this via an email to me. Thank you.

Kirk Harrison

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Tuesday, August 04, 2015 2:30 PM
To: Becky Palmer
Subject: contact info

I just sent an email to the hospital, which was copied to you. The name of the hospital is Anaheim Global Medical Center, the telephone number is 800-270-0702, and the person I spoke with is Gemma Garcia.

From: Garcia, Gemma [mailto:Gemma.Garcia@IHHIOC.Com]
Sent: Thursday, August 06, 2015 2:52 PM
To: Kirk Harrison
Cc: Becky Palmer
Subject: RE: Medical Services rendered on January 17, 2015 -- Emma Brooke Harrison -- 100073210-0001

Good afternoon Mr. Harrison,

We have submitted the claim to Sierra Health. Also, insurance information was not provided at time services were rendered. We did not receive insurance information until I received your phone call.

Have a good day!

Gemma Garcia
Reconciliation Specialist
KPC Health - Central Business Office
Anaheim Global Medical Center
Chapman Global Medical Center
Orange County Global Medical Center
South Coast Global Medical Center
Phone: 714.953.3500 ext. 2056
Fax: 714.953.3429
Email: gemma.garcia@ihhioc.com

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Wednesday, August 12, 2015 3:28 PM
To: 'carried@emergencygroupsoffice.com'
Subject: Centennial Emergency Phy Inc. invoice in the amount of \$334.00 for services rendered to Emma Brooke Harrison

Dear Carrie,

I telephoned the number listed on the above referenced invoice (855 736-2787) and spoke to you a few moments ago.

This shall again confirm that I am Emma Brooke Harrison's father and that her date of birth is June 26, 1999.

You checked your records and confirmed to me that no insurance information was provided at the time services were rendered on January 17, 2015. You also confirmed that the first time any insurance information was provided to your office was when Nora from Sierra Health telephoned your office on April 27, 2015. If you would kindly confirm this in a responsive email, it would be sincerely appreciated.

Thank you,

Kirk

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Wednesday, August 12, 2015 3:45 PM
To: 'andrea.france@mckesson.com'
Subject: Western Pathology Medical Assoc. invoice of \$98.56 for services rendered to Emma Brooke Harrison on January 17, 2015

Andi,

I just telephoned the telephone number on the above referenced invoice (800 236-6698) and spoke with you. I informed you that Emma Brooke Harrison is my daughter and her date of birth is June 26, 1999.

You informed me that no insurance information was provided at the time services were rendered on January 17, 2015 and this matter was therefore identified as a "self-pay." As a consequence of the self-pay status, invoices were sent to Vivian Harrison on January 30, 2015, February 2, 2015, and March 9, 2015. On July 22, 2015, your office was contacted by Norma of Sierra Health when you were provided insurance information for the first time and the status of the account was changed from self-pay to insurance. Norma of Sierra Health contacted your office again on August 6, 2015. I would sincerely appreciate it if you would kindly send me a return email confirming this.

Thank you,

Kirk

From: France, Andrea [mailto:Andrea.France@McKesson.com]
Sent: Wednesday, August 12, 2015 3:46 PM
To: Kirk Harrison
Subject: RE: Western Pathology Medical Assoc. invoice of \$98.56 for services rendered to Emma Brooke Harrison on January 17, 2015

Kirk,

The below stated is true, to the best of my knowledge.

Please feel free to contact me if you need anything further.

Thanks,



Andrea "Andi" France
Operations
903.453.2500 ext.2675 telephone

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Wednesday, August 12, 2015 3:45 PM
To: France, Andrea
Subject: Western Pathology Medical Assoc. invoice of \$98.56 for services rendered to Emma Brooke Harrison on January 17, 2015

Andi,

I just telephoned the telephone number on the above referenced invoice (800 236-6698) and spoke with you. I informed you that Emma Brooke Harrison is my daughter and her date of birth is June 26, 1999.

You informed me that no insurance information was provided at the time services were rendered on January 17, 2015 and this matter was therefore identified as a "self-pay." As a consequence of the self-pay status, invoices were sent to Vivian Harrison on January 30, 2015, February 2, 2015, and March 9, 2015. On July 22, 2015, your office was contacted by Norma of Sierra Health when you were provided insurance information for the first time and the status of the account was changed from self-pay to insurance. Norma of Sierra Health contacted your office again on August 6, 2015. I would sincerely appreciate it if you would kindly send me a return email confirming this.

Thank you,

Kirk

From: Becky Palmer [mailto:becky.palmer26@gmail.com]
Sent: Tuesday, August 18, 2015 7:10 AM
To: veronica.gomez@ihhioc.com
Subject: Emma Harrison 1 17 2015 hospital bill

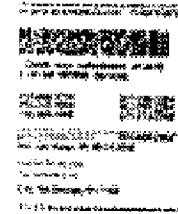
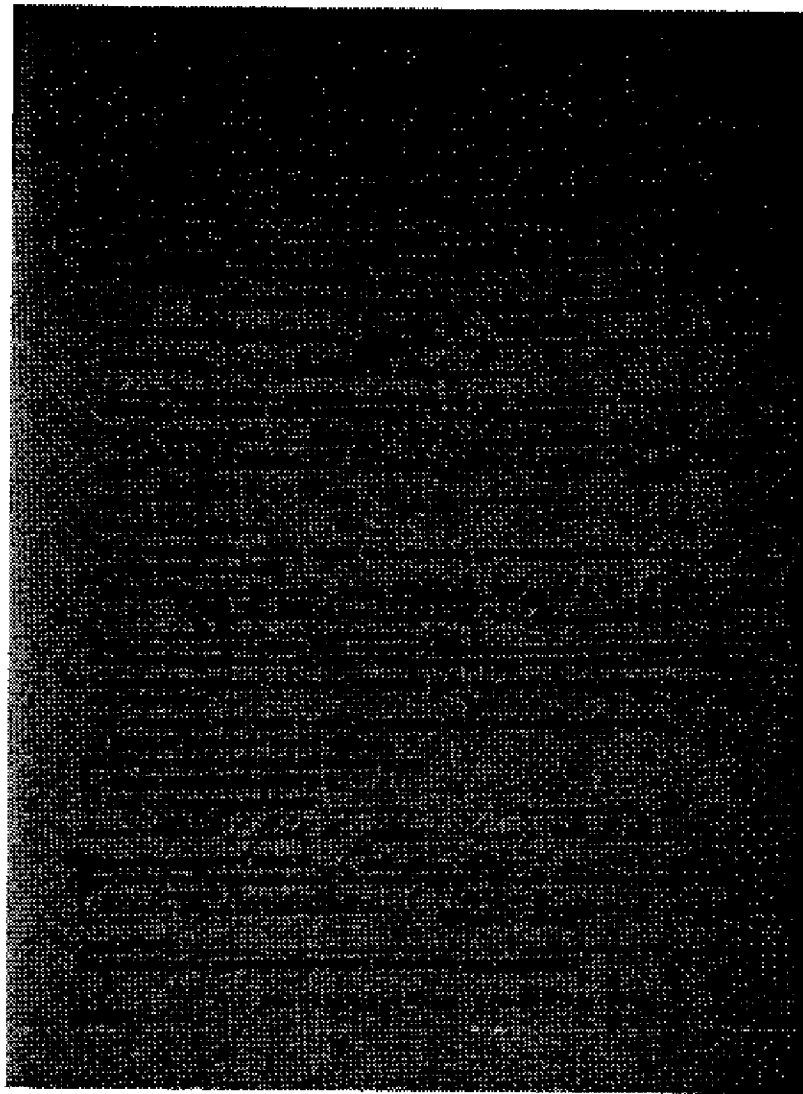
Hi Veronica-

I am the insurance agent for Emma Harrison, a child in the hospital January 17 2015. Please find attached a medical release from the parent and policyholder. I am also sending you a copy of Emma Harrison Sierra Health medical ID card. Do you have record of receiving this insurance information back in January ? Please find attached copy of an email to you in January. The hospital billing department stated they had not received the insurance information and therefore the bill went into collections. Please advise. Thank you kindly, Becky

--

[Click here](#) to upload your file securely.

Thank you, Becky Palmer / BEP Consulting LLC dba Premier Insurance Group



IMG_4714.PNG

https://www.google.com/url?sa=D&uqir_gmail&as=2770y4...

Verizon 12:33 PM 65%

< Sent (25)

To: vernica.gomez@jhhio.com > Hide

From: Vivian Harrison >

Fwd: @YourService - Member ID Card

January 17, 2015 at 2:53 PM

Sent from AOL Mobile Mail

Original Message

From: Dolores Kelly <Dolores.Kelly@jhhio.com>

To: vernica.gomez@jhhio.com

Sent: Thu, Jan 8, 2015 02:04 AM

Subject: @YourService - Member ID Card



Health Plan of Nevada/ Sierra Health and Life member HARRISGM, SHMA has forwarded a copy of their health coverage ID card to you via email. Please see the attachments. The eligibility details are displayed below for your convenience.

Medical - \$1499100

Benefit Group: SHL Nevada Health Insurance

Benefit Code: 11499100

Benefit Description: 100% For 2014 My Solutions Silver 1



From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Tuesday, August 18, 2015 10:29 AM
To: 'ceasar.guevara@ihhioc.com'
Cc: 'becky.palmer26@gmail.com'
Subject: FW: Emma Harrison 1 17 2015 hospital bill

Ceasar,

Pursuant to our conversation this morning, I am forwarding an email from my insurance agent, Becky Palmer, to Veronica Gomez this morning at 7:10 a.m. There are three separate attachments to this email: (1) the authorization from me to Becky Palmer; (2) a copy of the front and back of my daughter's insurance card, which Becky Palmer attached separately, and; (3) a copy of the email Vivian Harrison sent to Veronica Gomez on January 17, 2015. If you print this email, you will see there are three distinct separate attachments.

You were kind enough to confirm the following to me: There is a note in the file on January 17, 2015 providing: "Unable to verify eligibility with information provided by mother. No card provided. Waiting for email of card." There is also a second note in the file on January 17, 2015 providing: " No card available. Information provided not valid. Patient's mother will call insurance company for coverage."

You also confirmed that invoices were sent to Vivian Harrison on March 10, 2015 and on April 9, 2015. The matter was assigned to the collection agency on July 6, 2015. You advised that since the invoice has been paid in full there will be no adverse consequence to Vivian Harrison's credit rating. Your office is submitting the billing to Sierra Health and I have advised you that any sums received from Sierra Health should be paid to Vivian Harrison.

We still need answers to the following questions: (1) Did Veronica Gomez of your office receive the email from Vivian Harrison on January 17, 2015, which is the third attachment referenced above? (2) Assuming your office did receive this email, was there any information included in the email other than what is depicted in the third attachment? (3) Did your office make any effort to contact either Sierra Health or United Healthcare to obtain the necessary insurance billing information? (4) Do you have any record that the patient's mother contacted you after she called the insurance company for coverage?

Thank you for your assistance in this matter. It is sincerely appreciated.

Kirk

From: Carrie Dunlap [mailto:carried@emergencygroupsoffice.com]
Sent: Tuesday, August 18, 2015 2:44 PM
To: Kirk Harrison
Subject: RE: Centennial Emergency Phy Inc. invoice in the amount of \$334.00 for services rendered to Emma Brooke Harrison

I can confirm this information I provided is correct.

From: Kirk Harrison [mailto:kharrison@harrisonresolution.com]
Sent: Wednesday, August 12, 2015 3:28 PM
To: Carrie Dunlap
Subject: Centennial Emergency Phy Inc. invoice in the amount of \$334.00 for services rendered to Emma Brooke Harrison

Dear Carrie,

I telephoned the number listed on the above referenced invoice (855 736-2787) and spoke to you a few moments ago.

This shall again confirm that I am Emma Brooke Harrison's father and that her date of birth is June 26, 1999.

You checked your records and confirmed to me that no insurance information was provided at the time services were rendered on January 17, 2015. You also confirmed that the first time any insurance information was provided to your office was when Nora from Sierra Health telephoned your office on April 27, 2015. If you would kindly confirm this in a responsive email, it would be sincerely appreciated.

Thank you,

Kirk

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

KIRK HARRISON
Plaintiff/Petitioner
v.
VIVIAN HARRISON
Defendant/Respondent

Case No. D-11-443611-D
Dept. Q
**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.

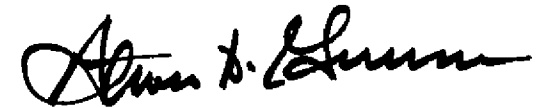
The total filing fee for the motion/opposition I am filing with this form is:
☐ \$0 ☒ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: KIRK HARRISON Date 8/21/15

Signature of Party or Preparer

[Signature]

EXHIBIT “8”



CLERK OF THE COURT

1 **EPMT**
2 EDWARD KAINEN, ESQ.
3 Nevada Bar No. 5029
4 KAINEN LAW GROUP, PLLC
5 3303 Novat Street, Suite 200
6 Las Vegas, Nevada 89129
7 PH: (702) 823-4900
8 FX: (702) 823-4488
9 Service@KainenLawGroup.com
10 Attorneys for Plaintiff

11
12 DISTRICT COURT
13 CLARK COUNTY, NEVADA
14

15 KIRK HARRISON,
16
17 Plaintiff,
18
19 vs.
20
21 VIVIAN HARRISON,
22
23 Defendant.

CASE NO. D-11-443611-D
DEPT NO. Q

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

RECEIVED

AUG 27 2015

FAMILY COURT
DEPARTMENT Q

24 **ORDER TO APPEAR AND SHOW CAUSE**

25 IT IS HEREBY ORDERED that said Defendant, VIVIAN HARRISON, shall appear on
26 the 22nd day of SEPTEMBER, 2015, at the hour of 10:00 a.m., before the above-entitled
27 Court, and show cause, if any she has, why she should not be held in contempt for: (1) severely
28 disparaging Kirk to Brooke in violation of Section 2.11 of the Custody Order, filed July 11, 2012; (2)
convincing Brooke that she is empowered to determine her own custody and enraging Brooke to
exercise that false power in violation of Section 5 of the Custody Order, filed July 11, 2012, and; (3)
convincing Brooke, yet again, that she is empowered to determine her own custody and enraging Brooke
to exercise that false power in violation of this Court's ruling and order during the hearing on October
30, 2013.

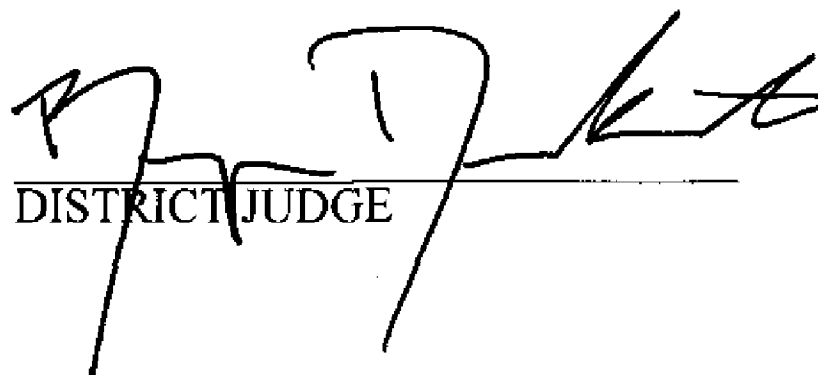
IT IS FURTHER ORDERED that Defendant may be served with this Order to Appear
and Show Cause through her attorney of record.

1 IT IS FURTHER ORDERED that Defendant must appear personally. Defendant also has
2 the right to file affidavits on her behalf and may appear with an attorney, and has the right to present
3 testimony on his behalf at the time of hearing.

4 IT IS FURTHER ORDERED that, if the Defendant fails to appear, he shall be deemed to have
5 waived her right to the hearing and that in such case the Court may take such other and further action
6 deemed necessary or appropriate.

7 DATED this 1st day of ~~August~~ ^{September}, 2015.

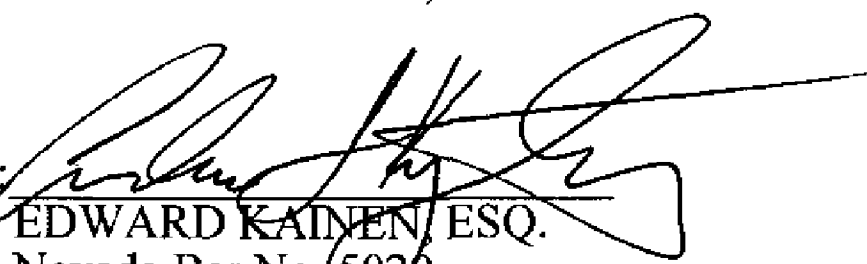
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DISTRICT JUDGE

Submitted by:

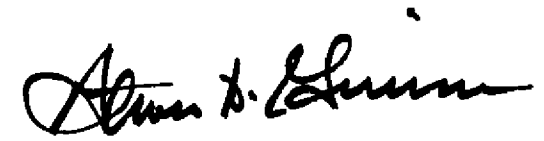
KAINEN LAW GROUP, PLLC

By:


EDWARD KAINEN, ESQ.
Nevada Bar No. 5029
ANDREW L. KYNASTON, ESQ.
Nevada Bar No. 8147
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
Attorneys for Plaintiff

KAINEN LAW GROUP, PLLC
3303 Novat Street, Suite 200
Las Vegas, Nevada 89129
702.823.4900 • Fax 702.823.4488
www.KainenLawGroup.com

EXHIBIT “9”


CLERK OF THE COURT

OPP

RADFORD J. SMITH, ESQ.
RADFORD J. SMITH, CHARTERED
Nevada State Bar No. 002791
2470 St. Rose Parkway, Suite 206
Henderson, NV 89074
T: (702) 990-6448
F: (702) 990-6456
Email: rsmith@radfordsmith.com

GARY R. SILVERMAN, ESQ.
SILVERMAN, DECARIA, & KATTLEMAN
Nevada State Bar No. 000409
6140 Plumas St. #200
Reno, NV 89519
T: (775) 322-3223
F: (775) 322-3649
Email: silverman@silverman-decaria.com
Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

D-11-443611-D

KIRK ROSS HARRISON,

Plaintiff,

v.

VIVIAN MARIE LEE HARRISON,

Defendant.

CASE NO.: ~~D-11-44361-D~~

DEPT.: Q

FAMILY DIVISION

ORAL ARGUMENT REQUESTED

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER TO
SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR
KNOWINGLY AND INTENTIONALLY VIOLATING SECTION 2.11 AND SECTION 5 OF
THE STIPULATION AND ORDER RESOLVING PARENT/CHILD ISSUES AND THIS
COURT'S ORDER OF OCTOBER 30, 2013**

**COUNTERMOTION FOR MODIFICATION OF CUSTODY OF MINOR CHILD, EMMA
BROOKE HARRISON ("BROOKE")**

DATE OF HEARING: September 22, 2015
TIME OF HEARING: 10:00 a.m.

COME NOW, Defendant, VIVIAN MARIE LEE HARRISON ("Vivian"), through her attorney
Radford J. Smith, Esq., of Radford J. Smith, Chartered, submits the following points and authorities to

1 support her Opposition identified above, and requests that the Court deny Plaintiff, KIRK ROSS
2 HARRISON's ("Kirk") Motions. Further, Vivian requests this Court's order:

3 1. Temporarily modifying the timeshare of the parties daughter Emma Brooke Harrison
4 ("Brooke"), born June 26, 1999 (age 16 years) by granting Vivian primary physical custody of Brooke
5 subject to Kirk's specific visitation;

6 2. Permitting this Court to interview the parties' minor daughters Brooke and Rylee; and,

7 3. Finding adequate cause for hearing on the issue of custody of Brooke.

8 Dated this 14 day of September, 2015.

9
10
11 RADFORD J. SMITH, CHARTERED

12
13 RADFORD J. SMITH, ESQ.

14 Nevada State Bar No. 002791

15 GARIMA VARSHNEY, ESQ.

16 Nevada State Bar No. 011878

17 2470 St. Rose Parkway, Suite 206

18 Henderson, Nevada 89074

19 *Attorney for Defendant*

20
21
22
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I.

VIVIAN HAS NOT VIOLATED ANY PORTION OF THE PARENTING PLAN

Kirk has moved for an order directing Vivian to show cause why she should not be held in contempt for violation of the Stipulation and Order Resolving Parent/Child Issues ("Parenting Plan") filed on July 11, 2012. Kirk claims that Vivian has violated the visitation provisions of the parenting plan by discouraging Brooke from going to Kirk during Kirk's custodial time. Kirk's Motion focuses on his allegation that Vivian alienated Brooke by advising her that Kirk failed to pay his portion of an approximately \$650 medical bill. Kirk's argument demonstrates a lack of understanding of the problems that have existed in his relationship with Brooke for years (*See, e.g.*, Defendant's Amended Opposition, and Countermotions to Resolve Parent/Child Issues, to Continue Hearing on Custody

1 Issues, For an Interview of the Minor Children, and for Attorney's Fees and Sanctions, filed October 17,
2 2013).

3 **A. Vivian has not Disparaged Kirk to Brooke:**
4

5 Brooke, by word and action, has expressed her desire to live primarily with Vivian. Brooke has
6 chosen to forgo time with Kirk; Vivian has not encouraged her to do so. Brooke has a driver's license,
7 can facilitate her own contact with Kirk – she chooses not to. Vivian has never indicated to Brooke that
8 Brooke is free to choose or alter her custody.

9
10 Vivian has not disparaged Kirk to Brooke. Kirk's citation to Vivian's efforts regarding the
11 payment of a medical bill is both inaccurate and misleading. In that portion of Kirk's characterization of
12 that event that is relevant to his motion, Vivian did not involve Brooke by having her speak to the
13 insurance company about payment. Vivian wanted to remove Brooke from any part of the issue, but she
14 had to have Brooke provide her authorization to speak to the insurance company representative because
15 the insurance is in Brooke's name. All of that took about 45 seconds; that is the extent of Brooke's
16 involvement in the issue. It was a small issue, and Brooke has never suggested to Vivian that she feels
17 any resentment toward her father as a result of the issue. Kirk, as has been his custom in the past, has
18 provided no evidence of any statement by Brooke supporting his contention; he asks the Court to rely on
19 what he claims Brooke has said.
20
21

22 Vivian has not discouraged Kirk's relationship with Brooke, Kirk has by undermining the
23 mechanism designed to repair it. At the time of the parties' divorce, Brooke stated she did not want to
24 spend equal time in Kirk's care. At Vivian's prompting, the parties agreed on a "Teenage Discretion"
25 provision that was designed to appease both Brooke and Rylee's fears that they would be precluded
26 from spending special time with Vivian. Even though Brooke exercised the provision consistent with its
27
28

1 terms and intent¹, Kirk filed three separate post-trial motions to undermine Brooke's exercise of time
2 under the provision, and has now filed an appeal designed to strike the provision to the Nevada Supreme
3 Court. Upon information and belief, Kirk has repeatedly told Brooke that the provision would be
4 overturned by a court (presumably the Nevada Supreme Court). Kirk's actions have had their intended
5 effect – Brooke has been reluctant to, and has not, exercised teenage discretion since the filing of the
6 appeal.
7

8 The parties also agreed upon the appointment of a Parenting Coordinator ("PC"). Kirk has
9 undermined that process by post-trial motions complaining about the Court's order appointing the PC,
10 and now with an appeal to the Nevada Supreme Court. Vivian engaged Margaret Pickard as PC and
11 paid her a \$2500 retainer. To this date, Kirk has not signed a retainer with Ms. Pickard.
12

13 The parties also set up confidential counseling with Dr. Jamal Ali for Brooke and Rylee so each
14 would have a safe place to air their thoughts, worries, and concerns about their interaction with their, or
15 between their, parents. Kirk undermined that process, in violation of the parenting plans prohibition of
16 either parent engaging with the therapist² by demanding and engaging in a private meeting with Dr. Ali.
17 He has also sent at least one email communication to Dr. Ali.
18

19 Kirk's allegations are particularly hollow in light of his continued disparagement of Vivian to the
20 parties' daughters and anyone else who will listen to him.
21

22 **B. Vivian Cannot Force Brooke to Engage in Visitation with Kirk**

23 Brooke is 16 years old with a driver's license and a car. Vivian has advised her that she should
24 comply with the visitation plan, but Brooke has, for the reasons expressed below and her own reasons,
25 has not done so. Vivian has not advised Brooke that Brooke can ignore the Court's order. Vivian,
26

27 ¹ In its order dated September 29, 2014, this Court stated: "Although the Court expressed its concern about the two day
28 incident described in the papers, it does not view the "teenage discretion" provision as having been abused by Brooke."

² The Parenting Plan, at Section 3, reads: "Neither party shall directly contact the therapist in the absence of a written agreement to that effect."

1 however, cannot pick Brooke up and take her to Kirk's home, and physically forcing Brooke to engage
2 in visitation would not be in Brooke's best interest.

3
4 **C. Brooke is a Mature and Intelligent 16 year old Whose Preference Regarding Visitation
should be Determined by the Court:**

5 Brooke has stated to Vivian that Brooke believes that having a stable residence with Vivian will
6 aid Brooke in her schoolwork. Vivian understands that Brooke has a difficult relationship with her
7 father, but does not know the extent of the issues. Vivian has seen and heard, however, the severe
8 emotional distress that Brooke has evidenced during and after visits with her father.
9

10 Brooke is now attending college courses. She has maintained a nearly "A" average in school,
11 and consistently challenges herself academically. She has been student of the year at her school. She
12 has remained involved in extracurricular activities, including advanced dance classes, voice and piano
13 lessons. Under NRS 125.480, she is undeniably a child of sufficient age and maturity to form an
14 intelligent preference to her custody.
15

16 **II.**

17 **KIRK HAS FAILED TO STATE A BASIS FOR ISSUANCE OF AN ORDER TO SHOW CAUSE**

18
19 An order on which a judgment of contempt is based must be clear and unambiguous, and must
20 spell out the details of compliance in clear, specific and unambiguous terms so that the person will
21 readily know exactly what duties or obligations are imposed on him. *Cunningham v. Eighth Judicial*
22 *Dist. Court*, 102 Nev. 551, 560-561, 729 P.2d 1328, 1333 (1986). NRS 22.030(2) provides in relevant
23 part: "When the contempt is not committed in the immediate view and presence of the court or judge at
24 chambers, an affidavit shall be presented to the court or judge of the facts constituting the contempt [. .
25 .]"
26
27
28

1 **1. Kirk has not provided facts, he has argued conjecture, and thus has not stated a basis**
2 **for a claim of contempt, or the requisite issuance of an Order to Show Cause**

3 Kirk claims Vivian is brainwashing Brooke, and thus causing her to violate the Parenting Plan.
4 Kirk's support of his claim is pure conjecture. His motion is based upon his assumptions (which, of
5 course, blame Vivian) regarding what is causing Brooke's behavior. At the core of his motion is his
6 statement:

7
8 Vivian wrote, "Kirk just can't quite understand why he should have to pay any part of his
9 daughter's medical bills." Based on this statement and statements in other emails from
10 Vivian that Brooke and she are working directly with the insurance company, *it was very*
11 *apparent to Kirk* that Vivian had told Brooke that her Dad did not want to pay her
12 medical bills and was unwilling to help to obtain reimbursement from the insurance
13 company, and as a consequence, Brooke and Vivian had to talk to and work with the
14 insurance company to obtain reimbursement."

15 See Kirk's Motion for an Order to Show Cause, page 9, Lines 3-7 (Emphasis supplied). As has been the
16 case throughout the tortured litigation history of the case, Kirk's view is that if he believes something, it
17 is a fact. The only fact that is demonstrated by his statements in his motion is that he has no
18 understanding of Brooke or her motivations. Kirk refuses to accept that Kirk's poor relationship with
19 Brooke is caused by his own behavior. Kirk's claim is that Brooke's entire view of Kirk is shaped by
20 whether he paid his portion of a medical bill, and Vivian informing her of that is the entire basis for her
21 actions. His claims are delusional – Brooke's issues with Kirk are longstanding, and his actions that
22 have led to her actions are well documented in the motions before this Court. (See, e.g., Defendant's
23 Amended Opposition, and Countermotions [etc.], filed October 17, 2013)

24 The only fact that Kirk alleges that is relevant to his present motion is his claim that Vivian directly
25 involved Brooke in the issue of the bill payment in an effort to disparage Kirk.³ The premise for that
26 allegation is false – Brooke's only involvement was to speak to her insurance representative to authorize

27
28 ³ Vivian's account of the issue regarding the payment is contained in her Unsworn Declaration to rebut what are the
allegations upon which Kirk bases his Motion, but Vivian submits the specifics of the billing issue have nothing to do with
why Brooke desires to spend more time in Vivian's home.

1 Vivian to speak to the agent and investigate the claim. That was not an attempt to alienate, it was
2 designed to take Brooke out of the middle of the issue.

3 Kirk has not stated any factual basis upon which this Court can find that Vivian's actions have
4 been contemptuous of any order. The Court should deny Kirk's motion.
5

6 III.

7 VIVIAN SEEKS AN ORDER GRANTING HER PRIMARY PHYSICAL CUSTODY OF 8 BROOKE

9 1. Vivian should be granted primary physical custody of Brooke because it would be
10 contrary to Brooke's best interest to physically force her, at 16 years old, to spend time with Kirk:

11 Kirk wants Vivian to be jailed and or fined as a matter of addressing his relationship with
12 Brooke. He apparently believes such an order would coerce Brooke to choose to spend time with him.
13 His remedies are as flawed as his motion.

14 Kirk, or the Court, could force Brooke to some level of visitation by force. Vivian submits that
15 such action would not be in her best interest. This is particularly true about Brooke, who is a bright,
16 successful, and hard-working young lady. Vivian has ensured that Brooke got counseling to deal with
17 her issues with Kirk through Dr. Ali, but Kirk has attempted to undermine that counseling. Vivian
18 envisioned a PC process where the parties could discuss issues with a PC like Brooke's relationship with
19 Kirk to help her work through issues, but instead Kirk has undermined that process. Their current
20 communication is usually highlighted by Kirk demeaning Vivian.
21
22

23 The process to address Brooke's problems with Kirk should be therapeutic, not force.⁴ The
24 Court itself should interview Brooke to get to the bottom of her concerns. Because Vivian has not pried
25 into Brooke's issues, she does not propose any particular action at that point. What she does understand,
26

27
28 ⁴ The Parenting Plan calls for a series of therapeutic measures to address either child's desire to change custody. *See*
Parenting Plan, paragraph 6 at pages 6 and 7. Part of that provision was the recognition of the right of the parties to address
the children's desire to modify custody with the Court.

1 however, is Brooke's relationship with Kirk is causing Brooke immense stress at a time where she is
2 already placing significant stress on herself based upon her desire to excel at school, activities, and
3 ultimately college.

4 NRS 125.510 provides:

5
6 1. In determining the custody of a minor child in an action brought pursuant to this chapter, the
7 court may, except as otherwise provided in this section, NRS 125C.100 to 125C.185, inclusive,
8 and chapter 130 of NRS:

9 (a) During the pendency of the action, at the final hearing or at any time thereafter during the
10 minority of any of the children of the marriage, make such an order for the custody, care,
11 education, maintenance and support of the minor children as appears in their best interest; and
12 (b) At any time modify or vacate its order, even if the divorce was obtained by default without an
13 appearance in the action by one of the parties.

14 The party seeking such an order shall submit to the jurisdiction of the court for the purposes of
15 this subsection. The court may make such an order upon the application of one of the parties or
16 the legal guardian of the minor.

17 See also *Truax v. Truax*, 110 Nev. 437, 874 P.2d 10 (1994), *Ellis v. Carucci*, 123 Nev. 145, 161 P.3d
18 239 (2007).

19 In order to justify a change of custody, Vivian must establish that the change would be in the
20 child's best interests. *Truax v. Truax*, 110 Nev. 437, 874 P.2d 10 (1994).

21 NRS 125.480 requires findings based on specified factors. In determining the best interest of the
22 child, the court shall consider and set forth its specific findings concerning, among other things:

23 (a) The wishes of the child if the child is of sufficient age and capacity to
24 form an intelligent preference as to his custody;

25 (b) Any nomination by a parent or a guardian for the child;

26 (c) Which parent is more likely to allow the child to have frequent
27 associations and a continuing relationship with the noncustodial parent;

28 (d) The level of conflict between the parents;

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

(f) The mental and physical health of the parents;

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

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

- 1 (i) The ability of the child to maintain a relationship with any sibling.
- 2 (j) Any history of parental abuse or neglect of the child or a sibling of the
- 3 child; and,
- 4 (k) Whether either parent or any other person seeking custody has
- 5 engaged in an act of domestic violence against the child, a parent of the child or any
- 6 other person residing with the child.

7 The factors under NRS125.480 that are applicable in this case are (a), (g), and (h). Each of those

8 factors are analyzed in detail below.

9 **2. The Court should give great weight to Brooke's preference based upon her intelligence,**

10 **maturity, and age in deciding to modify the current parenting plan**

11 Brooke, who is now 16 years old, has expressed a desire to be with Vivian. Vivian requests that

12 the Court interview Brooke to allow her to express her desire to the Court. Brooke is a smart and gifted

13 child. She is in Advance Placement classes in school, with an average Grade Point Average of 3.876.

14 She has set high academic goals for herself and took college classes in the summer at CSN and UNLV

15 and attained an "A" grade. Brooke is in the Nevada State High School's Dual Credit Program. The

16 program allows her to attend college classes at CSN & UNLV her Junior and Senior Year of high

17 school. At the end of the senior year, she will have an Associate's Degree along with her Nevada High

18 School diploma. Brooke was awarded the "Student of the Year" prize and was elected the "Student of

19 the Quarter" three times. She was one of the nominees of the Garret JH Principal's award. She has

20 participated in the Intensive Dance Group. She auditioned for and received the lead role in the "Two

21 Worlds" play. Brooke takes piano and voice lessons.

22 Brooke participated in a DECA, Inc. competition. As an integral part of the classroom

23 curriculum, DECA's industry-validated competitive events are aligned with the National Curriculum

24 Standards in the career clusters of marketing, business management and administration, finance, and

25 hospitality and tourism. DECA's flagship evaluation process involves students in both a written

26 component such as an exam or report and an interactive component with an industry professional

27

28

1 serving as a judge. DECA's competitive events directly contribute to every student being college and
2 career ready when they graduate from high school. See DECA, Inc. website at
3 <http://www.deca.org/high-school-programs/> . Brooke was placed third in State Competition and went
4 on to National level to compete.
5

6 Brooke has demonstrated that she is a responsible and mature person, and has made good
7 decisions for herself. She has put herself in a position to succeed in college, and avoid some of its time
8 and cost. It is unquestionable that she is the type of person that the legislature envisioned when
9 directing the Court to weigh the preference of child of "sufficient age and maturity."
10

11 Vivian has a good, loving and stable relationship with Brooke. She continues to be an active
12 parent who Brooke relies on for encouragement in her pursuits. Vivian has treated Brooke with more
13 anonymity and trust as Brooke has gotten older. Brooke has indicated that she desires to spend more
14 time with Vivian because she feels more comfortable at her home, and she does not have the same
15 types of disputes and arguments with Vivian that she has with Kirk. Brooke has also stated that she no
16 longer wanted to live "out of a suitcase"; she has found the travel back and forth to be disruptive,
17 cumbersome and distracting. While she will advise the Court of any other reasons, these constitute a
18 reasonable basis for her desire to spend more time in Vivian's care.
19

20 IV.

21
22 **THE COURT SHOULD ORDER KIRK TO PAY THE ATTORNEY'S FEES AND COSTS**
23 **INCURRED BY VIVIAN OPPOSING THE PRESENT MOTIONS, AND SHOULD ENTER AN**
24 **ORDER SANCTIONING KIRK TO DETER HIS REPEATED FILINGS OF MERITLESS**
25 **MOTIONS**

26 Kirk's motion, on its face, is defective and could not be granted even if it were unopposed. He
27 has not established *facts* that show that Vivian did anything justifying a request to hold her in contempt.
28 The Court may grant attorney's fees under EDCR 7.60 when a party files a frivolous claim, or
"unnecessarily multiplies the proceedings" in a case. Kirk's repeated filings and attacks on Vivian

1 evidence why Vivian requested a system of counseling and parenting coordination in the Parenting Plan.
2 Kirk seemingly knows only how to address problems through litigation. He did not propose to Vivian
3 counseling or any other therapeutic measure to address his problems with his relationships with both
4 Brooke and Rylee. Instead, he just blamed her and sought to hold her in contempt.
5

6 Vivian thought she was agreeing to a mechanism by which she could resolve day-to-day issues
7 without having to constantly answer numerous motions, address opinions from experts, and avoid the
8 continued cost of being involved in a case with Kirk. Instead of promoting that mechanism, Kirk has
9 filed yet another motion only supported by his uncorroborated allegations or opinions to justify why he
10 believes his relationship with Brooke is poor. Instead of acknowledging that his behavior has anything
11 to do with the children's, and especially Brooke's, desire to spend more and more time away from him,
12 Kirk blames Vivian.
13

14 Vivian requests that the Court order Vivian to pay the attorney's fees and costs she has incurred,
15 or will incur, in Opposing his motion.
16

17 Dated this 14 day of September, 2015

18 RADFORD J. SMITH, CHARTERED

19 
20 RADFORD J. SMITH, ESQ.

21 Nevada State Bar No. 002791

22 GARIMA VARSHNEY, ESQ.

23 Nevada State Bar No. 011878

24 2470 St. Rose Parkway, Suite 206

25 Henderson, Nevada 89074

26 *Attorney for Vivian Harrison*
27
28

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

4 VIVIAN HARRISON, states as follows:

1. I have personal knowledge of the facts contained herein, and I am competent to testify thereto. I am the Defendant in *Harrison v. Harrison*, case number D-11-44361-D, in the Eighth Judicial District Court, Clark County, Nevada. I submit this affidavit in support of my Opposition and Countermotions to which it is attached as an exhibit.

2. Since before our divorce, Brooke has indicated to me that she does not want to spend equal time with her father. I have stated for the Court my understanding of those reasons in previously filed documents. I note that Kirk has always avoided having Brooke or Rylee interviewed in this case, but that has not stopped him from placing words in their mouths or speculating about things he claims I have told them, or conversations he claims I've had with them. I have continuously requested that this Court interview them, the Parenting Coordinator speak with them, and I requested that the results of their interview with Dr. Paglini be published.

3. Brooke is now 16 years old. Brooke is a remarkable, funny, intelligent and insightful young person. She seems wise beyond her years. She is bluntly honest, and I would again request that the Court interview her to form its own impression of her intelligence and maturity, and hear her reasons for her not spending time with Kirk in the same amount as set forth in the Parenting Plan.

4. Kirk's claim that I have undermined Brooke's relationship with him is false. I do not speak poorly about Kirk to Brooke or Rylee. Brooke's views on her timeshare are, in fact, not entirely related to just her relationship with Kirk – she wants a timeshare that causes her less stress, not increases it. She is taking college courses for dual high school / college degree, and she understands the focus required to complete those courses successfully.

1 5. I have not encouraged Brooke to not exercise contact with Kirk. I have encouraged her
2 to follow the timeshare, but she is just too old for me to physically force her to go. Frankly, forcing her
3 at this point would be, in my view, not in her best interest. It will only cause resentment and stress when
4 she does not need more stress. Contrary to Kirk's contention, I have never told Brooke that she had the
5 right to choose her visitation. I tried to set up mechanisms (counseling, a parenting coordinator) that
6 would help Brooke improve her relationship with her father, but Kirk has undermined that process
7 through numerous and repeated motions, and by filing appeals. He has further undermined that process
8 by demanding a meeting with Brooke's counselor, Dr. Jamal Ali, and then meeting with him.
9

10
11 6. The premise for Kirk's motion is false. While the medical bill he complains of has
12 nothing to do with Brooke's decision to not spend as much time with Kirk, I feel compelled to set the
13 record straight.
14

15 7. On January 18, 2015, I had to take Brooke to the emergency room in California when she
16 complained of bad stomach ache, neck ache, headache and fever. I gave the hospital the insurance
17 information that Kirk provided. I also informed Kirk at that time that Brooke was in the emergency
18 room and why.
19

20 8. In March, 2015, I received an invoice from the California hospital reflecting that the bill
21 had not been paid. Because Kirk is the policy holder, I immediately provided a copy of the invoice to
22 Kirk. Having done so, I believed Kirk would forward the invoice to the insurance company who would
23 then take care of the claim.
24

25 9. In May 2015, (3 months thereafter), I received another notice that the invoice had not
26 been paid. I forwarded to Kirk. In June 2015, (4 months thereafter,) I received a collection notice that
27 the invoice had been submitted to a collections agency because of non-payment for six months. The
28 notice also stated that my credit might be affected by non-payment. I sent Kirk the collection notice to

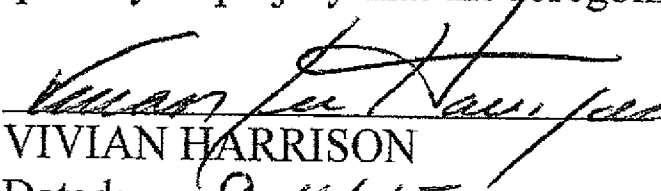
1 Kirk. When I received a response from Kirk and the insurance agent, Becky Palmer, it was accusatory
2 and not helpful. Because I was extremely afraid of my credit being ruined, I contacted the insurance
3 company myself to attempt to resolve the problem and prevent further damage to my credit. Since Kirk
4 is the policy holder, the insurance company refused to speak to me. I tried to explain that I was the
5 mother of the child who received the treatment and that I was the one who took her to the hospital and I
6 was the one the hospital was billing, but they still refused to speak to me. The insurance company said I
7 needed Brooke to give them permission since she was the patient to speak with me. When I did not get
8 anywhere with the insurance company, I asked Brooke if she would give permission to insurance
9 company to speak with me. The only thing that I told Brooke about why I was asking her to speak to the
10 insurance company was that the insurance company hadn't paid the bill and the policy was under Kirk's
11 name and I wasn't on the policy, so the insurance company needed the authorization of her as the patient
12 to allow me to speak with them about her care. I placed the phone call, the agent received Brooke's
13 authorization to speak with me and Brooke was on the phone less than 45 seconds and NEVER
14 discussed any details about billing or her visit.

18 10. When I did not get all the help necessary from the insurance company during the first
19 call, I called again. Brooke again verified with the agent that she was the patient and gave permission to
20 talk to me, again about 45 seconds. I finally received all the pertinent information needed regarding the
21 claim, including the fact that it had not been submitted for payment, and received instructions on how to
22 pay the claim with the collections agency. I paid the claim with the collections agency including the late
23 fee and collections fee. I was told that the reimbursements for bill would be sent directly to Kirk once
24 proof of payment was sent to insurance company. When Kirk's emails began to be accusatory and off
25 subject, I cut off communication with him.
26
27
28

1 11. I did not tell Brooke any of the other things Kirk has attributed to me saying to her, and
2 Brooke, to my knowledge, was not upset at Kirk or the insurance company regarding any medical bill.

3
4 12. Brooke is not spending the time with Kirk that is outlined in the Order. I would ask that
5 the Court interview Brooke, and the Court find that there is adequate cause for hearing on the issue of
6 custody of Brooke. To the extent I have not addressed every fact in this declaration that is contained in
7 the foregoing Opposition, I incorporate those facts as true and correct.

8 13. I declare under penalty of perjury that the foregoing is true and correct.

9
10 
VIVIAN HARRISON

11 Dated: 9-14-15

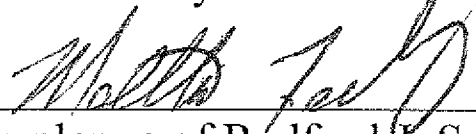
1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the
3 age of 18 and not a party to the within action.

4
5 I served the foregoing document described as: DEFENDANT'S OPPOSITION TO
6 PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT
7 BE HELD IN CONTEMPT FOR KNOWINGLY AND INTENTIONALLY VIOLATING SECTION
8 2.11 AND SECTION 5 OF THE STIPULATION AND ORDER RESOLVING PARENT/CHILD
9 ISSUES AND THIS COURT'S ORDER OF OCTOBER 30, 2013 AND COUNTERMOTION FOR
10 MODIFICATION OF CUSTODY OF MINOR CHILD, EMMA BROOKE HARRISON ("BROOKE")
11 on September 14, 2015, to all interested parties as follows to all interested parties by way of the
12 Eighth Judicial District Court's electronic filing system.
13

14 Tom J. Standish, Esq.
15 3800 Howard Hughes Parkway, 16th Floor
16 Las Vegas, Nevada 89169
17 F: (702) 699-7555
Attorney for Plaintiff

18 Edward L. Kainen, Esq.
19 10091 Park Run Dr., Suite 110
20 Las Vegas, Nevada 89145
21 F: (702) 823-4488
Attorney for Plaintiff

22 
23 _____
24 An employee of Radford J. Smith, Chartered
25
26
27
28

0001

DISTRICT COURT
CLARK COUNTY, NEVADA

KIRK ROSS HARRISON,

CASE NO.: D-11-443611-D

Plaintiff,

DEPT NO.: Q

v.

VIVIAN MARIE LEE HARRISON,

FAMILY COURT
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)

Defendant.

Party Filing Motion/Opposition : ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR KNOWINGLY AND INTENTIONALLY VIOLATING SECTION 2.11 AND SECTION 5 OF THE STIPULATION AND ORDER RESOLVING PARENT/CHILD ISSUES AND THIS COURT'S ORDER OF OCTOBER 30, 2013 AND COUNTERMOTION FOR MODIFICATION OF CUSTODY OF MINOR CHILD, EMMA BROOKE HARRISON ("BROOKE")

Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRSS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded (NRS 19.0312)

Mark correct answer with an "X"

1. No final Decree or Custody Order has been
entered. ☐ YES ☒ NO

2. This document is filed solely to adjust the amount of
support for a child. No other request is made.
☐ YES ☒ NO

3. This Motion is made for reconsideration or a new
trial and is filed within 10 days of the Judge's Order
if YES, provide file date of Order: _____
☐ YES ☒ NO

NOTICE:

If it is determined that a motion or
opposition is filed without payment
of the appropriate fee, the matter
may be taken off the Court's
calendar or may remain undecided
until payment is made.

If you answered YES to any of the questions above,
you are not subject to the \$25 fee.

Motion/Opposition ☒ IS ☐ IS NOT subject to \$25 filing fee

Dated this ____ day of September, 2015

Jolene Hoeft

Printed Name of Preparer

Signature of Preparer

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

2
3
4 VIVIAN HARRISON,

5 Appellant,

6 v.

7 KIRK HARRISON,

8 Respondent.
9
10

Electronically Filed
Aug 11 2016 08:49 a.m.
Tracie K. Lindeman
Clerk of Supreme Court
Supreme Court No. 70727
District Court Case No. D-11-443611-D

11 **DOCKETING STATEMENT**
12 **CIVIL APPEALS**

13 1. Judicial District Nevada Department Q
14 County Clark Judge BRYCE DUCKWORTH
15 District Ct. Case No. D-11-443611-D

16 2. **Attorney filing this docketing statement:**

17 Attorney Radford J. Smith, Esq. Telephone (702) 990-6448
18 Firm Radford J. Smith, Chartered
19 Address 2470 St. Rose Parkway, Suite 206
20 Henderson, Nevada 89074
21 Client: Vivian Harrison

22 3. **Attorneys representing Respondent:**

23 Attorney Edward L. Kainen, Esq. Telephone (702) 823-4900
24 Firm Kainen Law Group
25 Address 3303 Novat Street, Suite 200
26 Las Vegas, Nevada 89129
27 Client: Kirk Harrison
28

Attorney Thomas J. Standish, Esq. Telephone (702) 998-9344
Firm Standish Law Group
Address 1635 Village Center Circle, Suite 180
Las Vegas, Nevada 89134
Client: Kirk Harrison

4. **Nature of Disposition below (check all that apply):**

☐ Judgment after bench trial ☐ Grant/denial of NRCP 60(b) relief
☐ Judgment after jury verdict ☐ Grant/denial of injunction
☐ Summary Judgment ☐ Grant/denial of declaratory relief
☐ Default judgment ☐ Review of agency determination
☐ Dismissal ☐ Divorce decree:
☐ Lack of Jurisdiction ☒ Original ☐ Modification
☐ Failure to state a claim
☐ Failure to prosecute

☒ Other disposition (specify): District Court Order Denying Appellant's (Defendant below) Countermotion for Sanctions and Attorney's Fees after the disposition of Appellant's Motions For Order to Show Cause and related relief; District Court Order Denying Defendant/Appellant's Motion to Modify Custody of Minor Children by finding of no adequate cause for evidentiary hearing.

5. **Does this appeal raise issues concerning any of the following: Yes**

☒ Child custody ☐ Termination of parental rights
☐ Venue ☐ Grant/denial of injunction or TRO
☐ Adoption ☐ Juvenile matters

6. **Pending and prior proceedings in this Court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this Court that are related to this appeal.

Kirk Ross Harrison v. Vivian Marie Lee Harrison, Supreme Court No. 66072.

7. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts that are related to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings and their dates of disposition.

Harrison v. Harrison, D-11-443611-D; District Court, Family Division, Clark County, Nevada

8. **Nature of the action.** Briefly describe the nature of the action, including a list of the causes of action pleaded and the result below.

This was a divorce action involving, in part, the custody of one minor child. A Decree of Divorce was entered by the District Court on October 31, 2013. Several post-divorce motions followed. This appeal involves issues pertaining to orders entered by the District Court on May 25, 2016 denying Defendant/Appellant's Countermotion for attorney's fee and sanctions, and denying Defendant/Appellant's Countermotion for Change of Physical Custody of the parties' Minor Child Emma Brooke Harrison ("Brooke").

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal:

- Whether the district court erred in finding a "Contempt of Court" without conducting an Evidentiary Hearing on the issue of contempt;
- Whether the district court erred in failing to grant Defendant / Appellant's attorney's fees, costs and sanctions upon the Court vacating Plaintiff's multiple motions to hold Defendant in contempt;
- Whether the district court erred in failing to define Defendant's, or any parent's, responsibility to cause a teenage child to comply with court ordered visitation;
- Whether the district court abused its discretion in its decision that there was not adequate cause for hearing on the issue of Defendant's Countermotion for Modification of Physical Custody when there was abundant evidence of adequate cause in the interview of the parties and their minor child, Brooke outlined in the report and findings of the Court appointed psychologist, Dr. John Paglini;
- Whether the district court erred in finding no adequate cause for hearing Appellant's Motion to Modify Custody when the Appellant maintained *de facto* primary physical custody of the minor child in issue; and,
- Whether the district court erred under NRS125C.0035(4)(a) in denying Appellant's Motion to Modify Custody when the child had indicated a preference to be with the Appellant, and that preference was based upon continued attempts by Plaintiff/Respondent to alienate the child from Defendant/Respondent.

10. **Pending proceedings in this Court raising the same or similar issues.** If you are aware of any proceedings presently pending before this Court that raises the same or

similar issues raised in this appeal, list the case number and docket number and identify the same or similar issues raised:

None.

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the Clerk of this Court and the Attorney General in accordance with NRCF 44 and NRS 30.130?

N/A ☒ Yes _____ No _____

12. **Other issues.** Does this appeal involve any of the following issues?

_____ Reversal of well-settled Nevada precedent (on an attachment, identify the case(s))

_____ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☒ An issue where *en banc* consideration is necessary to maintain uniformity of this Court's decisions

_____ A ballot question

If so, explain:

This case presents issues of first impression (one never specifically addressed by decision of this Court and one that is an extension of previous precedent). The first is the issue of the standard regarding the responsibility of a parent to cause a teenage child (or child of any age) to abide by a court ordered parenting plan. This case presents the question: What actions constitute interference with the ordered plan that would be subject the parent to contempt, and what responsibility does each parent have to facilitate the plan when a child refuses to abide by it? Appellant requests that this court set forth a standard to guide parents to ensure some uniformity in the district court's determination of actions that constitute adequate compliance with the ordered plan, and those actions that would constitute contempt.

Here, the minor child was sixteen (16) years old and is now seventeen (17) years old. The parties entered into a stipulated parenting plan granting the parties joint physical custody (equal timeshare) that became the order of the district court. After her sixteenth birthday, the parties' daughter Brooke refused to abide by the order directing her to spend equal time with her father, Respondent / Plaintiff. The father filed three separate motions to hold mother in contempt of the district court's order, and the district court issued two orders directing the mother to show cause why she should not be held in contempt. The court did not articulate the standard upon which it based the order to show cause.

1 The father claimed Brooke's behavior was due to the alienation by the mother; the
2 mother, not permitted to speak to the child about the child's preference of custody under
3 EDCR 5.03, requested a child interview. The Court granted that request. After
4 reviewing the report that suggested that it was father's attempts to alienate the mother,
5 the court vacated Respondent / Plaintiff's Motions for Order to Show Cause.
6 Nevertheless, the district court denied Defendant / Appellant's request for a modification
7 of custody.

8 For months both before and after the filing of the motions at issue in this appeal, the
9 daughter resided with mother for a number of days consistent with mother having
10 primary physical custody. Thus, the second issue of first impression raised by this case is
11 whether the Court must hold an evidentiary hearing on the issue of custody where a *de*
12 *facto* modification occurred. Appellant submits that the failure to adjudicate custody
13 under that circumstance constitutes a derogation of the court's duty to determine custody
14 under *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009) and other precedent of the
15 Court.

16 13. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A.

17 14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice
18 recuse him/herself from participation in this appeal? If so, which Justice? No.

19 TIMELINESS OF NOTICE OF APPEAL

20 15. **Date of entry of written judgment or order appealed from:** May 25, 2016

21 Attach a copy. If more than one judgment or order is appealed from, attach copies of
22 each judgment or order from which an appeal is taken.

23 Exhibit "1" – Notice of Entry of Findings and Orders re: January 26, 2016 Hearing
24 entered on May 25, 2016

25 16. **Date written notice of entry of judgment or order served:** May 25, 2016.

26 E-Served Pursuant to NEFCR9 on, or placed in the folder(s) located in Clerk's Office of
27 the attorneys.

28 17. **If the time for filing the notice of appeal was tolled by a post-judgment motion**
(NRCP 50(b), 52(b), or 59) specify the type of motion, and the date and method of
service of the motion, and date of filing, and attach copies of all post-trial tolling
motions: N/A.

18. **Date Notice of Appeal was filed:** June 27, 2016. If more than one party has appealed from the judgment or order, list date each notice of appeal was filed and identify by name the party filing the notice of appeal: N/A

19. **Specify statute or rule governing the time limit for filing the Notice of Appeal, e.g., NRAP 4(a), NRS 155.190, or other:** NRAP 4(a)

SUBSTANTIVE APPEALABILITY

20. Specify the statute or other authority granting this Court jurisdiction to review the judgment or order appealed from:

NRAP 3A(b)(1) X NRS 155.190 _____ (specify subsection)

NRAP 3A(b)(2) _____ NRS 38.205 _____ (specify subsection)

NRAP 3A(b)(3) _____ NRS 703.376 _____

Other (specify) NRAP 3A(b)(7) and NRAP 3A(b)(8)

NRAP 3A(b)(1) permits an appeal from: "A final judgment entered in an action or proceeding commenced in the court in which the judgment is rendered." Here, the divorce decree is a final judgment; the subsequent orders are either orders dealing with child custody (NRAP 3A(b)(7)) or special orders after final judgment (NRAP 3A(b)(8)).

21. **List all parties involved in the action in the District Court:**

KIRK HARRISON

VIVIAN HARRISON

If all parties in the District Court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other: Not applicable.

22. **Give a brief description (3 to 5 words) of each party's separate claims, counter-claims, cross-claims or third-party claims, and the trial court's disposition of each claim, and how each claim was resolved (i.e., judgment, stipulation), and the date of disposition of each claim. Attach a copy of each disposition.**

- Respondent / Plaintiff's Three Motions to Hold Appellant / Defendant in Contempt and for Sanctions and two Orders to Show Cause arising therefrom – All **Vacated** by May 25, 2016 Order of the District Court.
- Appellant / Defendant's Countermotion for Modification of Minor Child – **Denied** by May 25, 2016 Order of the District Court

- Appellant / Defendant's Request for Attorney's Fees and Costs – **Denied** by May 25, 2016 Order of the District Court

23. **Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below?**

☐ No ☒ Yes

24. **If you answered "No" to the immediately previous question, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the District Court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ No ☐ Yes **If Yes, attach a copy of the certification or order, including any notice of entry and proof of service.**

(d) Did the District Court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment:

☐ No ☐ Yes

25. **If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)): Not Applicable**

26. **Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, countermotions, cross-claims and/or third party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

Exhibit "2"- Complaint for Divorce filed on March 18, 2011

Exhibit "3" - Answer/Counterclaim filed November 23, 2011

Exhibit "4" – Stipulation and Order Resolving Parent/Child Issues filed on July 11, 2012

Exhibit "5" – Notice of Entry of Order entered on December 19, 2013

Exhibit "6" – Decree of Divorce, filed on October 31, 2013 (re: Custody matters only)

1 Exhibit "7" – Plaintiff's Motion for an Order to Show Cause Why Defendant Should Not
2 be held in Contempt for Knowingly and Intentionally Violating Section 2.11 and Section
3 5 of the Stipulation and Order Resolving Parent/Child Issues and this Court's Order of
October 30, 2013 filed on August 21, 2015

4 Exhibit "8" – Order to Appear and Show Cause filed on September 1, 2015

5 Exhibit "9" – Defendant's Opposition to Plaintiff's Motion for an Order to Show Cause
6 Why Defendant Should Not be held in Contempt for Knowingly and Intentionally
7 Violating Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child
8 Issues and this Court's Order of October 30, 2013 and Countermotion for Modification of
Custody of Minor Child, Emma Brooke Harrison ("Brooke") filed on September 14,
2015

9 Exhibit "10" – Plaintiff's Reply in Support of Motion for an Order to Show Cause Why
10 Defendant Should Not be held in Contempt for Knowingly and Intentionally Violating
11 Section 2.11 and Section 5 of the Stipulation and Order Resolving Parent/Child Issues
and this Court's Order of October 30, 2013 and Opposition to Countermotion for
Modification of Custody of Minor Child, Emma Brooke Harrison ("Brooke") filed on
September 18, 2015

12 Exhibit "11" – Affidavit of Kirk R. Harrison filed on September 18, 2015

13 Exhibit "12" – Notice of Entry of Order from Hearing of October 1, 2015

14 Exhibit "13" – Plaintiff's Expert Nomination Supplement filed on October 5, 2015

15 Exhibit "14" – Notice of Submission of Learned Treatise filed on October 5, 2015

16 Exhibit "15" – Notice of Entry of Order re: Expert Designation filed on October 6, 2015

17 Exhibit "16" – Plaintiff's Motion for an Order to Show Cause why Defendant Should Not
18 be held in Contempt for Knowingly and Intentionally Violating Section 5 of the
Stipulation and Order Resolving Parent/Child Issues and this Court's Order of October 1,
2015 filed on October 12, 2015

19 Exhibit "17" – Order to Appear and Show Cause filed on October 15, 2015

20 Exhibit "18" - Motion for Clarification; Motion to Amend Findings; Opposition to Ex
21 Parte Motion for Expedited Hearing filed on October 15, 2015

22 Exhibit "19" – Defendant's Errata to Motion for Clarification; Motion to Amend
23 Findings; Opposition to Ex Parte Motion for Expedited Hearing filed on October 19,
2015

24 Exhibit "20" – Notice of Entry of Order from Domestic Court Minutes filed on October
25 21, 2015

26 Exhibit "21" – Opposition to Motion for Clarification; Motion to Amend Findings;
Opposition to Ex Parte Motion for Expedited Hearing filed on November 2, 2015

27 Exhibit "22" – Miscellaneous filing on November 23, 2015 (Letter from John Paglini,
PsyD.)

28 Exhibit "23" – Notice of Entry of Order from Domestic Court Minutes filed on December
2, 2015

Exhibit "24" – Reply to Opposition to Motion for Clarification; Motion to Amend Findings filed on December 10, 2015

Exhibit "25" – Supplement to Plaintiff's Motion for an Order to Show Cause why Defendant Should Not be held in Contempt for Knowingly and Intentionally Violating Section 5 of the Stipulation and Order Resolving Parent/Child Issues and this Court's Order of October 1, 2015 filed on December 10, 2015

Exhibit "26" – Plaintiff's Motion for an Order to Show Cause why Defendant Should Not be held in Contempt for Knowingly and Intentionally Violating Section 5 of the Stipulation and Order Resolving Parent/Child Issues and this Court's Order of October 1, 2015 filed on December 16, 2015

Exhibit "27" – Notice of Entry of Order from Domestic Court Minutes filed on December 17, 2015

Exhibit "28" – Notice of Entry of Findings and Orders re: January 26, 016 Hearing filed on May 25, 2016

Exhibit "1" – Notice of Appeal filed on June 27, 2016

VERIFICATION

I declare under penalty of perjury that I have read this Docketing Statement, and that the information provided in this Docketing Statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this Docketing Statement.

Vivian Harrison

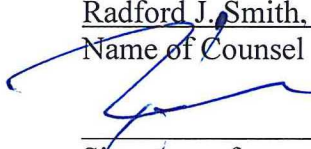
Name of Appellant

8/10/16

Date

Radford J. Smith, Esq.

Name of Counsel of Record


Signature of counsel of record

State of Nevada, County of Clark

State and County where signed

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CERTIFICATE OF SERVICE

I certify that on the 10 day of August, 2016, I served a copy of this Docketing Statement upon all counsel of record by mailing it by first class mail with sufficient postage prepaid to the following address:

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